

Appendix E:

Deeds and Land Transfers

Appendix E: Deeds and Land Transfers

No.	Date	Parties
1.	July 12, 1939	Santa Clara Holding Company, Ltd. and The Permanente Corp.
2.	March 22, 1941	The Permanente Corp. and Southern Pacific Company
3.	April 10, 1941	The Permanente Corp. and Todd-California Shipbuilding Corp.
4.	May 5, 1941	The Roman Catholic Archbishop of San Francisco and The Permanente Corp.
5.	May 16, 1941	The Permanente Corp. and Todd-California Shipbuilding Corp.
6.	December 1, 1941	The Roman Catholic Archbishop of San Francisco and The Permanente Metals Corp.
7.	January 8, 1942	The Permanente Corp. and The Permanente Metals Co.
8.	January 8, 1942	The Permanente Metals Corp. and The Permanente Corp.
9.	April 7, 1942	Reconstruction Finance Corporation
10.	June 24, 1942	The Roman Catholic Archbishop of San Francisco and The Permanente Corp.
11.	July 30, 1942	Blanche Morris and The Permanente Corp.
12.	July 2, 1943	William L. McLaine, et al. and Permanente Cement Company
13.	February 23, 1945	H.J. Cornish, et al. and Permanente Cement Company
14.	January 22, 1946	J.C. McCaughern, et al. and Permanente Cement Company
15.	May 28, 1956	Althea L. Haines and Permanente Cement Company
16.	January 28, 1965	Crocker, et al. and Kaiser Cement & Gypsum Corp.
17.	July 17, 1967	Valley Title Company and Kaiser Cement & Gypsum Corp.
18.	July 17, 1967	Valley Title Company and Kaiser Cement & Gypsum Corp.
19.	October 11, 1968	Kaiser Cement & Gypsum Company and City of Cupertino
20.	November 25, 1969	Chéster O. Root, et al. and Kaiser Cement & Gypsum Corp.
21.	May 29, 1979	Jules Bernard, Jr., et al. and Kaiser Cement & Gypsum Corp.
22.	April 28, 1980	Kaiser Aluminum & Chemical Corp. and Kaiser Cement Corp.
23.	August 10, 1995	Kaiser Aluminum & Chemical Corp. and Kaiser Cement Corp.
24.	October 15, 2009	Midpeninsula Regional Open Space District and Hanson Permanente Cement, Inc.

Leo. H. Vianoot, Notary Public in and for the
County of Santa Clara, State of California.
FILING NO. 164756

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CHAS. A. PAYNE, RECORDER
M. W. Emlen Deputy Recorder

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U. S. INT. REV.
STAMP
CANCELLED

Santa Clara Holding Company, Ltd., a Nevada corporation, first party, hereby grants to The Permanente Corporation, a California corporation, second party, all that real property situate in the County of Santa Clara, State of California, described as follows, to wit:

(2) Beginning at a 3" x 4" post marked P.R.R. and A.S.1 standing at the point of intersection of the Northeasterly line of the land and right of way of the Peninsular Railroad Company with the Southerly line of the Homestead Road and from which stake a white oak 16" in diameter marked B.T.A.S.1 bears N.52°W. 12.61 feet and an iron pipe driven in the center line of said Road bears N.18°3'E. 31.45 feet and running thence along the Southerly line of the Homestead Road, S.89°57'E. 364.61 feet, to a 3" x 4" post marked A.S.2 and B from which the quarter Section corner between Sections 10 and 11 T.7 S.R.2 W. M.D.M. bears N.89°8'E. 1888.51 feet and an iron pipe driven in the center line of said road bears N.0°46'E. 30 feet; thence leaving said Southerly line of said road and running S.0°46'W. 346.81 feet to a 3" x 4" post marked P.R.R. and A.S.3 standing in the Northeasterly line of land and right of way of the Peninsular Railroad Company; thence along the Northeasterly line of said Company's land and parallel to the Northeasterly line of the San Antonio Rancho and distant therefrom thirty feet Southerly N.46°5'W. 500 feet to the place of beginning, containing 1.451 acres and being part of Lot 5, Sec.10, T.7 S., R. 2 W., M.D.B. & M. and a part of the San Antonio Rancho Courses true. Var.17°35'E. as surveyed May 18, 1908 by Chas. Herrmann of Herrmann Bros. Surveyor and C.E., San Jose, California.

Parcel No.3: Lots 5, 6, 7 and 8, being the Southwest quarter of Section 17, T.7 S.R.2 W.,M.D.B. & M., and all of said Southwest quarter of said section and containing 154.50 acres, more or less, but excluding and excepting therefrom that certain parcel of land more particularly described as follows, to-wit:

Beginning at an iron pipe set for the quarter section corner between Sections 17 and 20, T.7 S., R.2 W., M.D.B. & M., from which is set an iron pipe on ridge, S.89°51'E. 201.50 feet; thence N.89°51'W. 18.18 chains to a stake, from which bears a live oak tree marked with a blaze and a round tin S.89°15'E. 26.80 feet; thence N.1°28'W. 22 chains to a stake; thence S.89°51'E. 18.18 chains to a stake; thence S.1°28'E. 22 chains to the place of beginning; containing 40 acres and being part of the Southwest quarter of said Section 17, T.7 S., R. 2 W., M.D.B. & M.

Parcel No. 4: The Southeast quarter of Section 17, Township 7 South, Range 2 West,
M.D.B. & M.

Parcel No.5: Lots 1, 2, 3, & 4, comprising the fractional Northwest quarter of Section 17, Township 7 South, Range 2 West, M.D.B. & M. containing according to the Official Surveys of the United States Government, 165.82 acres, more or less.

Parcel No.6: Parcel No.1: A strip of land 60.00 feet wide extending from the Northeasterly line of that certain 97.745 acre tract of land shown and delineated upon that certain Map entitled, "Map of the Heney Vineyard", recorded in Book "Z" of Maps, page

17, records of Santa Clara County, California, in a general Southerly direction, the center line of which strip of land is described as follows:

Beginning at Station B 0+00 at a 3/4" iron pipe set flush in the Northeasterly line of said 97.745 acre tract distant thereon N.46°00'W. 508.66 feet from an iron pipe, "H.A." at Northeasterly corner of said 97.745 acre tract (and from which Station B 0+00 a 1 inch iron pipe set at the Northwesterly corner of said 60.00 foot strip of land bears N.46°00'W. 58.92 feet, and a 1 inch iron pipe set at the Northeasterly corner of said 60.00 foot strip of land bears S.46°00'E. 58.92 feet) and running thence from said Station B 0+00, South 15° 29' 30" East 359.05 feet to a 3/4" iron pipe set flush at Station B 3+59.05 (from which an almond tree 12 inches in diameter marked "B.T.P." bears South 34° 35' East 61.30 feet and a 1 inch iron pipe bears S.74°30'30"W. 30.00 feet and a 1 inch iron pipe bears S.74°30'30"E. 30.00 feet) thence curving tangentially to the left through an angle of 15°34' along a curve of 410.38 feet radius for a distance of 111.47 feet to a 3/4" iron pipe set flush at Station B 4+70.52 (from which a 1 inch iron pipe bears S.58°56'30"W. 30.00 feet and a 1 inch iron pipe bears N.58°56'30"E. 30.00 feet); thence tangent to said curve, South 31°03'30" East 75.15 feet to a 3/4" iron pipe set flush at Station B 5+45.67 (from which a 1 inch iron pipe bears S.58°56'30"W. 30.00 feet, and a 1 inch iron pipe bears N.58°56'30"E. 30.00 feet) thence curving tangentially to the right through an angle of 81°46' along a curve of 819.02 feet radius for a distance of 1168.82 feet to a 3/4" iron pipe set flush at Station B 17+14.49 (from which a 1 inch iron pipe bears S.39°17'30" East 30.00 feet and a 1 inch iron pipe bears N.39°17'30"W. 30.00 feet) thence tangent to said curve, S.50°42'30"W. 245.51 feet to a 3/4" iron pipe set flush at Station B 19+60.00 at Southerly terminus of said center line of Parcel No.1 (from which a 1 inch iron pipe bears N.39°17'30"W. 30.00 feet and a 1 inch iron pipe bears N.39°17'30"W. 50.00 feet, and a 1 inch iron pipe bears South 39° 17' 30" East 30.00 feet and a 1 inch iron pipe bears S.39°17'30" E. 50.00 feet), Courses true. Variation 18°05' E.

Parcel No.2: A strip of land 100.00 feet wide, the center line of which is described as follows:

Beginning at a 3/4" iron pipe set flush at the above mentioned Station B 19+60.00 at Southerly terminus of the above described Parcel No.1, and running thence South 50°42'30" West 139.95 feet to a 3/4" iron pipe set flush at Station B 20+99.95 at Southerly terminus of said center line of Parcel No.2 (from which a live oak 20 inches in diameter marked "B.T.P." bears North 22° 10' West 45.33 feet and a 1 inch iron pipe bears N.39° 17' 30" West 30.00, and a 1 inch iron pipe bears N.39°17'30" West 50.00 feet, and a 1 inch iron pipe bears S.39°17'30" East 30.00 feet, and a 1 inch iron pipe bears S.39°17'30" East 50.00 feet). Courses true. Variation 18° 05' East.

Parcel No.3: A strip of land 60.00 feet wide, the center line of which is described as follows:

Beginning at a 3/4" iron pipe set flush at the above mentioned Station B 20+99.95 at Southerly terminus of the above described Parcel No.2, and running thence Southwesterly along a curve whose center point bears S.39°17'30" East 319.62 feet, through an angle of 25°17' for a distance of 141.04 feet to a 3/4" iron pipe set flush at Station B 22+40.99 (from which a 2" iron pipe bears North 64°34'30" West 30.00 feet and a 1" iron pipe bears South 64° 34' 30" East 30.00 feet) thence tangent to said curve, South 25° 25' 30" West 205.01 feet to a 3/4" iron pipe set flush at Station B 24+46.00 at Southerly terminus of said center line of Parcel No.3 (from which a 1" iron pipe bears N.64°34'30" West 30.00 feet, and a 1" iron pipe bears N.64°34'30" West 50.00 feet, and a 1" iron pipe bears S.64°34'30" East 30.00 feet and a 1" iron pipe bears S.64°34'30" East 50.00 feet.) Courses true. Variation 18° 05' East.

Parcel No.4: A strip of land 100.00 feet wide, the center line of which is described as follows:

Beginning at a 3/4" iron pipe set flush at the above mentioned Station B 24+46.00 at Southerly terminus of the above described Parcel No.3, and running thence South 25°25'30" West 155.00 feet to a 3/4" iron pipe set flush at Station B 26+01.00 at Southerly terminus of said center line of Parcel No.4 (from which a live oak 36" in diameter marked "B.T.P." bears South 71°35'E. 38.10 feet and a 1" iron pipe bears N.64°34'30" West 30.00 feet, and a 1 inch iron pipe bears N.64°34'30" W. 50.00 feet and a 1 inch iron pipe bears S.64°34'30" East 30.00 feet, and a 1 inch iron pipe bears S.64°34'30" East 50.00 feet.) Courses true. Variation 18° 05' East.

Parcel No.5: A strip of land 60.00 feet wide, the center line of which is described as follows:

Beginning at a 3/4" iron pipe set flush at the above mentioned Station B 26+01.00 at Southerly terminus of the above described Parcel No.4, and running thence South 25° 25' 30" West 85.74 feet to a 3/4" iron pipe set flush at Station B 26+84.74 (from which a 1" iron pipe bears North 64°34'30" West 30.00 feet and a 1" iron pipe bears South 64°34'30" East 30.00 feet) thence curving tangentially to the left through an angle of 19°41' along a curve of 764.49 feet radius for a distance of 262.63 feet to a 3/4" iron pipe set flush at Station B 29+47.37 (from which a 1" iron pipe bears N.84°14'30" West 30.00 feet and a 1" iron pipe bears South 84° 14' 30" East 30.00 feet) and thence tangent to said curve and along a line parallel with and distant 30.00 feet at right angles Westerly from the Westerly line of the 1.969 acre tract standing in the name of William F. McCarthy, South 8°45'30" West 217.30 feet to a 3/4" iron pipe set at Station B 31+64.67 and standing in

the Southwesterly line of the above described 97.745 acre tract at a point distant thereon North 53°46' West 34.80 feet from corner "S.L.1" at Westernmost corner of said 1.909 acre tract, said corner "S.L.1" being also the Southernmost corner of Parcel No.5 (and from which Station B 21+04.67 a 1" iron pipe set at the Westernmost corner of said Parcel No.5, bears N.53°46' West 34.80 feet). Courses true. Variation 18° 05' East.

Parcel No.6: A strip of land 41.50 feet wide connecting the Westerly line of said Mountain View and Stevens Creek Road with the Easterly line of the above described Parcel No.1, the center line of which strip of land is described as follows:

Beginning at a 3/4" iron pipe set flush in said Westerly line of said Mountain View and Stevens Creek Road, distant thereon North 4°26' W. 60.10 feet from the corner "H.E." in the Easterly boundary line of above mentioned 97.745 acre tract (from which a 3/4" iron pipe set at the Northernmost corner of Parcel No.6 bears N.4°26' W. 30.10 feet and a 3/4" iron pipe set at the Easternmost corner of said Parcel No.6 bears S.4°26' E. 30.10 feet) and running thence S.39°09' W. 121.48 feet to a 3/4" iron pipe set flush in the Easterly line of said Parcel No.1 (from which a 3/4" iron pipe set flush at Station B 10+03.09 of said center line of said Parcel No.1, bears S.39°09' W. 47.19 feet) Courses true. Variation 18° 05' East.

Parcel No.7: That certain parcel of land 20.00 feet wide extending from the Westerly line of Mountain View and Stevens Creek Road at the iron pipe "H.A." marking Northernmost corner of the above mentioned 97.745 acre tract, in a Northwesterly direction to the Easterly line of the above described Parcel No.1, said strip of land adjoining and lying next Southwesterly to the Northwesterly line of the above mentioned 97.745 acre tract and being designated "20 foot right of way" on the Map heretofore mentioned.

Parcel No.7: Lots 3, 4, 5 and 7 and the Southwest quarter of the Northwest quarter and the N 1/4 of the S.W. 1/4 and the S.E. 1/4 of the S.W. 1/4 and the S.W. 1/4 of the S.E. 1/4, all of Section 16 and the N.W. 1/4 of Section 21, all in T.7 S., R. 2 W., M.D.B. & M.

Parcel No.8: Lots 3, 4, 7 and 8 of Sec.18, T.7 S.R. 2 W., M.D.B. & M. Containing 162.50 acres all according to the Official Survey of said Township.

Parcel No.9: A strip of land varying in width, being 100 feet wide, lying 50 feet on each side of, measured at right angles to and parallel with a surveyed center line, and extending from the boundary line between the lands of the Roman Catholic Archbishop of San Francisco and the Grantor, Santa Clara Holding Company, Ltd., a corporation, at or near Engineer's Station "L" 50+26.7 of the said surveyed center line, in an Easterly direction 573.3 feet measured along the said surveyed center line to Engineer's Station "D" 56+00 then 80 feet wide, lying 50 feet on the Northwesterly side and 30 feet on the Southeastly side of and parallel with the said surveyed center line, measured at right angles thereto and extending from the said Engineer's Station "D" 56+00 in a Northeasterly direction a distance of 1222.3 feet, measured along the said surveyed center line, to the boundary line between the lands of Geo. L. Anthony and the Grantor, at or near Engineer's Station "L" 68+47.6 of said surveyed center line. The said surveyed center line being more particularly described as follows, to-wit:

Beginning at the point of intersection of the said surveyed center line, at or near Engineer's Station "L" 50+26.7 with the boundary line between the lands of the Roman Catholic Archbishop of San Francisco and the Grantor, Santa Clara Holding Company, Ltd., a corporation, distant thereon S.45°41' W. 1336.8 feet from stake marked G.F.5 standing in the said boundary line, said stake also stands at the Westernmost corner of Geo. L. Anthony's 22.54 acre tract; running thence S.61°02' E. 2.3 feet to Engineer's Station "D" 50+29.9; thence Easterly along the arc of a taper curve to the left of curvature increasing 1° 30' every 30 feet, 90 feet to Engineer's Station "D" 51+19.9, the long chord bears S.82°05' E. 89.98 feet; thence Easterly and Northeasterly along the arc of a curve to the left having a radius of 955.04 feet, 940.6 feet to Engineer's Station "D" 60+60.5, the long chord bears N.68°03' E. 903.1 feet; thence in a Northeasterly direction along the arc of a taper curve to the left of curvature decreasing 1° 30' every 30 feet, 90 feet to Engineer's Station "D" 61+50.5; "L" 61+75.8, the long chord bears N.38°11' E. 89.98 feet; thence N.37°08' E. 671.8 feet to the boundary line between the lands of Geo. L. Anthony and the Grantor, at or near Engineer's Station "L" 68+47.6 distant thereon S.89°37' E. 434.7 feet from the said stake marked G.F.5 standing at the Westernmost corner of Geo. L. Anthony's 22.54 acre tract, containing an area of 3.50 acres, more or less.

Parcel No.10: A strip of land varying in width being 80 feet wide, lying 50 feet on the Westerly side and 30 feet on the Easterly side of and parallel with a surveyed center line, measured at right angles thereto and extending from the boundary line between the lands of Frank M. Anthony and the Grantor, at or near Engineer's Station "L" 68+47.6 of said surveyed center line in a Northwesterly direction, 1052.4 feet measured along the said surveyed center line to Engineer's Station "L" 79+00; thence 120 feet wide, lying 50 feet on the Westerly side and 70 feet on the Easterly side of and parallel with the said surveyed center line, measured at right angles thereto, and extending from the said engineer's station "L" 79+00 in a Northwesterly direction, 129.8 feet, measured along the said surveyed center line, to engineer's station "L" 80+29.6 and 90 feet wide lying 50 feet on the Westerly side and 40 feet on the Easterly side of and parallel with the said surveyed center line, measured at right angles thereto, and extending from the said engineer's station "L" 80+29.6 in a Northwesterly direction 18.8 feet, measured along the said surveyed center line, to the boundary line between the lands of the Roman Catholic Archbishop of San Francisco and the Grantor, at or near Engineer's Station "L" 80+48.4 of said surveyed center line. The said surveyed center line being more particularly described as follows, to-wit:

Beginning at the point of intersection of the said surveyed center line at or near Engineer's Station "L" 68+47.6, with the boundary line between the lands of Frank M. Anthony and the Grantor, distant thereon S.32°29'E. 34.7 feet from a stake marked G.F.5, standing at the Westernmost corner of the Grantor's 27.54 acre tract; running thence N.27°08'E. 469.5 feet to Engineer's Station "L" 73+17.1; thence in a North-easterly direction along the arc of a taper curve to the left of curvature increasing 1° every 30 feet, 90 feet to Engineer's Station "L" 74+07.1, the long chord bears N.36°26'E. 90 feet; thence continuing in a Northeasterly direction along the arc of a curve to the left having a radius of 1432.47 feet, a distance of 313.8 feet to Engineer's Station "L" 77+20.9, the long chord bears N.29°03 1/2'E. 313.14 feet; thence continuing in a Northeasterly direction along the arc of a taper curve to the left of curvature decreasing 1° every 30 feet, 90 feet to Engineer's Station "L" 78+10.9, the long chord bears N.21°41'E. 90 feet; thence N.20°59'E. 216.7 feet to Engineer's Station "L" 80+29.6; thence Northeasterly along the arc of a curve to the right having a radius of 2804.82 feet, 18.8 feet to the boundary line, at or near Engineer's Station "L" 80+48.4, between the lands of the Roman Catholic Archbishop of San Francisco and the Grantor, distant thereon N.45°31 1/2'E. 1460.2 feet from the said stake marked G.F.5 standing in the said boundary line between the lands of the Roman Catholic Archbishop of San Francisco and the Grantor, containing an area of 2.306 acres, more or less.

Parcel No.11: (1) Beginning at an iron pipe "R1", set at the point of intersection of the Southwesterly line of the Rancho San Antonio as patented with the present center line of the Permanente Road, said point of beginning being also the Southernmost corner of that certain 108.678 acre tract conveyed by Muriel M. Haines to the Roman Catholic Archbishop of San Francisco by Deed dated February 21, 1924 and recorded in Vol. 74 of Official Records, page 78, in the office of the County Recorder of Santa Clara County, California, said point of beginning being also the Westernmost corner of that certain 13,738 acre tract distributed to Althea L. Haines by Decree of Distribution dated March 11, 1927 and recorded in Vol. 312 of Official Records, page 117, in said Recorder's Office and from which point of beginning, an iron witness pipe set flush in the Northwesterly line of said Road bears N.45°10'W. 20.32 feet, and a white oak 12" in diameter bears N.70°E. 13.15 feet, and a white oak 15" in diameter bears N.10°10'W. 28.45 feet, both trees being marked "B.T.P."; and running thence Northwesterly along said Southwesterly line of said Rancho San Antonio and along the Southwesterly line of said 108.678 acre tract N.45°10'W. 459.94 feet to an iron pipe from which a flush iron pipe bears S.49°10'E. 42.04 feet, and a live oak 12" in diameter bears S.52°30'E. 20.95 feet, and a live oak 15" in diameter bears S.12°25'W. 22.28 feet, both trees being marked "B.T.P."; thence leaving said line of said Rancho and said line of said 108.678 acre tract and running, N.33°36'E. 37.28 feet to an iron pipe; thence curving to the right along a curve of 613.69 feet radius, the center point of which curve bears S.56°24'E. 613.69 feet, for a distance of 651.94 feet (the chord of said curve being N.64°02'E. 621.72 feet) to an iron pipe; thence, S.62°47'E. 23.12 feet to an iron pipe; thence S.61°08'E. 1198.60 feet to an iron pipe standing in the Northwesterly line of that certain 13.30 acre tract conveyed by Frank M. Anthony to Santa Clara Holding Company Ltd. by Deed dated February 3, 1933, and recorded in Vol. 637 of Official Records, page 393, in said Recorder's Office, said iron pipe being distant N.45°50'30" E. 112.50 feet from the Westernmost corner of said 13.30 acre tract, said iron pipe being also in the Southeasterly line of said 108.678 acre tract, and from which iron pipe an iron witness pipe bears S.45°50'30" W. 50.00 feet, thence Southwesterly along said Southeasterly line of said 108.678 acre tract, S.45°50'30"W. 502.05 feet to an iron pipe set flush at Station "J3"- "R11" in said center line of said Permanente Road and at the Easternmost common corner for said 108.678 acre tract and said 13,738 acre tract, and from which an iron witness pipe standing in the Northerly line of said road bears N.45°50'30" E. 27.27 feet; and thence in a general Westerly direction along the general center line of said Permanente Road as now fenced, and along the dividing line between said 108.678 acre tract and said 13,738 acre tract the ten following courses and distances: N.75°52'W. 83.20 feet to an iron pipe, "R10", N.63°41'W. 104.60 feet to an iron pipe, "R9", N.45°05'W. 131.00 feet to an iron pipe, "R8", N.52°16'W. 51.40 feet to an iron pipe, "R7", N.72°06'W. 405.00 feet to an iron pipe, "R6", set in the place of an old 2" x 3" stake, N.81°46'W. 70.95 feet to an iron pipe, "R5", S.76°14'W. 69.40 feet to an iron pipe, "R4", S.59°28'W. 77.12 feet to an iron pipe, "R3", from which a live oak 18" in diameter marked "B.T.J.10" bears S.28°15'E. 7.78 feet, S.39°49'W. 275.87 feet to an iron pipe, "R2", set in the place of an old 2" x 3" stake, and S.34°49'W. 167.20 feet to the point of beginning. Containing a gross area of 12,508 acres of which 0.668 acres lies within the limits of said Permanente Road as now fenced, leaving a net area of 11.840 acres, and being part of said 108.678 acre tract in the Rancho San Antonio as patented. Courses true. Var. 18° E.

(2) Beginning at an iron pipe standing in the Southeasterly line of that certain 473 acre tract conveyed by Sarah A. Foss to The Roman Catholic Archbishop of San Francisco, by Deed dated May 5, 1920 and recorded in Vol. 517 of Deeds, page 42, in the office of the County Recorder of Santa Clara County, California, said point of beginning being also the Northernmost corner of that certain 7.197 acre tract conveyed by George L. Anthony et ux to Santa Clara Holding Company, Ltd., by Deed dated February 3, 1933 and recorded in Vol. 637 of Official Records, page 392 in said Recorder's Office, and running thence Southwesterly along the dividing line between said 473 acre tract and said 7.197 acre tract, S.45°28'40" W. 233.70 feet to an iron pipe, thence leaving

said dividing line and running, N.20°59'E. 111.00 feet to an iron pipe; thence, N.19°14'E. 85.27 feet to an iron pipe; thence curving to the left along a curve of 513.69 feet radius, the center point of which curve bears N.7°31'W. 513.69 feet, for a distance of 161.38 feet (the chord of said curve being N.7°29'E. 160.71 feet) to an iron pipe; thence radially to said curve N.68°29'E. 20.00 feet to an iron pipe; thence curving to the left along a curve of 533.69 feet radius, the center point of which curve bears S.68°19'W. 533.69 feet for a distance of 211.13 feet (the chord of which curve is N.12°51'W. 204.78 feet) to an iron pipe; thence N.26°56'W. 86.84 feet to an iron pipe; thence N.28°41'W. 64.80 feet to an iron pipe; thence N.26°56'W. 93.12 feet to an iron pipe; thence curving to the right along a curve of 613.69 feet radius, the center point of which curve bears N.65°49'E. 613.69 feet, for a distance of 315.53 feet (the chord of said curve being N.9°27'15" W. 312.06 feet) to an iron pipe standing in the Northeastly line of said 473 acre tract, and from which iron pipe an iron pipe set flush bears S.53°46'E. 47.21 feet; thence Southeastly along said Northeastly line of said 473 acre tract, S.53°46'E. 854.55 feet to a 4" x 6" corner fence post marked "A.1.1" standing at the Easternmost corner of said 473 acre tract and in the Northwestly line of that certain 0.155 acre tract conveyed by George L. Anthony at ux, to The Roman Catholic Archbishop of San Francisco by Deed dated November 18, 1922 and recorded in Vol. 564 of Deeds, page 360, in said Recorder's Office; thence leaving said 473 acre tract and running Northeastly along said Northwestly line of said 0.155 acre tract, N.45°32'E. 144.94 feet to an iron pipe set in the place of an old 2" x 3" stake standing at the Northernmost corner of said 0.155 acre tract and in the Westerly line of the Mountain View and Stevens Creek Road; thence Southeastly along the Northeastly line of said 0.155 acre tract and along said Westerly line of said Road, S.4°47'E. 28.51 feet to an iron pipe set in the place of an old 2" x 3" stake thence leaving said Road and running Southwestly along the Southeastly line of said 0.155 acre tract the two following courses and distances: S.45°38'W. 227.49 feet to an iron pipe, "C1", set in place of an old 2" x 3" stake, and S.64°20'W. 143.56 feet to an iron pipe "C2" set in place of an old 2" x 3" stake at Westernmost corner of said 0.155 acre tract and in said Southeastly line of said 473 acre tract; and thence leaving said 0.155 acre tract and running Southwestly along said Southeastly line of said 473 acre tract, S.45°43'W. 312.87 feet to the point of beginning.

Containing 6.531 acres and being all of said 0.155 acre tract and a part of said 473 acre tract in the Rancho San Antonio as patented. Courses true. Var. 18° E.

It is the intent of this deed to, and First Party hereby does, grant and convey to Second Party all of First Party's real property situate in said County of Santa Clara, State of California, whether owned by First Party in fee or otherwise and including, without limitation, all rights of way, easements and licenses.

TO HAVE AND TO HOLD to second party, its successors and assigns.

IN WITNESS WHEREOF, first party has executed these presents, by its proper officers thereunto duly authorized, this 10th day of July, 1939.

(CORPORATE SEAL)

SANTA CLARA HOLDING COMPANY, LTD.

By F. A. Bailey, Vice President.

By G. F. Dauler, Secretary.

STATE OF CALIFORNIA, CITY AND)
COUNTY OF SAN FRANCISCO) ss.

On this 10th day of July, in the year One Thousand Nine Hundred and Thirty-nine, before me, Helen G. Boyle, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared F. A. Bailey and G. F. Dauler, known to me to be the Vice-President and Secretary, respectively, of the corporation that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

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

(NOTARIAL SEAL)

Helen G. Boyle, Notary Public in and for the City and County of San Francisco, State of California.

My commission expires September 19, 1942.

CERTIFICATE OF SECRETARY OF SANTA CLARA HOLDING COMPANY, LTD.

I, G. F. Dauler, Secretary of Santa Clara Holding Company, Ltd., a Nevada corporation, do hereby certify:

1. That the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of this corporation at a meeting duly held on the 9th day of March, 1938; at which meeting a quorum of the Directors of said corporation was present and acting:

"RESOLVED, that F. A. Bailey, the Vice-President, and G. F. Dauler, the Secretary, and G. J. Stacey, the General Manager, of this corporation be, and they are, hereby authorized and empowered, for and on behalf of and in the name of this corporation and as its corporate act and deed, to lease the properties of this corporation to the Henry J. Kaiser Company, Oakland, California, for a period of three years at such rental or royalty as they may determine, but not less than Twelve Thousand Dollars per annum, and to grant to said Henry J. Kaiser Company an option to purchase the properties of this corporation, at any time during the period of said lease, for the sum of Two Hundred Thirty-five Thousand Dollars, and to perform all acts and execute and deliver all instruments in writing which may be necessary to carry out the purposes of this resolution, and to consummate the sale of the corporation's

properties."

That said resolution is now spread upon the minutes of said corporation and has not been altered, amended or repealed;

2. That the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of this corporation at a meeting duly held on the 8th day of June, 1939, at which meeting a quorum of the Directors of said corporation was present and acting:

"WHEREAS, on the 9th day of March, 1938, this Board adopted a resolution authorizing F. A. Bailey, the Vice-President, G. F. Dauler, the Secretary, and C. J. Stacey, the General Manager, of this corporation to act for its behalf in leasing the property of this corporation to Henry J. Kaiser Company for a period of three (3) years at a rental of not less than Twelve Thousand Dollars (\$12,000.00) per year, and to grant to said Henry J. Kaiser Company an option to purchase the property of the corporation for the sum of Two Hundred Thirty-five Thousand Dollars (\$235,000.00) and to do any and all things necessary to carry out said purposes and to consummate the sale of the corporation's property;

"WHEREAS, it was the intention of this Board, in adopting said resolution, to authorize any two (2) of said officers hereinabove named to take the action provided for in said resolution and to execute, in the name of this corporation and as its corporate deed, any instruments required to carry out the purposes of said resolution;

"WHEREAS, subsequent to said 9th day of March, 1938, and on or prior to the 18th day of September, 1938, F. A. Bailey, the Vice-President, and G. F. Dauler, the Secretary, of this corporation, acting under said resolution of March 9th, 1938 and in pursuance of the authority granted to them by said resolution did, in its corporate name, under its corporate seal and as its corporate act and deed, make, execute and deliver to said Henry J. Kaiser Company a certain lease and option to purchase the property of this corporation, which said Lease and Option to Purchase was, on the 18th day of October, 1938, recorded in the office of the County Recorder of the County of Santa Clara, State of California, in Liber 901 of Official Records, of said County, at page 8;

"NOW, THEREFORE, BE IT RESOLVED, that this Board of Directors does hereby ratify and confirm said resolution of March 9th, 1938, authorizing any two (2) of the officers of this corporation named in said resolution to do the acts and things therein referred to; and

"BE IT FURTHER RESOLVED, that this Board does hereby ratify and confirm, as the corporate act and deed of this corporation, the Lease and Option to Purchase, hereinabove referred to, made, executed and delivered by the said Vice-President and the said Secretary of this corporation on its behalf; and this Board does hereby expressly ratify, confirm and approve, on behalf of this corporation, each and every term, condition and provision of said Lease and Option to Purchase, including, without limitation, the rental provided for therein, the purchase price to be paid to this corporation in the event of the exercise by the said Henry J. Kaiser Company of the option granted to it, the term of said lease, from March 9th, 1938 to March 9th, 1941, the right granted to said Henry J. Kaiser Company to remove and take from the property mineral or nonmineral deposits, the royalties to be paid to this corporation, and the provisions with reference to the exercise of the option to purchase granted to said Henry J. Kaiser Company and the manner and mode of payment of the amount to be paid to this corporation in the event of such exercise."

That said resolution is now spread upon the minutes of said corporation and has not been altered, amended or repealed;

3. That said resolutions, and each thereof, and the Lease and Option to Purchase referred to in the resolution of June 8th, 1939, have been approved, ratified, confirmed and consented to by the written consent of shareholders of this corporation entitled to exercise a majority of the voting power of this corporation.

4. That the deed to which this certificate is annexed was executed on behalf of this corporation by F. A. Bailey, Vice-President, and G. F. Dauler, Secretary, under and pursuant to the foregoing resolutions, and under and pursuant to the terms of the option contained in the Lease and Option to Purchase referred to in the resolution of June 8th, 1939, and with the above mentioned approval, ratification, confirmation and consent of the shareholders of this corporation.

Dated: this 10th day of July, 1939.

(CORPORATE SEAL).

G. F. Dauler, Secretary of Santa Clara Holding Company, Ltd., a Nevada corporation.

STATE OF CALIFORNIA, CITY AND)

COUNTY OF SAN FRANCISCO) ss.

On this 10th day of July, in the year One Thousand Nine Hundred Thirty-nine (1939), before me, Helen O. Boyle, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared G. F. Dauler, known to me to be the person described in; whose name is subscribed to, and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at

fee 4.20 36r

E. B. O'Brien Deputy Recorder

compared doc.

compared book

[illegible]

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S. INT. REV.
STAMP
ANCELLED

AES 3/14/41 X

THIS INDENTURE, made this 22nd day of March, 1941, between The Permanent
tion, a California corporation, first party, and Southern Pacific Company, a
y corporation, second party;

WITNESSETH: That said first party, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to it paid by the said second party, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell, convey and confirm unto the said second party, and to its successors and assigns forever, all that certain parcel of land situate in Section 16 of Township 7 South, Range 2 West, M.D.B. & M., in the County of Santa Clara, State of California, and being a portion of that certain tract of land designated "Parcel No. 7" and conveyed to The Permanente Corporation by Santa Clara Holding Co. Ltd., by Deed recorded July 12, 1939, in Book 942 of Official Records of Santa Clara County, California, at page 280 thereof, particularly described as follows, to-wit: , *aa*

Commencing at an iron pipe monument marking the most Westerly corner of that certain tract of land described and designated "Parcel 1" in that certain deed executed by the Roman Catholic Archbishop of San Francisco to Santa Clara Holding Co., Ltd., dated January 18, 1934, and recorded in the Office of the County Recorder of Santa Clara County, in Book 678 of Official Records, at page 428 thereof, said point of commencement being in the Southwesterly line of Rancho San Antonio (for purposes of this description the bearing of said line of Rancho San Antonio as marked upon the ground by said iron pipe monument at the most Westerly corner of "Parcel 1" and by an iron pipe monument in said line of Rancho San Antonio distant thereon 1672.60 feet Northwesterly from said corner of "Parcel 1" is taken as South 45° 10' East); running thence from said point of commencement on and along the Southwesterly boundary line of said "Parcel 1" which line is also said line of Rancho San Antonio, South 45° 10' East a distance of 182.23 feet to the true point of beginning of the parcel of land to be described; running thence from said true point of beginning South 35° 08' 20" West a distance of 1992.90 feet; thence South 10° 23' 20" West a distance of 625.63 feet; thence Southwesterly on a circular curve concave to the right, having a radius of 798.64 feet (tangent to last described course at last mentioned point) an arc distance of 209.78 feet; thence, tangent to the last described curve at the last mentioned point, South 25° 25' 20" West, a distance of 120.00 feet; thence Southwesterly on a circular curve concave to the right, having a radius of 1126.01 feet (tangent to last described course at last mentioned point), an arc distance of 363.57 feet; thence tangent to the last described curve at the last mentioned point, South 43° 56' 20" West, a distance of 450.00 feet; thence, South 46° 03' 40" East a distance of 40.00 feet; thence, North 43° 56' 20" East a distance of 450.00 feet; thence Northeasterly on a circular curve concave to the left, having a radius of 1166.01 feet (tangent to last described course at last mentioned point), an arc distance of 376.49 feet; thence, tangent to the last described curve at the last mentioned point, North 25° 26' 20" East a distance of 120.00 feet; thence Northeasterly on a circular curve concave to the left, having a radius of 838.64 feet (tangent to last described course at last mentioned point) an arc distance of 220.29 feet; thence tangent to the last described curve at the last mentioned point, North 10° 23' 20" East a distance of 45.85 feet; thence, North 16° 07' 20" East a distance of 386.72 feet; thence Northeasterly on a circular curve concave to the right, having a radius of 794.76 feet (tangent to last described course at last mentioned point), an arc distance of 263.78 feet; thence, tangent to the last described curve at the last mentioned point, North 35° 08' 20" East a distance of 1880.29 feet, more or less, to the point of intersection of said line with the Southwesterly line of said "Parcel 1"; thence on and along said Southwesterly line of "Parcel 1", North 45° 10' 00" West a distance of 111.59 feet, more or less, to said point of beginning, containing an area of 7.005 acres, more or less.

First party, however, reserves unto itself, its successors, grantees and assigns the right to construct, maintain and operate over and along the land hereinbefore described, a line of poles and telegraph wires for a non-commercial telephone line, said line of poles to be constructed in such locations as may be mutually agreed upon by first and second parties and so as not to interfere with or obstruct the operation of the line of railroad constructed by second party on said land and provided that The Western Union Telegraph Company and/or second party shall have the right to make wire attachments to said line of poles in the event The Western Union Telegraph Company and/or second party elects to use said land for telephone or telegraph purposes. Construction of said telephone line and the height of wires by first party shall be subject to the approval of the Chief Engineer of second party.

First party further reserves unto itself, its successors, grantees and assigns, the right to construct or have constructed for its use crossings across said land for public utility facilities, such crossings to be at right angles to the railroad tracks to be constructed by second party on said land and across or beneath such tracks. Such crossings and use of said land therefor shall be subordinate to second party's use of said land for railroad purposes and the construction thereof shall be subject to the approval of the Chief Engineer of second party.

First party further reserves unto itself, its successors, grantees and assigns, the right at any time or times and from time to time, to construct, repair, maintain and use for all purposes a private overhead highway crossing across the land hereby conveyed and the railroad tracks which may be constructed thereon by second party, which said overhead crossing shall be located upon that part of said land particularly described as follows, to-wit:

That certain piece or parcel of land situate, lying and being in Section 16, Township 7 South, Range 2 West, M.D.B. & M., in the County of Santa Clara, State of California, described as follows:

Beginning at a point in the Northwesterly boundary line of the land hereby conveyed that is South 35° 08' 20" West 143.69 feet, along said Northwesterly line, from the Southwesterly line of the San Antonio Rancho; thence North 80° 08' 20" East 155.56 feet to a point in the Southeasterly boundary line of the land hereby conveyed; thence South 35° 08' 20" West, along said Southeasterly line, 106.07 feet to a point; thence South 80° 08' 20" West 155.56 feet to a point in the said Northwesterly line; thence North 35° 08' 20" East, along said Northwesterly line 106.07 feet to the point of beginning, containing an area of 0.267 of an acre, more or less.

The plans and specifications for said overhead crossing shall be subject to the approval of second party.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances, unto the said second party, and to its successors and assigns forever.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed the day and year first above written.

(CORPORATE SEAL)

THE PERMANENTE CORPORATION,
By Henry J. Kaiser, President
Attest: Paul E. Rogers, Asst. Secretary

Form Approved:

A. E. Stewart, Contract Attorney

Description Correct:

E. E. Mayo, For Chief Engineer

Correct as to Corporate Owner:

J. B. Bader, Valuation Officer.

STATE OF CALIFORNIA)

COUNTY OF ALAMEDA) ss.

On this 22nd day of March, 1941, before me, Booth Locke, a Notary Public in and for the County of Alameda, State of California, personally appeared Henry J. Kaiser, known to me to be the President, and Paul E. Rogers, known to me to be the Assistant Secretary, of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year in this certificate first written.

(NOTARIAL SEAL)

Booth Locke, Notary Public in and for the County of Alameda, State of California.

My commission expires: May 22, 1943.

FILING NO. 215454

Filed for record at the request of California Pacific Title & Trust Company,
Mar 25 1941 at 8 min. past 9 o'clock A.M.

fee 2.30 19f

CHAS. A. PAYNE, RECORDER
E. E. O'Brien Deputy Recorder

4-12-1941

1029-408

15.50
U. S. INT. FIN.
STAMP
CANCELLED

THIS INDENTURE, 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 16 of Township 7 South, Range 2 West, M.D.B. & 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 428 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 No. 1" and by an iron pipe monument distant thereon Northwest 1872.60 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 35° 08' 20" West a distance of 1760.00 feet; thence leaving said line of "Parcel No. 13" North 88° 44' 10" West a distance of 1070.00 feet; thence North 38° 29' 10" West a distance of 700.00 feet; thence North 51° 30' 50" East a distance of 200.00 feet; thence South 38° 29' 10" East a distance of 472.71 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 16 of Township 7 South, Range 2 West, M.D.B. & 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 293.82 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 428 thereof, said point of beginning being also the most Easterly 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 Southeasterly line of said "Parcel No. 13" South 35° 08' 20" West a distance of 120.00 feet; thence leaving said line of Parcel No. 13 South 45° 10' East a distance of 132 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 H. Swain et al, to County of Santa Clara, recorded February 16, 1894 in Book 170 of Deeds, page 10; thence Northeasterly 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 146 feet, more or less, to said point of beginning, containing 0.4 acres of land, more or less.

TOGETHER 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 125 feet in width lying Southeasterly from and contiguous to the Southeasterly 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 2600 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, to the extent 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 that certain deed from The Permanente Corporation to the Southern Pacific Company

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dated March 22, 1941 and recorded March 25, 1941 in Book 1029 of Official Records, page 210, of the records of Santa Clara County, California.

(c) To construct, maintain, use and operate railroad tracks, roadways and drainage structures within the following described area:

Commencing at a point in the Southerly line of "Parcel A" as herein described, distant thereon 400 feet Westerly from the most Southerly corner thereof; thence Southerly at right angles to said Southerly line of "Parcel A" to the existing spur track owned and operated by The Permanente Corporation; thence Southerly along said spur track to the Northwestern line of "Parcel No. 13"; thence Northeasterly along said line of "Parcel No. 13" to the most Southerly corner of said "Parcel A"; thence along the Southerly line of "Parcel A" to the said point of commencement.

and to connect at any point within the last described area any railroad spur track to the existing spur track owned and operated by The Permanente Corporation; and the right to use the existing spur track from said point of connection Southerly to the junction with the Southern Pacific Company railroad tracks in Parcel No. 13.

(d) To use concurrently with The Permanente Corporation the interchange yard railroad facilities within said "Parcel No. 13".

(e) To dispose of excavated earth on the lands of The Permanente Corporation at such locations and as to such shape of embankment and in such manner as may be mutually agreed upon by the parties hereto, provided, however, that Todd-California Shipbuilding Corporation shall install all necessary drainage facilities where any such embankment may interfere with natural drainage.

(f) To use all spur tracks and sidings now or hereafter constructed and owned by The Permanente Corporation upon land not hereby conveyed by The Permanente Corporation to Todd-California Shipbuilding Corporation, provided such use does not unreasonably interfere with the use thereof by The Permanente Corporation.

Before placing any structure or facility upon the said rights-of-way and easements, the Todd-California Shipbuilding Corporation shall submit to The Permanente Corporation for prior approval all plans and specifications covering such structures and facilities.

RESERVING, however, to The Permanente Corporation, its successors, grantees and assigns, from the tracts of land particularly described as Parcel A and Parcel B above, rights-of-way and easements as follows:

The right at any time or times and from time to time, to construct, repair, maintain and use for all purposes, roads, pipelines, sewers, conduits, telephone and telegraph wires and poles and wires and poles for conducting electricity, under, upon or over the property hereby conveyed, provided, however, that such structures shall be so constructed and used as not unreasonably to interfere with the use by Todd-California Shipbuilding Corporation of said land for its purposes, and provided further, that such structures and uses shall be confined to the strips of land generally described as follows:

(1) A strip of land 40 feet in width, commencing at the most Easterly corner of "Parcel B" as herein described, which corner is in the Northwestern right of way line of the County Road known as Permanente Creek Road; running thence Westerly across said "Parcel B" and continuing Westerly across said "Parcel No. 13" which was conveyed by The Permanente Corporation to the Southern Pacific Company as aforesaid; thence, continuing Westerly across "Parcel A" as herein described and curving to the left into a direct line parallel to and perpendicularly distant approximately 175 feet Northwesternly from the Southeasterly line of said "Parcel A"; thence Southwesterly parallel with said Southeasterly line of "Parcel A" to the Southerly line thereof; thence Northwesternly over a strip of land lying Northerly from and contiguous to the Southerly line of said "Parcel A" and continuing Northwesternly along a strip of land lying Northeasterly from and contiguous to the Southwesterly line of "Parcel A" to the Northwesternly line of said "Parcel A".

(2) A strip of land 30 feet in width lying Northwesternly from and contiguous to the Southeasterly line of "Parcel A" and extending from the Southerly line of "Parcel A" Northeasterly to the Northeasterly line of "Parcel A".

Todd-California Shipbuilding Corporation may use both of said last described strips of land concurrently and jointly with The Permanente Corporation for any or all of said purposes or for any other purposes which do not unreasonably interfere with the rights reserved to The Permanente Corporation. Any roads constructed by either Todd-California Shipbuilding Corporation or The Permanente Corporation on said strips of land may be used by the other.

Todd-California Shipbuilding Corporation does hereby grant to The Permanente Corporation the right to use all spur tracks and sidings now or hereafter constructed and owned by Todd-California Shipbuilding Corporation upon the land hereby conveyed and upon land upon which it is hereby granted an easement and right to construct such spur tracks and sidings, provided such use does not unreasonably interfere with the use thereof by Todd-California Shipbuilding Corporation.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances, subject, however, to the grant and reservation, as the case may be, of the respective rights-of-way and easements hereinabove described.

All grants and reservations herein contained shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

In witness whereof the said first party has executed this conveyance this 17th day of June 1941.

Melbert H. Burdick

STATE OF CALIFORNIA.

COUNTY OF SAN MATEO 1997

COUNTY OF SAN MATEO (SS) On this 17th day of June in the year of our Lord one thousand nine hundred and forty one before me, Floyd Lowe a Notary Public in and for said County of San Mateo, State of California, residing therein, duly commissioned and sworn, personally appeared Adelbert H. Burdick known to me to be the person described in and whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal at my office in said County of San Mateo, the day and year in this certificate first above written.

(NOTARIAL SEAL)

Floyd Lowe, Notary Public in and for said
County of San Mateo, State of California.
My commission expires Aug. 28, 1944

FILED NO. 220855

Filed for record at the request of California Pacific Title & Trust Company
Jun 20 1941 at 41 min past 4 o'clock P.M.

CHAS. A. PAYNE RECORDER
E.B. O'Brien Deputy Recorder

fee 1.00.48

compared doc. *D. Phelan*, compared book

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This ~~DEED~~ made this 5 day of May, 1941, by the The Roman Catholic Archbishop of San Francisco, a corporation, sole, as grantor, to The Permanente Corporation a (California) corporation, as grantees.

WITNESSETH: The grantor hereby grants to the grantees that certain tract of land situate in the County of Santa Clara, State of California, which comprises a part of the southwest quarter of section 17, Township 7 south, range 2 west, M.D.B. & M., and which is particularly described as follows:

Beginning at an iron pipe set for the quarter section corner between Secs. 17 and 20, T. 7 S., R. 2 W., M.D.B. & M. from which is set an iron pipe on ridge, S. 89° 51' E. 201.50 feet; thence N. 69° 51' W. 18.16 chs. to a stake from which bears a live oak tree marked with a blue and a round tin S. 89° 13' E. 26.80 feet; thence N. 1° 28' W. 22 chs. to a stake; thence S. 89° 51' E. 18.16 chs. to a stake; thence S. 1° 28' E. 22 chs. to the place of beginning, containing 40 acres and being part of the southwest quarter of said section 17, T. 7 S., R. 2 W., M.D. B. & M.

To have and to hold the above described property unto the grantee and its successors and assigns forever.

In witness whereof the grantor executes this deed by its duly constituted
 Inherent the day and year first hereinabove written.

(CORPORATE REAL)

THE ROMAN CATHOLIC ARCHBISHOP OF SAN FRANCISCO,
a corporation sole
by John J. Mitty, Its Incumbent.

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO: On this fifth day of May 1941 before me, Henry C. Johnson, a Notary Public in and for said City & County of San Francisco, duly commissioned, and even personally appeared John J. Mitty known to me to be the President of the Corporation that executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

... (MORALITY) ...

Henry J. O'Connor, Mayor Public in and for said City and
County, State of California
FILED No 220824

Filed for record at the request of San Jose Abstract & Title Insurance Co.
Feb 20 1941 at 44 and page 6 of book 44-1.

CLARK, A. ZAYNE -COORIN-
J. B. [unclear] [unclear] [unclear]

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~~CONFIDENTIAL~~

GRANT DEER

STINT FRANK.

20. Edward G. Wick, and Eva M. Wick, husband and wife, do hereby grant to Mr. E. Vander Aarde and Mary Vander Aarde, his wife, as joint tenants all that real property situate in the County of Santa Clara, State of California, described as follows:

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.

FLING NO. 217302

Filed for record at the request of San Jose Abstract & Title Insurance Co. May 7 1941 at 51 min past 4 o'clock P. M.

Fee 1.00 4f

Compared Doc

CHAS. A. PAYNE RECORDER

J.H. Thomas Deputy Recorder

compared book

1041-43

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THIS INSTRUMENT 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 M.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 408 thereof, distant thereon South 35° 08' 20" West 1204.96 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 12.52 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 hereinbefore first written.
(CORPORATE SEAL)

THE PERMANENTE CORPORATION

By E.E. Trefethen, Jr.

Vice President

By G.G. Sherwood

Assistant Secretary

J41

1041-44

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA)SS

On this 16th day of May in the year 1941, before me, 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.E. Trefethen, Jr. and G.G. 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 28 min past 11 o'clock A. M.

CHAS. A. PAYNE RECORDER

M. W. Emlen Deputy Recorder

Fee 1.20 8f

Compared doc

compared book

DEED OF TRUST

THIS DEED OF TRUST made the 3rd day of May A.D. 1941, between C.A. Schaufel and Francis Schaufel, his wife, as trustor, and A.J. Tyler as trustee, and Louisa Pratt, and Edwina M. Hindle, mother and daughter, as joint tenants, as beneficiary.

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

Portions of plots 14 and 18, as shown upon that certain map entitled, "Map of Davis & Cowell Tract", which map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on September 10, 1885 in Book B of Maps, at page 28, and more particularly described as follows:

Beginning at the northeastern corner of Plot 14, as said Plot is shown upon the map above referred to; thence running along the northern line of said Plot 14 North 89° 45' West 268.89 feet to the northeastern corner of the 0.8712 acre tract described in the deed from Edna S. Lewis et ux, to Eugene J. Pontacq 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° 22' West 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 238.42 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 Lillie T. Stewart et vir, to Gertrude E. Orendorff 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 86° 20' East 436.75 feet, thence along the eastern line of said Plot 14 North 1° 36' East 150.60 feet to the point of beginning.

Assignment recorded MAR 3 1942 in Book 1079 of Official Records Page 506

317

[illegible]

1-77-42
1080-45

PARCEL 1

RUNNING THENCE from said point of beginning along said southwesterly line of said Rancho San Antonio North 45° 10' west a distance of 1149.30 feet to a 2" iron pipe monument; thence continuing along said Rancho Line North 43° 39' 39" West a distance of 188.60 feet to a 3" iron pipe monument marking the point of intersection of said Rancho line with the northerly line of Lot 3 of Section 16, Township 7 South, Range 2 West, M.D.B. and M.; thence leaving said Rancho line and running along the northerly line of said Lot 3 north 89° 16' 08" west a distance of 633.46 feet to the northwest corner thereof; thence along the northerly line of the Southwest Quarter of the Northwest Quarter of said Section 16 North 89° 12' 05" West a distance of 1272.92 feet to the Northwest corner thereof; thence along the westerly line of said Southwest quarter of the Northwest Quarter of Section 16, South 0° 35' 02" West a distance of 1319.00 feet to a 2" iron pipe monument marking the Southwest corner thereof; thence south 39° 45' 21" East a distance of 1329.45 feet to the most westerly corner of aforesaid "Parcel A"; thence along the northwesterly line of said "Parcel A" north 51° 30' 50" East a distance of 200.00 feet to an angle point in the northwesterly line of said "Parcel A", which angle point is also the most westerly corner of that certain 12.52 acre parcel of land conveyed to the Todd-California Shipbuilding Corporation by The Permanente Corporation by deed recorded May 19, 1941 in the Office of the County Recorder of Santa Clara County, State of California, in Book 1041 of Official Records, at page 43 thereof; thence along the northwesterly line of said 12.52 acre parcel of land north 35° 08' 20" East a distance of 981.75 feet to the most northerly corner of said 12.52 acre parcel of land; thence along the northeasterly line of said 12.52 acre parcel of land south 54° 51' 40" East a distance of 803.55 feet to the most easterly corner of said 12.52 acre parcel, which corner is in the northwesterly line of aforesaid "Parcel A"; thence along the northwesterly line of said "Parcel A" north 35° 08' 20" East a distance of 1104.96 feet, more or less, to said point of beginning, containing 101.38 acres, more or less.

All that real property situate in Section 16 of Township 7 South, Range 2 West, M.D.B. and 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:

180-46
BEGINNING at a point in the southerly line of that certain 47.5 acre parcel of land described as "Parcel A" and conveyed to the Todd-California Shipbuilding Corporation by The Permanente Corporation by deed recorded April 12, 1941 in the Office of the County Recorder of Santa Clara County, California, in Book 1029 of Official Records, at page 408 thereof; distant thereon north 88° 44' 20" west 156.32 feet from the most southerly corner of said "Parcel A".

RUNNING THENCE from said point of beginning south 35° 09' 32" West a distance of 50.00 feet; thence south 55° 09' 32" west a distance of 170.00 feet; thence north 57° 37' 38" west a distance of 274.20 feet to a point in the southerly line of said "Parcel A"; thence along said southerly line of "Parcel A" south 88° 44' 20" East a distance of 400.00 feet, more or less, to said point of beginning, containing 0.68 acres, more or less.

RESERVING, however, to Permanente, its successors, grantees and assigns, the easements as follows:

1. An easement over Parcel 1, hereinabove described for the right to excavate for, install, maintain, use, replace and repair, for the purpose of conveying gas, such pipeline or lines as it shall from time to time elect, with necessary valves and other appliances within a strip of land 10.00 feet in width and lying 5.00 feet on each side of a center line described as follows:

BEGINNING at a point in the northwesterly line of that certain 47.5 acre parcel of land designated "Parcel A" and conveyed to the Todd-California Shipbuilding Corporation by The Permanente Corporation by deed recorded April 12, 1941 in the Office of the County Recorder of Santa Clara County, California, in Book 1029 of Official Records at page 408 thereof; distant thereon south 35° 08' 20" West 175.45 feet from the most northerly corner of said "Parcel A".

RUNNING THENCE from said point of beginning south 87° 42' 20" West a distance of 91.88 feet; thence north 89° 08' 10" west a distance of 89.80 feet; thence south 89° 03' 20" west a distance of 968.28 feet; thence south 40° 50' 50" west a distance of 441.30 feet; thence south 1° 34' 20" West a distance of 295.55 feet; thence south 34° 20' 20" west a distance of 144.92 feet; thence south 51° 40' 20" west a distance of 201.48 feet; thence south 63° 20' 20" west a distance of 50.72 feet; thence south 66° 22' 20" west a distance of 74.27 feet; thence south 68° 07' 50" west a distance of 103.83 feet; thence south 61° 27' 50" west a distance of 98.30 feet; thence south 69° 27' 50" west a distance of 76.43 feet to a point in the southwesterly line of Parcel 1 hereinabove described, distant thereon north 39° 45' 21" West 219.98 feet from the most southerly corner of said Parcel 1.

TOGETHER WITH the right to assign to any third party or parties the easement to use said strip of land 10.00 feet in width above described either solely, or jointly and concurrently with Permanente, for the purposes above specified.

2. A non-exclusive easement over Parcel 2, hereinabove described, of ingress and egress over a roadway to be constructed and maintained by Metals within the following described area, to-wit:

A strip of land 100.00 feet in width lying contiguous to the southwesterly line of Parcel 2 hereby conveyed and being continuous between the southeasterly and northerly lines of said Parcel 2.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances; subject, however, to the reservations of the easements hereinabove described. Said easements shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

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 hereinbefore first written.
(CORPORATE SEAL)

THE PERMANENTE CORPORATION

By E.E.Trefethen, Jr., Vice-President

By G.G.Sherwood, Asst. Secretary

STATE OF CALIFORNIA) SS On this 13th day of January, in the year 1942, before me Nellie I. COUNTY OF ALAMEDA) Phillips, a Notary Public in and for the County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared E.E.Trefethen, Jr., and G.G.Sherwood known to me to be the Vice-President and Asst. 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 of Alameda the day and year in this certificate first above written.

(NOTARIAL SEAL)

Nellie I. Phillips Notary Public in and for the County of Alameda, State of California.

My commission expires April 17, 1944

FILING NO 238580

Filed for record at the request of California Pacific Title & Trust Company
Jan 17 1942 at 2 min. past 9 o'clock A.M.

compared back - *Jo*

WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 14th day of January, 1942, between F.C. Kilpatrick and Dorothy S. Kilpatrick, his wife, as trustor, Wells Fargo Bank & Union Trust Company, as trustee, and West Coast Life Insurance Company, as beneficiary, WITNESSETH: That trustor irrevocably assigns

WITNESSETH: That trustor irrevocably grants, transfers, and assigns to trustee in trust, with power of sale, the property in Santa Clara County, California described as:

All that certain real property situate in the City of Palo Alto, County of Santa Clara, State of California, described as follows:

ALL OF LOT 23, in Block 2, as shown upon that certain Map entitled, "Map of Re-Subdivision of Lots 1 to 8 inclusive, Block 2 and of Block 3 of Subdivision No. 7 Seale Tract," which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on August 19, 1925 in Book 3 of Maps, at page 56.

TOGETHER WITH the rents, issues, and profits thereof, subject, however, to the right, power, and authority hereinafter given to and conferred upon beneficiary to collect and apply such rents, issues, and profits;

FOR THE PURPOSE OF SECURING Performance of each agreement of trustor herein contained and payment of the sum of \$9,000.00 with interest thereon according to the terms of a promissory note, dated January 14th., 1942, payable to beneficiary or order and made by trustor.

1. Privilege is reserved to pay the debt secured hereby in whole or in an amount equal to one or more principal payments next due on the note, on the first day of any month prior to maturity, provided written notice of intention so to do is given at least thirty days prior to prepayment and provided that if the debt is fully paid prior to final maturity and at that time it is insured under the National Housing Act, trustor will also pay to beneficiary 1% of the original principal amount thereof, except that in no event shall such adjusted premium exceed the aggregate amount of mortgage insurance premium charges which would have been payable by beneficiary if the debt secured hereby had continued to be insured until final maturity.

2. Trustor agrees to pay to beneficiary in addition to the monthly payments of principal and interest payable under the terms of said note, on the first day of each month until said note is fully paid, the following sums:

a If this deed of trust and the said note secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the holder of such note in funds with which to discharge the said holder's obligation to the Federal Housing Administration for mortgage-insurance premiums pursuant to the provisions of Title II of the National Housing Act, as amended, and Regulations thereunder. The holder of the note shall, on the termination of its obligation to pay mortgage-insurance premiums, credit to the account of the trustor all payments made under the provisions of this subsection which the holder of the note has not become obligated to pay to the Federal Housing Administrator.

b An installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this deed of trust; and an installment of the premium or premiums that will become due and payable to renew the insurance on the premises covered hereby against loss by fire or such other hazard as may be required by beneficiary in amounts and in a company or companies satisfactory to beneficiary; trustor agreeing to deliver promptly to beneficiary all bills and notices therefor. Such installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by beneficiary) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. Beneficiary shall hold such monthly payments in trust to pay such ground rents, premium or premiums and taxes and special assessments before the same become delinquent.

c All payments mentioned in the two preceding subsections of this paragraph and all payments to be made by the taxpayer before the same become delinquent.

Reconvoyance recorded SEP 19 1950
Recorder's filing No. 42112

FILE NO. 245511

Fee 1.30 of
compared doc

CHAS. A. PAYNE DEPOSED:
J. H. Thomas
compared book

[illegible]

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, Metals does hereby grant, bargain and sell to Permanente all that real property situated in the County of Santa Clara, State of California, and being a portion of that certain 47.5 acre parcel of land designated "Parcel A" and conveyed to the Todd-California Shipbuilding Corporation by The Permanente Corporation by deed recorded April 12, 1941 in the office of the County Recorder of Santa Clara County, California, in Book 1029 of Official Records, at page 408 thereof; particularly described as follows:

BEGINNING at a point in the southeasterly line of said "Parcel A", distant thereon South 35° 08' 20" West 255.25 feet from a 2" iron pipe monument marking the most easterly corner of said "Parcel A".

RUNNING THENCE from said point of beginning along said southeasterly line of "Parcel A" South 35° 08' 20" West a distance of 1504.75 feet to the most southerly corner of said "Parcel A"; thence on and along the Southwesterly line of said "Parcel A" North 88° 44' 20" West a distance of 156.32 feet; thence leaving said southwesterly line of "Parcel A" North 35° 09' 32" East a distance of 1050.51 feet; thence North 38° 29' 12" East a distance of 438.38 feet; thence North 80° 09' 32" East a distance of 146.75 feet, more or less, to said point of beginning, containing 4.29 acres, more or less.

RESERVING, however, to Matilda

RESERVING, however, to Metals, its successors, grantees and assigns, from the tract of land above described an easement to enter upon said property and to construct, maintain, replace and repair drainage structures, including pipes and culverts, as the same are now or may hereafter be located; provided that said structures shall not unreasonably interfere with the use of the demised premises by Permanente, its successors and assigns.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances; subject, however, to the reservation of the easement hereinabove described.

IN WITNESS WHEREOF, said The Permanente Metals 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 hereinbefore first written.

THE PERMANENTE METALS CORPORATION (SEAL)

By Edgar F. Kaiser Vice-President

By E. E. Træfethen, Jr. Secretary

STATE OF CALIFORNIA)

COUNTY OF ALAMEDA) SS. On this 27th day of January, in the year 1942, before me Nellie I. Phillips, a Notary Public in and for the County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared Edgar F. Kaiser and E. E. Trefethen, Jr. known to me to be the Vice-President and Secretary of The Permanente Metals 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.

3 o'clock P. M. *N 10 1942* APR 10 1942 at 10 min. past

Fee 1.00 3r

compared doo

[illegible]

PARTIAL RELEASE OF MORTGAGES

KNOW ALL MEN BY THESE PRESENTS:

That Reconstruction Finance Corporation, a corporation organized and existing under and by virtue of the laws of the United States of America, does hereby release from the lien of the following described mortgages:

Mortgage of Chattels and of Real Property, dated April 16, 1941, made, executed and delivered by Todd-California Shipbuilding Corporation, a Delaware corporation, as Mortgagor, to Reconstruction Finance Corporation, as Mortgagee, and recorded on April 22, 1941 in the office of the County Recorder of Santa Clara County, State of California, in Volume 1037 of Official Records, at page 1, and also recorded on April 22, 1941 in the office of the County Recorder of Alameda County, State of California, in Liber 4,022 of Official Records, at page 430;

Mortgage of Chattels and of Real Property, dated August 6, 1941, made, executed and delivered by Todd-California Shipbuilding Corporation, a Delaware corporation, as Mortgagor, to Reconstruction Finance Corporation, as Mortgagee, and recorded on August 11, 1941 in the office of the County Recorder of Santa Clara County, State of California, in Book 1048 of Official Records, at page 249, and also recorded on August 11, 1941, in the office of the County Recorder of Alameda County, State of California, in Liber 4114 of Official Records, at page 1;

Mortgage of Chattels and of Real Property, dated December 22, 1941, made, executed and delivered by The Permanente Metals Corporation, a Delaware corporation (formerly Todd-California Shipbuilding Corporation), and recorded on December 26, 1941 in the office of the County Recorder of Santa Clara County, State of California, in Book 1068 of Official Records, at page 409, and also recorded on December 26, 1941 in the office of the County Recorder of Alameda County, State of California, in Liber 4140 of Official Records, at page 480; and

Mortgage of Chattels and of Real Property, dated March 23, 1942, made, executed and delivered by The Permanente Metals Corporation, a Delaware corporation (formerly Todd-California Shipbuilding Corporation), and recorded on March 26, 1942, in the office of the County Recorder of Santa Clara County, California, in Book 1089 of Official Records, at page 1, and also recorded on March 26, 1942, in the office of the County Recorder of Alameda County, California, in Liber 4165 of Official Records, at page 408; the following described real property, and no other, that

All that real property situated in the County of Santa Clara, State of California, and being a portion of that certain 47.5 acre parcel of land designated "Parcel A" and conveyed to the Todd-California Shipbuilding Corporation by The Permanente Corporation by deed recorded April 12, 1941 in the office of the County Recorder of Santa Clara County, California, in Book 1029 of Official Records, at page 408 thereof; particularly described as follows:

BEGINNING at a point in the southeasterly line of said "Parcel A", distant thereon South 35° 08' 20" West 255.25 feet from a 2" iron pipe monument marking the most easterly corner of said "Parcel A".

RUNNING THENCE from said point of beginning along said southeasterly line of "Parcel A" South 35° 08' 20" West a distance of 1504.75 feet to the most southerly corner of said "Parcel A"; thence on and along the southwesterly line of said "Parcel A" North 88° 44' 20" West a distance of 156.32 feet; thence leaving said southwesterly line of "Parcel A" North 35° 09' 32" East a distance of 1050.51 feet; thence North 38° 29' 12" East a distance of 438.38 feet; thence North 80° 09' 32" East a distance of 146.75 feet, more or less, to said point of beginning, containing 4.29 acres, more or less. RESERVING, however, to The Permanente Metals Corporation

RESERVING, however, to The Permanente Metals Corporation, its successors, grantees and assigns, from the tract of land above described an easement to enter upon said property and to construct, maintain, replace and repair drainage structures, including pipes and culverts, as the same are now or may hereafter be located; provided that said structures shall not unreasonably interfere with the use of the demised premises by The Permanente Corporation, its successors and assigns.

The said mortgages shall continue in full force and constitute a valid lien upon all and singular the property described therein, excepting only the property hereby or heretofore released. This release is made without covenant or warranty, express

1106 D.R. 15

STATE OF CALIFORNIA, CITY)
AND COUNTY OF SAN FRANCISCO) On this 30th day of June in the year one thousand
nine hundred and forty-two before me, John F. Burns, a Notary Public in and for the
said County and State, and residing therein, duly commissioned and sworn, personally
appeared F. B. Hughes, an officer, to-wit: Assistant Cashier of the Bank of America
National Trust and Savings Association and ex-officio agent of Corporation of America,
a corporation, known to me to be the person who executed the within instrument on
behalf of Corporation of America, a corporation, therein named, and acknowledged to
me that said Corporation of America, a corporation, executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal, the day and year first hereinabove written.
(NOTARIAL SEAL)
John F. Burns, Notary Public in and for the
City and County of San Francisco, State of
California
My Commission Expires April 12, 1945.

Filed for record at the request of Angelo LaBarbera Jul 2, 1942 at 39 min.
part 10 o'clock A.M.

Fee 1.00 4f
Compared Doc. *[Signature]*
CHAS. A. PAYNE, RECORDER
Syl C. Tully, Deputy Recorder
Compared Book *[Signature]*

112.10
U.S. DISTRICT COURT
S. D. CALIF.
STAMP
CANCELED

THIS DEED, made this 24th day of June, 1942, by The Roman Catholic
Archbishop of San Francisco, a corporation sole, as grantor, to The Permanent
Corporation, a corporation, as grantees,
WITNESSETH: The grantor hereby grants unto the grantees those certain
parcels of land situate in the County of Santa Clara, State of California, which
are more particularly described as follows:
All of Lots 1, 2, 5, 6, 9, 10 11, 12, 13, 14, 15, and 16, in Section
18, Township 9, South Range 2 West, M.D.B. & M., subject, however, to (1) the
lien of taxes for the fiscal year 1942-1943; (2) the right of the public to use as
a roadway so much of the above described property as lies within the boundary lines of
Permanente Road, as granted in the deed from Andrew Coleman et al, to the County of
Santa Clara, by Deed dated May 19, 1903 recorded February 16, 1894 in Book 170
of Deeds, page 10; and (3) such rights or easements affecting any of said property
as were granted by either of the following agreements between the grantor and
Santa Clara Holding Company, Ltd., a Nevada Corporation, viz:
(a) the agreement dated January 18, 1934, and recorded March 17, 1934,
in Book 672 of Official Records, at page 296; or
(b) the agreement dated June 16, 1937, and recorded on June 24, 1937,
in Book 833 of Official Records, at page 4;
save and except such rights and/or easements, if any, reserved under either of said
agreements to the grantor herein, which, but only to the extent that they affect
the property hereby conveyed, are hereby surrendered by the grantor.
IN WITNESS WHEREOF, the grantor executes this deed by its duly
constituted incumbent, the day and year first hereinabove written.
(CORPORATE SEAL)
THE ROMAN CATHOLIC ARCHBISHOP OF SAN
FRANCISCO, a corporation sole
By John J. Mitty, its incumbent.

STATE OF CALIFORNIA, CITY)
AND COUNTY OF SAN FRANCISCO) On this 26th day of June, 1942, before me, Jettro R.
Wilson, a Notary Public in and for the City and County of San Francisco, State of
California, residing therein duly commissioned and sworn, personally appeared
John J. Mitty known to me to be the president and incumbent of the corporation sole
described in and that executed the within instrument, and also known to me to be the
person who executed the within instrument on behalf of the corporation sole
therein named and acknowledged to me that said corporation sole executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal, at my office in the City and County of San Francisco, the day and year in
this certificate first above written.
(NOTARIAL SEAL)
Jettro R. Wilson, Notary Public in and for
the City and County of San Francisco, State of
California.
My Commission Expires November 16, 1942.

Filed for record at the request of California Pacific Title & Trust
Company, Jul 2, 1942 at 45 min. part 10 o'clock A.M.
Fee 1.00 5f
Compared Doc. *[Signature]*
CHAS. A. PAYNE, RECORDER
Syl C. Tully, Deputy Recorder
Compared Book 7 *[Signature]*

82

~~82~~

The trustor hereby requests that a copy of any notice of default and a copy or any notice of sale under this deed of trust be mailed to trustor at the address given hereinafter.

~~hereinafter.~~

~~IN WITNESS WHEREOF,~~ the Trustor has executed these presents.

The address of said Trustor is:

703 Addison, Palo Alto,
703 Kingsley, Palo Alto.

Signature of Trustor
Dorothy Geddes
Effie Geddes

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA:SS. On this 11 day of July, nineteen hundred and forty-
three, before me, J.C. Freedman, a Notary Public in and for said County of Santa Clara,
residing therein, duly commissioned and sworn, personally appeared Dorothy Geddes and
Katie Geddes, known to me to be the persons whose names are subscribed to the within
instrument, and acknowledged to me that they executed the same.

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

(NOTARIAL SEAL) J.C. Freedman, Notary Public in and for the County of
Santa Clara, State of California

My commission expires June 12, 1945
 FILING NO. 461600 Filed for record at the request of San Jose Abstract & Title
 Insurance Co., Jul 15 1943 at 16 min. past 2 o'clock P.M.
 CHAS. A. FAINE, RECORDER
 J.H. Thomas, Deputy Recorder
 Fee 2.00 15¢ compared doc. compared book

322914

DEED

THIS INSTRUMENT, made the 2nd day of July, 1943, between William L. McLeine and C.F. Lamerton, as Executors of the last will and testament of Mary Ives Crocker, deceased, the Grantors, and Permanent Cement Company, the Grantee;

WITNESSETH That whereas, said Mary Ives Crocker was on the date of her death the owner of that certain parcel of land hereinbefore described; and

WHEREAS, the Grantors did theretofore file in the Superior Court of the State of California, in and for the City and County of San Francisco in the probate proceeding entitled in the Matter of the Estate of Mary Ives Crocker, deceased, their Return on the said said land, and their Petition for Confirmation thereof; and

WHEREAS, the said court did by its decree duly given and made on the 28th day of June, 1943, duly confirm said will;

NOW, THEREFORE, in consideration of the sum of Seven Hundred dollars (\$700.00) lawful money of the United States to even in hand paid by the Grantee, receipt of which is hereby acknowledged, the said Grantors do hereby grant unto the said grantee, that certain real property situate, lying and being in the County of Santa Clara, State of California, and more particularly described as the north half of the northwest quarter of the northeast quarter of section 19, Township 7 South, Range 2 West, Mount Diablo Base and Meridian, and containing therein, according to the official survey of said Section 19, 20 acres more or less.

TO HAVE AND TO HOLD unto said grantee, its successors and assigns forever, reserving nevertheless, to the said grantors as such executors, all oil, gas and mineral existing on said premises with right-of-way and other easements necessary to the commercial exploitation of any or all said oil, gas or minerals, it being understood however, that the said grantee, its successors and assigns are to be reimbursed for actual damages suffered through operations and it being further understood that said reservation shall last only for a period of twenty years from the date hereof, except that Grantors, their successors and assigns shall have the privilege of working to exhaustion any mine or well which is being worked at the termination of said period.

IN WITNESS WHEREOF, the said grantors have executed these presents this day and year hereinabove first written.

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO. On this 2nd day of July, in the year one thousand nine hundred and fortythree, before me, Laura E. Hughes, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Eli. Lamberton, Executor of the Last Will and Testament of Mary Tress Crocker, deceased, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same, as such executor.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the City and County of San Francisco, the day and year in this certificate first above written.
(NOTARIAL SEAL) Laura E. Hughes, Notary Public in and for the City and County of San Francisco, State of California

My commission expires March 2, 1946
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss. On this 7th day of July, A.D. 1943, before me, Loris C.
Francer, a Notary Public in and for said County and State, personally appeared William L.

11

My commission expires Mar. 16, 1947
 FILING NO. 281556 Filed for record at the request of California Pacific Title
 Insurance Co., Jul 15 1943 at 47 min. past 11 o'clock A.M.
 CHAS. A. PAYNE, RECORDER

CHAS. A. PAYNE, RECORDER
M.H. Emlen, Deputy Recorder
compared book

42.65

Section 40-10-11, in Block 38, as shown upon that certain Map entitled, "Map of University Grounds," which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on August 25, 1866 in Book A of Maps, at pages 40 and 41, and more particularly described as follows:

8 feet, 50 feet to the point of beginning.
 D. WITHIN WHENCE, the said first parties have executed this conveyance this 13th day of July, 1943.

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) SS.

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

S.T. Pereira, Notary Public in and for said
County of Santa Clara, State of California.

MY commission expires Jan. 7, 1946
FILING NO. 281558 Filed for record at the request of California Pacific Title Insurance Co., Jul 15 1943 at 49 min. past 11 o'clock A.M.
CHAS. J. PAYNE RECORDER

CHAS. A. PAYNE, RECORDER
M. W. Emlen, Deputy Recorder
comparand book

534 and following, has been duly paid;
NOW, THEREFORE, W.L. Steerach and W.C. Burkholder, Trustees, do hereby grant, remise, release and reconvey unto the person or persons legally entitled thereto, the heirs and assigns, without any warranty, all the rights and interest derived to said W.L. Steerach and W.C. Burkholder, as Trustees, 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, set out and made this 15th day of July, A.D. 1914.

W.L. Blachcock, Trustee
W.C. Barkuloo, Trustee

STATE OF CALIFORNIA :
COUNTY OF SANTA CLARA:SS. On this 12th day of July, A.D. one thousand nine
hundred and forty-three, before me, Arthur C. Moore, a Notary Public in and for said county,

On this 12th day of July, A.D. one thousand nine
Arthur C. Moore, a Notary Public in and for said county.

The Northwest corner of the above Section 452, is a 2" x 3" redwood stake 8" above ground painted white and marked 452, whence the Northwest corner of Section 22, Township 7 South, Range 2 West, M.D.B. & M. set by Herman, a San Jose Surveyor, bears South 0° 54' West 175.8 feet, and whence a "W" on the most Southerly trunk of a twin oak tree bears South 73° East 5.0 feet distant. The North line of the said Sections 441, 445, 446, 448, 449, 451 and 452 is identical with the line designated in Case No. 24616 Winship v. Anthony, on file in the office of Clerk of Santa Clara County,

222

PARCEL TWO Portion of Lot 431, as shown upon that certain Map entitled, "Map of Inspiration Heights Monte Vista," which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on April 11, 1917, in Book P of Maps, at page 15, and more particularly described as follows:

FARCEL THREE All of our right, title and interest in and to Mercedes Road, as shown upon that certain Map entitled, "Map of Inspiration Heights, Monta Vista" which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, in Book P of Maps, at page 15."

To have and to hold all and singular the said premises, together with the appurtenances, unto the said second party, and to its successors and assigns forever.

H. J. Cornish (H. J. Cornish)
G. E. Carey (G. E. Carey)
Katherine Carey, (Katherine Carey), wife of
G. E. Carey

On this 23d day of February 1945, before me, W. S. Griscom, a notary public in and for the County of Santa Clara, State of California, residing therein, duly commissioned and sworn, personally appeared H. J. Cornish, G. E. Carey and Katherine Carey, known to me to be the persons who executed the within instrument and acknowledged to me that they executed the same.

W. S. Criscom, Notary Public in and for the
County of Santa Clara, State of California.

CHAS. A. PAYNZ; RECORDER
J. H. Thomas, Deputy Recorder
compared book

compared too. *Adams*

\$4.40

Lorenzo Gregory and Mabel Gregory, his wife, the first parties, hereby grant to Tom Lloyd Williams and Mario Katherine Williams, his wife, the second parties, in joint tenancy all that real property situated in the County of Santa Clara, State of California, and bounded and described as follows:

BEGINNING at the Northeastly corner of Lot No. 76, as shown on the Map hereinabove referred to, and running thence North 74° 5' West along the Northerly line of said Lot, 50 feet; thence South 15° 55' West 227.9 feet; thence South 74° 5' East 50 feet to the Easterly line of said Lot; thence North 15° 55' East 227.9 feet along the said Easterly line of said

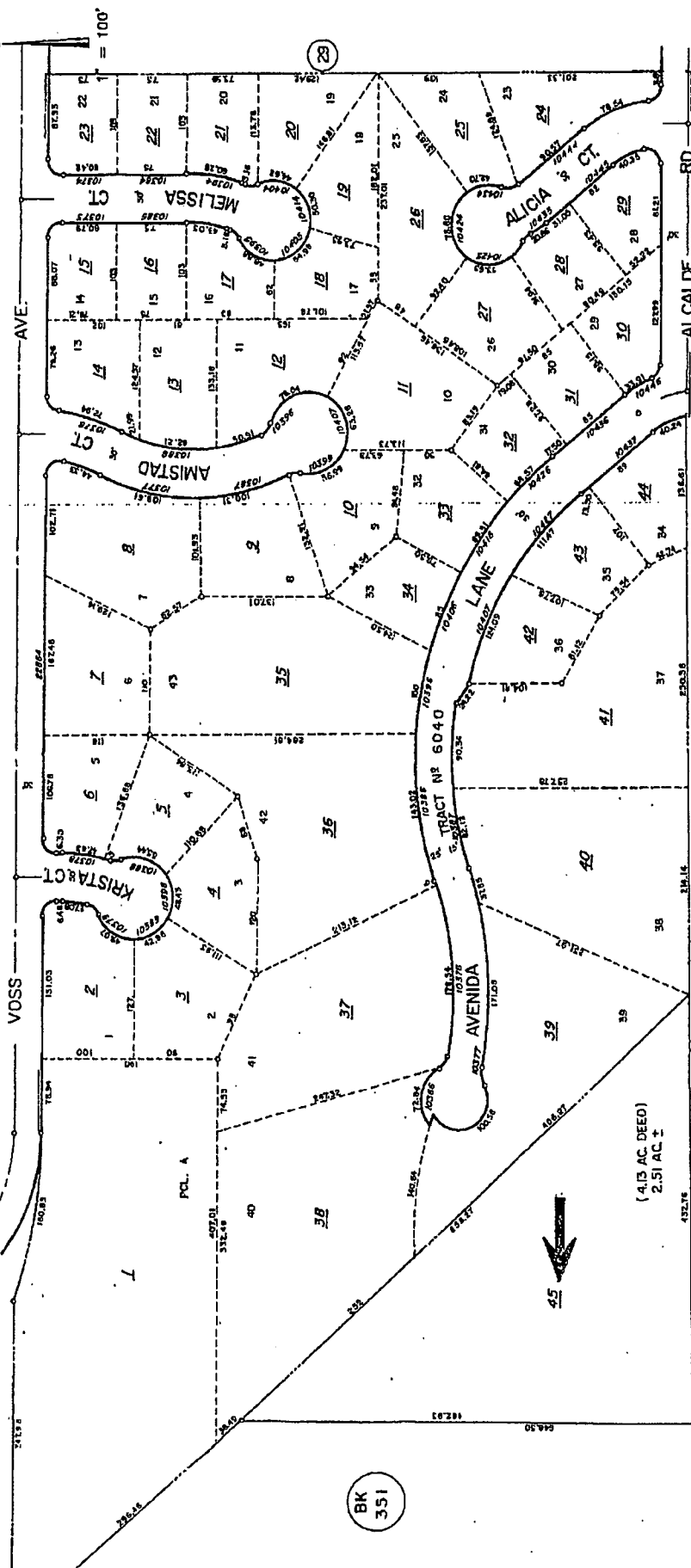
MAP OF INSPIRATION HEIGHTS MONTA VISTA

SHOWING SECTIONS 400-441, INCLUSIVE

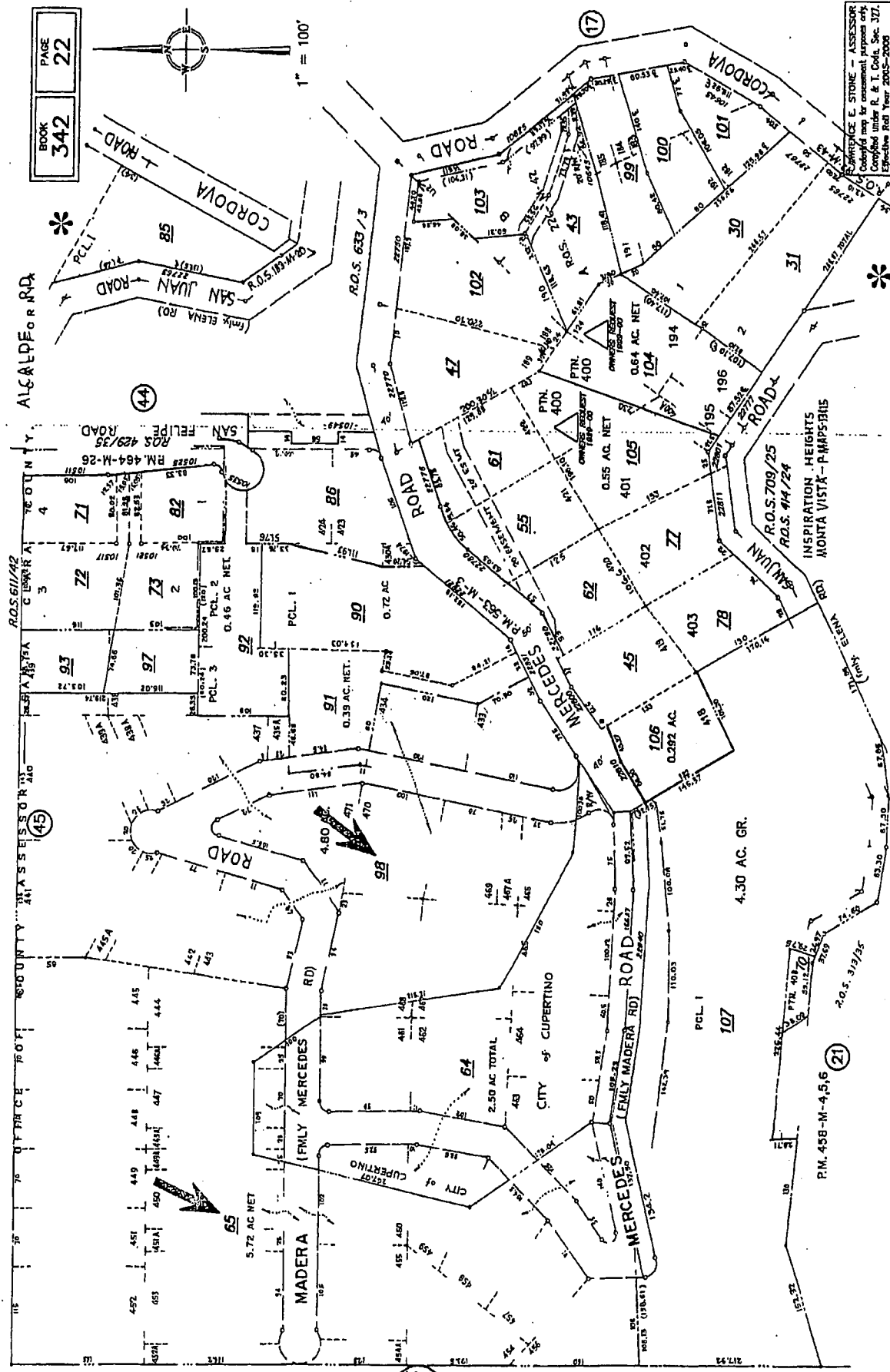
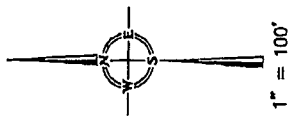


THE INFORMATION ON THIS PLAT IS PROVIDED FOR YOUR CONVENIENCE AS A GUIDE TO THE GENERAL LOCATION OF THE SUBJECT PROPERTY. THE ACCURACY OF THIS PLAT IS NOT GUARANTEED. THIS IS NOT A PART OF ANY POLICY, REPORT OR GUARANTEE TO WHICH IT MAY BE ATTACHED.

[Faint, mostly illegible text block containing legal descriptions, survey data, and signatures. The text is dense and appears to be a formal legal document or survey report.]



LAWRENCE E. STONE — ASSESSOR
 (Ordinary map for assessment purposes only.
 Compiled under R. & T. Code, Sec. 377.
 Effective Roll Year 2008-2007)



ASSessor
C. STONE
Copyright map for assessment purposes only
Compiled under R. & T. Code, Sec. 377.
Effective Roll Year 2005-2008

Bk 1329

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

L. Hollander Notary Public in and for the
County of Santa Clara, State of California.

My commission expires 9-15-49

FILING NO. 384838 Filed for record at the request of California Pacific Title Insurance Co. Feb 9 1946 at 10:44 A.M., recorded in Vol. 1329 of Official Records, page 182 at seq., Santa Clara County Records.

Fee 1.10 4f

CHAS. A. PAYNE RECORDER

Compared doc

compared book

DEED

J.C. McCaughern also known as John C. McCaughern and Caroline McCaughern, his wife, and Charles S. Ash and Cora L. Ash, his wife, the first parties, hereby grant to Permanente Cement Company, a Corporation, the second party, all that real property situated in the County of Santa Clara, State of California, described as follows:

Northeast 1/4 of Section 24, Township 7 South, Range 3 West, Mount Diablo Base and Meridian.

Reserving to the grantor the right to establish and maintain a right of way for road purposes 25 feet in width across the southwesterly corner of the lands herein granted at a specific location to be mutually determined by grantor and grantee.

Also reserving to the grantor the right to use water from the springs presently used by grantor south of Monte Bello Avenue, together with the right to develop said springs and to install and maintain pipe lines therefrom to the remaining lands of the grantor.

IN WITNESS WHEREOF, the said first parties have executed this conveyance this 22nd day of January 1946.

John C. McCaughern
Caroline McCaughern
Charles S. Ash
Cora L. Ash

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA)SS

On this 22nd day of January in the year of our Lord one thousand nine hundred and forty-six before me, S.T. Pereira, a Notary Public in and for said County of Santa Clara, State of California, residing therein, duly commissioned and sworn, personally appeared J.C. McCaughern also known as John C. McCaughern and Caroline McCaughern, his wife and Charles S. Ash and Cora L. Ash, his wife, known to me to be the persons described in and whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

(NOTARIAL SEAL)

S.T. Pereira Notary Public in and for said
County of Santa Clara, State of California.

My commission expires Jan. 8, 1950

FILING NO. 384839 Filed for record at the request of California Pacific Title Insurance Co. Feb 9 1946 at 10:44 A.M., recorded in Vol. 1329 of Official Records, page 183 at seq., Santa Clara County Records.

Fee 1.00 3f

CHAS. A. PAYNE RECORDER

Compared doc

compared book

S.J.A. #162451

THIS AGREEMENT, made and entered into as of the 25th day of August, 1944, by and between The Permanente Metals Corporation, a corporation, first party (hereinafter referred to as "Permanente"), and C.A. Bracher, a single man, F.W. Bracher, a married man, and Albert Bracher, a married man, second parties (hereinafter collectively referred to as "Bracher").

WITNESSETH: Bracher is the owner of certain property in the County of Santa Clara, State of California, adjoining, and in the vicinity of, Stevens Creek, and of certain rights to take water from said property and said creek, which property and rights are more particularly described in Item One of "Exhibit A" attached hereto and by reference incorporated herein and made a part hereof, and is the owner of certain property upon which a well, known as Lane Well, is located, which property is more particularly described in Item Two of said "Exhibit A", and is also the owner of certain property believed suitable for the location of a well, known as Well Site No. 1, which property is more particularly described in Item Three of said "Exhibit A", and is the owner of a certain pipeline for the conveyance of water, and a right-of-way therefor, as more particularly described in Item Four of said "Exhibit A";

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. Bracher hereby grants to Permanente the right to take such water from

C. P. 171268 L. A. 7440

1216596

Grant Deed

BOOK 3510 PAGE 223

ALTHEA L. HAINES, as her separate property

Grant to

PERMANENTE CEMENT COMPANY, a corporation

the real property situated in the

County

of Santa Clara

State of California, described as follows:



BEGINNING at a fence post marked W.A.D.3 standing in the Southwesterly line of the San Antonio Rancho and at the Southernmost corner of the 1160.40 acre tract deeded by William A. Dana and Henry F. Dana to John Snyder by Deed dated October 31, 1864 and recorded November 7, 1884 in Book T of Deeds, page 62, and being also the common corner for lands now or formerly of said Snyder and Walter W. Anthony in the Westerly line of the lands now or formerly of L. A. Pellier's land and running thence along the line of the San Antonio Rancho, North 45° 37' West 763.48 feet to the center of Permanente Road as fenced; thence along the center of Permanente Road by the following courses and distances: North 34° 22' East 171.90 feet; North 39° 22' East 275.87 feet; North 58° 59' East 77.12 feet; North 75° 47' East 69.40 feet; South 80° 27' East 72.70 feet; South 72° 10' East 405 feet; South 52° 13' East 51.40 feet; South 45° 32' East 131 feet; South 62° 48' East 104.60 feet; South 76° 57' East 88.72 feet; South 45° 30' West 884 feet to the point of beginning.

CONTAINING APPROXIMATELY 13.738 acres, and being a portion of the San Antonio Rancho.

EXCEPTING THEREFROM that part of Permanente Road running through the above described tract, as excepted in the Deed from John Snyder to Martha B. Hammond, dated May 9, 1899, recorded November 23, 1900 in Book 234 of Deeds, page 510.

Dated: May 28, 1916

X Althea L. Haines

STATE OF CALIFORNIA

COUNTY OF

Santa Clara

On May 28, 1916

before me, William E. DeGaulle, a Notary Public and duly qualified in said Santa Clara County and State, personally appeared

Althea L. Haines

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same

William E. DeGaulle
Notary Public

My Commission Expires May 28, 1917

RECORDING DATA

1216596

California Fidelity Title Insurance Co.

BOOK 3510 PAGE 223

RECORDING REQUESTED BY
24803 SJ
SM 43543

2785897

2785897
BOOK 6830 PAGE 732

BOOK 6830 PAGE 732

Recorded at the request of
Title Insurance and Trust Company
JAN 28 1965 10:48 AM
PAUL R. TEILH, Recorder,
Santa Clara County, Official Records

Title Insurance and Trust Company
P.O. Box 230
San Mateo, California

AFFIX I.R.S. 71-50 IN THIS SPACE

Grant Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MARION PHYLLIS CROCKER, MARY VIRGINIA SCULLY HART, ARTHUR M. SCULLY, MARION CROCKER SCULLY, MARION SCULLY BARRETT, ARTHUR M. SCULLY, JR., VIRGINIA SCULLY HART, and JOHN DIGGS, as successor trustees, under the last will and Testament of MARY IVES CROCKER, deceased,

hereby GRANT(S) to
KAISER CEMENT & GYPSUM CORPORATION, a California corporation,

the following described real property in the
County of Santa Clara, State of California:

All that certain real property situate in the City of Palo Alto,
County of Santa Clara, State of California, described as follows:

PARCEL ONE

THE EAST HALF (E 1/2) of Section 13, Township 7 South, Range 3 West,
Mount Diablo Base and Meridian, containing approximately 320 acres,
as shown on the official Map thereof on file in the Office of the
Federal Bureau of Land Management (formerly General Land Office)
approved on April 25, 1927.

PARCEL TWO

All that certain real property situate in the County of Santa Clara,
State of California, described as follows:

THE NORTHEAST QUARTER (NE 1/4) and ALL OF LOTS 1, 2, 3, 4, 5 and 6 of
Section 19, Township 7 South, Range 2 West, Mount Diablo Base and
Meridian, containing approximately 346 acres, according to the Official
Map thereof on file in the Office of the Federal Bureau of Land
Management (formerly General Land Office) approved on January 3, 1883.

EXCEPTING THEREFROM that portion thereof described in the Deed from
William L. McLeine and C. H. Lamberton, as executors of the Last Will
and Testament of Mary Ives Crocker, deceased, to Permanente Cement
Company, dated July 2, 1943 and recorded July 15, 1943 in Book 1153
Official Records, Page 10, and more particularly described as follows:

THE NORTH HALF of the Northeast quarter of the Northeast quarter of
Section 19, Township 7 South, Range 2 West, Mount Diablo Base and
Meridian, and containing therein, according to the Official Survey of
said section 18.00 acres more or less.

2785897 JAN 28 65

121

The Grantors herein hereby GRANT to KAISER CEMENT & GYPSUM CORPORATION, a California corporation, the above described real property in the County of Santa Clara, State of California, subject to a Royalty Agreement entered into by and between Grantors and Grantee dated December 29, 1964 and recorded in Book _____ Official Records page _____ Serial No. 278589

BOOK 6830 PAGE 733

Dated December 9, 1964

STATE OF CALIFORNIA
COUNTY OF _____

} ss.

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____

_____ known to me
to be the person whose name _____ subscribed to the within
instrument and acknowledged that _____ executed the same.
WITNESS my hand and official seal.

Signature _____

Name (Typed or Printed) _____

21

Title Order No. RC-355365

Escrow or Loan No. SM-43543 JJ

Letter to family a/k/a
Don in family p.
Mary Virginia Scully Hart a/k/a
Virginia Scully Hart
John D. Scully Trustee
Marion C. Scully a/k/a
Marion Scully Barber
Marion Scully Barber

2785897 JAN 28 65

122

STATE OF Pennsylvania)
COUNTY OF Allegheny) SS

On this 9th day of December, 1964, before me, the undersigned, a Notary Public in and for the State of Pennsylvania, whose principal place of business is located in Allegheny County, Pennsylvania, personally appeared Arthur M. Scully a/k/a Arthur M. Scully, Jr., known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

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

Dorothy Crane
Notary Public, State of Pennsylvania



My Commission expires

2735307 JAN 20 65

123

STATE OF NORTH CAROLINA)
COUNTY OF SURRY) SS

On this 12th day of December, 1964, before me, the undersigned, a Notary Public in and for the State of North Carolina, whose principal place of business is located in Surry County, North Carolina, personally appeared Mary Virginia Scully Hart, a/k/a Virginia Scully Hart, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

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

Harold S. Sine
Notary Public, State of North Carolina

My Commission expires
November 18, 1965.

2785897 JAN 28 65

24

PAL43190

RECORDING PURSUANT TO

Valley Title Company
616 Ramona Street
Palo Alto, California

WITH RECORDING MADE BY

Valley Title Company
616 Ramona Street
Palo Alto, California

BOOK 7787 PAGE 163

3253362

3253362

BOOK 7787 PAGE 163

Recorded at the request of
Valley Title Company
JUL 17 1967 8:11 AM
J. E. LOWLES, Recorder
Santa Clara County, Official Records

MAIL TAX STATEMENT TO

Corporation Grant Deed

IRS - None

Name: Kaiser Cement & Gypsum Corp. INDIVIDUAL
Address: 300 Lakeside Drive
City & State: Oakland, Calif. 94612 VALLEY TITLE COMPANY

A corporation, does hereby GRANT TO

KAISER CEMENT & GYPSUM CORPORATION

the real property situate in the City of Guertino
County of Santa Clara, State of California, described as follows:

PARCEL ONE:

The Southeast quarter of Section 21 and the Southwest quarter of Section 22, all in
Township 7 South Range 2 West of Mount Diablo Base and Meridian.

EXCEPTING THEREFROM all that portion thereof lying Easterly of the Easterly line
of Mountain View-Stevens Creek Road, as said line was established by that certain
Final Order of Condemnation Case No. 108558, a certified copy of which Order was
filed for record on March 13, 1959 and recorded in book 4355 of Official Records, page 292.

ALSO EXCEPTING THEREFROM that certain 1.0 acre tract of land and all that portion
thereof as lies within the bounds of that certain 1.62 acre tract of land described in the
Deed from President and Board of Trustees of Santa Clara College, a corporation, to
Santa Clara Valley Water Conservation District, dated January 28, 1937 and recorded
February 1, 1937 in book 808 of Official Records, page 140.

PARCEL TWO:

The Southeast quarter of the Southwest quarter of Section 21, Township 7, South, Range
2 West, Mount Diablo Base and Meridian.

WITHOUT WARRANTY EXPRESS OR IMPLIED

IN WITNESS WHEREOF, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its
duly authorized officers, this 6th day of July 1967

VALLEY TITLE COMPANY, a corporation

By: *[Signature]* Assistant Vice President
By: _____ Secretary

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On this 14 day of July 1967, before me Helen L. Murphy
a Notary Public in and for said County and State personally appeared Don J. Avila
known to me to be the Assistant Vice President

~~XXXXXXXXXX~~ of the corporation that executed the within and foregoing
instrument, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknow-
ledged to me that such corporation executed the same.

Helen L. Murphy
Notary Public

VALLEY TITLE COMPANY

MAIL TAX STATEMENTS AS DIRECTED ABOVE

HELEN L. MURPHY
NOTARY PUBLIC
Santa Clara County, Calif.

RECORDING REQUESTED BY

3253363

Valley Title Company
616 Ramona Street
Palo Alto, California

WHEN RECORDED MAIL TO

Valley Title Company
616 Ramona Street
Palo Alto, California

BOOK 7787 PAGE 104

Recorded at the request of
Valley Title Company
JUL 17 1967 2:11 AM
GEORGE E. ROWLES, Recorder,
Santa Clara County, Official Records

MAIL TAX STATEMENT TO

Corporation Grant Deed

IRS None

Name: Kaiser Cement & Gypsum Corp. INDIVIDUAL
Address: 300 Lakeside Drive
City & State: Oakland, Calif. 94612 VALLEY TITLE COMPANY

a corporation, does hereby GRANT TO

KAISER CEMENT & GYPSUM CORPORATION

the real property situated in the City of Cupertino
County of Santa Clara, State of California, described as follows:

PARCEL ONE: That certain approximately 2.536 acre parcel of land as shown on that certain Map entitled, "Record of Survey of Lot 5 of Section 15, T. 7 S., R. 2 W., M. D. M., City of Cupertino, California," which Map was recorded August 4, 1965 in the office of the Recorder of the County of Santa Clara, in Book 192 of Maps, at page 7.

EXCEPTING THEREFROM any portion thereof lying within the bounds of Parcel C, as described in that certain Decree under Action No. 24616 in the Superior Court of the State of California in and for the County of Santa Clara entitled, "Kate D. Winship, et al, Plaintiffs, vs. Florence M. Anthony, et al, Defendants", and being shown as that certain approximately 1.945 acre parcel of land on the above named survey map.

PARCEL TWO: That certain approximately 100.793 acre parcel of land as shown on that certain Map entitled, "Record of Survey of the N-E 1/4 of Sec. 21, T-7 S., R. 2 W., M. D. M., Santa Clara County, California", which Map was recorded March 11, 1965 in the office of the Recorder of the County of Santa Clara in Book 192 of Maps, at page 9.

PARCEL THREE: The Northeast 1/4 of the Southwest 1/4 of Section 21, Township 7 South, Range 2 West, M. D. E. & M.

WITHOUT WARRANTY EXPRESS OR IMPLIED

BOOK 7787 PAGE 166

IN WITNESS WHEREOF, said corporation has caused its corporate name and seal to be affixed hereto, and this instrument to be executed by its duly authorized officers, this 6th day of July 1967

VALLEY TITLE COMPANY, a Corporation

By: [Signature] Assistant Vice President

By: [Signature] Secretary

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On this 14th day of July 1967, before me, Helen L. Murphy, a Notary Public in and for said County and State, personally appeared Don J. Avila, Assistant Vice President of the corporation that executed the within and foregoing instrument, and who known to me to be the person who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

HELEN L. MURPHY, Notary Public
Santa Clara County, California

VALLEY TITLE COMPANY

MAIL TAX STATEMENTS AS DIRECTED ABOVE

HELEN L. MURPHY

NOTARY PUBLIC

Santa Clara County, California

RECORDING REQUESTED BY OCT 11-68U
SJ 315593 ew
APN 342-22-33

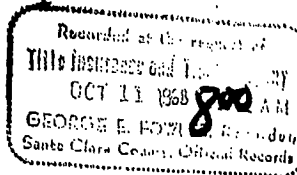
9260 * 20.90

BOOK 8294 PAGE 1
3499260

AND WHEN RECORDED MAIL TO

Name
City of Cupertino
Street
10300 Torre Ave.
Address
Cupertino, California
City & State

BOOK 8294 PAGE 1



MAIL 1-X STATEMENTS TO

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Name
Same as above

AFFIX I.R.S. IN THIS SPACE

Street
Address
City & State

Corporation Quitclaim Deed

TO 403 C

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
KAISER CEMENT AND GYPSUM CORPORATION, formerly known as PERMANENTE
CEMENT COMPANY,

a corporation organized under the laws of the state of CALIFORNIA

hereby REMISES, RELEASES AND QUITCLAIMS to

CITY OF CUPERTINO

that property in Santa Clara County, State of California, described as:

ALL OF LOTS 461, 462 and 464, A PORTION OF LOTS 444, 446A, 447, 448A, 449A, 458, 459, 460, 463, 465, 466, 467 and 468, AND A PORTION OF Madera and Mercedes Roads, as shown upon that certain Map entitled, "Map of Inspiration Heights Menta Vista", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on April 11, 1917 in Book P of Maps, at page 15, and more particularly described as follows:

BEGINNING at the most Southerly corner of that certain 0.490 acre tract of land as shown upon that certain Map entitled, "Record of Survey", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on November 8, 1963 in Book 169 of Maps, at page 25; thence from said point of beginning South 38° 51' West 130.84 feet; thence South 62° 09' West 74.26 feet; thence South 55° 00' West 84.03 feet TO THE TRUE POINT OF BEGINNING of the parcel of land to be described; thence from said true point of beginning North 86° 02' West 100.78 feet; thence North 60° 36' West 180.00 feet; thence North 8° 33' West 216.21 feet; thence North 34° 47' West 100.00 feet; thence West 109.00 feet; thence South 13° 13' West 267.07 feet; thence South 33° 46' 30" East 178.04 feet to the Southerly boundary of lands conveyed to Permanente Cement Company, a California corporation, by Deed recorded in Book 1242, page 221, Official Records of Santa Clara County; thence along said Southerly boundary, South 80° 42' East 169.50 feet; thence South 87° 37' East 166.62 feet; thence North 88° 50' East 86.59 feet; thence North 55° 00' East 69.00 feet to the true point of beginning.

RESERVING THEREFROM a non-exclusive easement for ingress and egress and for the installation and maintenance of public utilities, over the following described parcel of land:

Beginning at the most Southerly corner of that certain 0.490 acre tract of land as shown upon that certain Map entitled, "Record of Survey", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on November 8, 1963 in Book 169 of Maps, at page 25; thence from said point of beginning South 38° 51' West 130.84 feet; thence South 62° 09' West 74.26 feet; thence South 55° 00' West 84.03 feet TO THE TRUE POINT OF BEGINNING of the easement to be described; thence from said true point of beginning South 55° 00' West 69.00 feet; thence Northerly in a direct line 44 feet, more or less, to the point of intersection of a Westerly line of Mercedes Road, with a line which bears North 86° 02' West 63.00 feet from the said true point of beginning; thence South 86° 02' East 63.00 feet to the true point of beginning,

said easement is reserved as appurtenant to and for the benefit of the remaining lands of the Grantors.

3499260

OCT 11 1968

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BOOK 8294 PAGE 2

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its Vice President and Assistant Secretary

thereunto duly authorized.
Dated: September 30, 1968

KAISER CEMENT AND GYPSUM CORPORATION,
formerly known as PERMANENTE CEMENT COMPANY,
a California corporation

STATE OF CALIFORNIA

COUNTY OF Alameda } ss.

On September 30, 1968

before me, the undersigned, a Notary Public in and for said State, personally appeared William Marks

known to me to be the Vice President, and

John H. Bosche known to me to be Assistant

Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

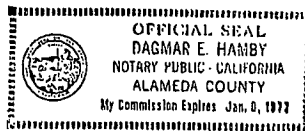
Dagmar E. Hamby

Dagmar E. Hamby

Name (Typed or Printed)

By William Marks Vice President

By John H. Bosche Assistant Secretary



(This area for official notarial seal)

Title Order No. _____

Eserow or Long No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

3499260

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Minute Order

BOOK 8294 PAGE 3

It was moved by Councilman Stokes, seconded by Councilman Dempster and passed unanimously that the City Council accept the quitclaim deed and escrow conditions for the purchase of the water tank site property and that the City Clerk notify the Title Company accordingly.

CITY OF CUPERTINO
COUNTY OF SANTA CLARA
STATE OF CALIFORNIA

I, Wm. E. Ryder, City Clerk of the City of Cupertino and ex officio clerk of the legislative body of said City do hereby certify that the within and annexed instrument is a true and correct copy of the original of the Minute Order on file in my office.

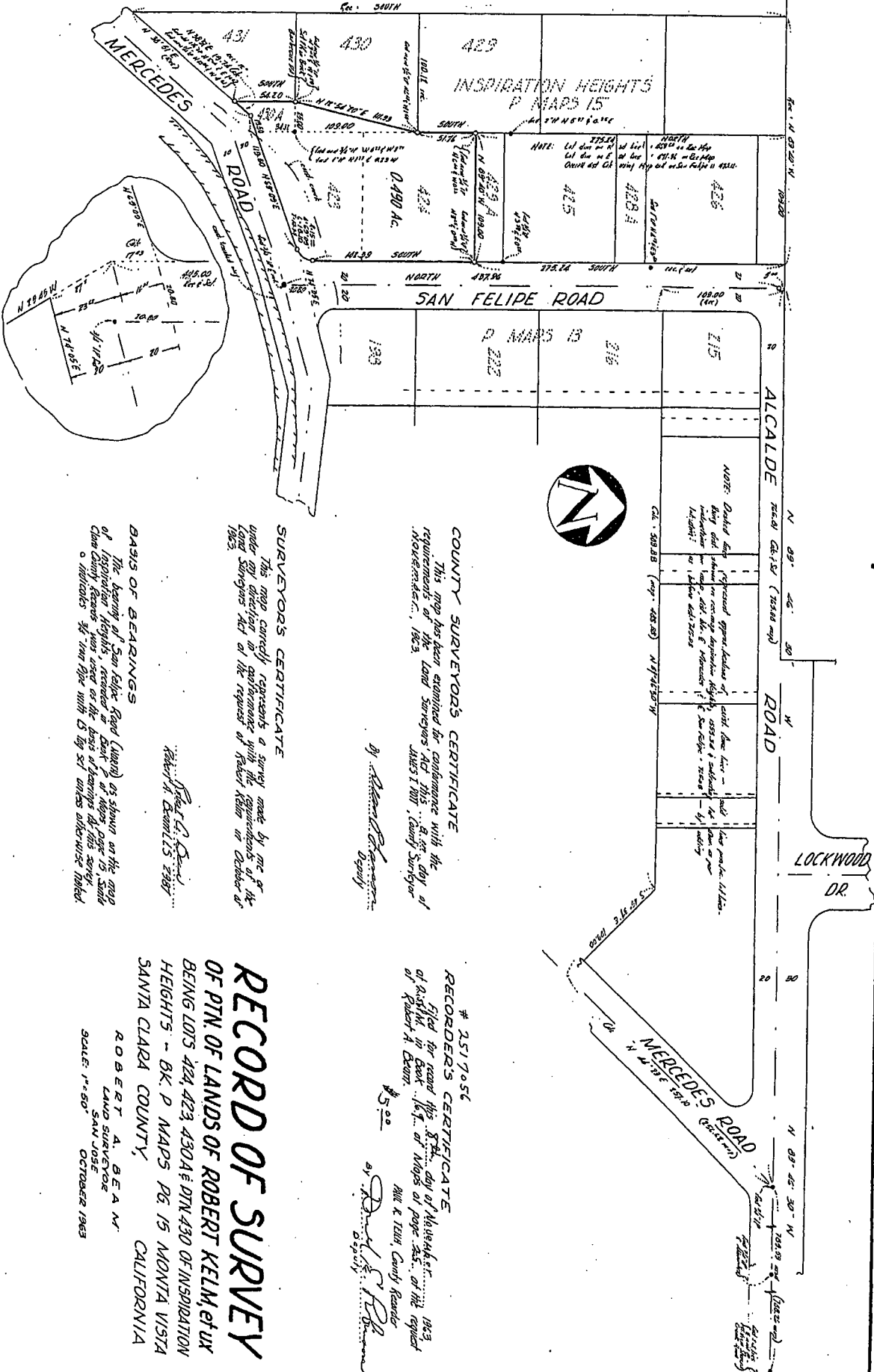
IN WITNESS WHEREOF I have hereunto set my hand and City Seal this 9th day of October, 1968.



OCT 11 1968

3499260

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COUNTY SURVEYOR'S CERTIFICATE

This map has been examined for conformity with the requirements of the Land Surveyors Act this 8th day of November, 1963.

By *Robert H. Kelin*
Deputy

RECORDER'S CERTIFICATE

Filed for record this 8th day of November, 1963, of a certain map, map of page 355, of the request of Robert H. Kelin.

By *Robert H. Kelin*
Deputy

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me of the land shown on the map, and I am a duly licensed Surveyor under the provisions of the Land Surveyors Act of 1903.

By *Robert H. Kelin*
Deputy

RECORD OF SURVEY
OF PTN OF LANDS OF ROBERT KELIN, et ux
BEING LOTS 424, 423, 430A & DTN 430 OF INSPIRATION
HEIGHTS - BK. P MAPS PG. 15 MONTA VISTA
SANTA CLARA COUNTY,
CALIFORNIA

ROBERT A. BEAUM
LAND SURVEYOR
SAN JOSE
OCTOBER 1963

BASES OF BEARINGS
The bearing of San Felipe Road (shown on the map of Inspiration Heights, located in Book 2 of Maps page 15, Santa Clara County Records) was used as the basis of bearings for this survey.
* indicates 3/4 inch pipe with 15 kg set unless otherwise noted

25

12-3-1969
Assessment No. 351-11-6 DEC-3-69U 7602.74 12.65

3727682

Return to: Kaiser Cement & Gypsum Corporation
300 Lakeside Drive, Room 2608
Oakland, Calif. 94600

BOOK 8757 PAGE 470

Full Value

EXECUTORS' DEED

JRS. 12.65

IN CONSIDERATION of the sum of Eleven Thousand Two Hundred Fifty and No/100 Dollars (\$11,250.00), receipt of which is hereby acknowledged, we, CHESTER O. ROOT and JESSIE C. GRAYBIEL, as Executors of the Will of SENA CAMPBELL, deceased, pursuant to the order of the Superior Court of the State of California, in and for the County of Sonoma, made in the matter of the Estate of SENA CAMPBELL, deceased, proceeding No. 36651, on November 24, 1969, confirming sale of real estate and directing the execution of a conveyance,

HEREBY GRANT to KAISER CEMENT & GYPSUM CORPORATION, a California Corporation, all right, title, interest and estate of the decedent at the time of her death, and all right, title and interest that the estate may have subsequently acquired by operation of law or otherwise in and to the real property situated in the County of Santa Clara, State of California, described as follows:

Lots 2 and 3 of Section 20 in Township 7 South Range 2 West of Mount Diablo Meridian in California, together with a right of way 25 feet wide for a wagon road, along the road as now traveled on Lot 1 of said section and extending therefrom Westerly near the Northerly line of said Lot 1 in said section to the Easterly line of said Lot 2 in said Section.

As granted in the Deed from John R. McCarthy, et ux to George Campbell, recorded September 16, 1905, in Book 297 of Deeds, page 636.

DATED: November 25, 1969.

3727682

BOOK 8757 PAGE 470
RECORDED AT THE REQUEST OF
Title Insurance and Trust Company
DEC 3 1969 800 AM
GEORGE E. FOWLES, Recorder
SANTA CLARA COUNTY, OFFICIAL RECORDS

Chester O. Root
Chester O. Root

Jessie C. Graybiel
Jessie C. Graybiel

As Executors of the Will of
SENA CAMPBELL, deceased.


LA 324993

280
Mail Tax Statement as above

3727682

DEC 3 1969

RECORDS DEPARTMENT NOT COMPLETELY PHOTOGRAPHED

<p>RECORDING REQUESTED BY Title Insurance and Trust Co. Escrow No. TS 406378 ss</p>	<p>6556 * 102.85</p>	<p style="text-align: right;">6386556</p> <p style="text-align: right;">E 524 <small>USE 322</small></p> <p style="text-align: right;">E 524 <small>USE 322</small></p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> <p><small>Recorded at the request of</small> Title Insurance and Trust Company MAY 29 1979 <small>CHAS. A. HORN, President</small></p> </div>
<p>AND WHEN RECORDED MAIL TO</p>		
<p><small>Name</small> Kaiser Cement & Gypsum Corp. <small>Street Address</small> 300 Lakeside Dr. <small>City & State</small> Oakland, CA 94612</p>	<p style="font-size: 2em; transform: rotate(-45deg); opacity: 0.5;">400</p>	
<p>MAIL TAX STATEMENTS TO</p>		
<p><small>Name</small> same as above <small>Street Address</small> <small>City & State</small></p>		
<p><small>SPACE ABOVE THIS LINE FOR RECORDER'S USE</small></p>		
<p>Individual Quitclaim Deed <small>THIS FORM FURNISHED BY TIGOR TITLE INSURERS A.P.M.</small></p>		
<p>The undersigned grantor(s) declare(s): Documentary transfer tax is \$ <u>102.85</u> <input checked="" type="checkbox"/> computed on full value of property conveyed, or <input type="checkbox"/> computed on full value less value of liens and encumbrances remaining at time of sale. <input checked="" type="checkbox"/> Unincorporated area; <input type="checkbox"/> City of _____, and</p> <p>FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Jules Bernard, Jr., being the same person as Jules Marius Bernard, and Alice M. Bernard, his wife, hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to Kaiser Cement & Gypsum Corporation, a California corporation the following described real property in the County of Santa Clara, State of California: For description see Schedule C attached hereto and made a part hereof by reference.</p> <p>This deed is given in full satisfaction and as a complete performance of an agreement to convey executed by Jules Bernard, Jr. and Alice M. Bernard, his wife, to Kaiser Cement & Gypsum Corporation, dated March 16, 1979 and recorded on May 8, 1979 in Book E0477 Page 593, Official Records of said County.</p> <p>Dated <u>May 18, 1979</u></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>STATE OF CALIFORNIA } COUNTY OF <u>Santa Clara</u> } ss On <u>May 29, 1979</u> before me, the under- signed, a Notary Public in and for said State, personally appeared <u>Jules Bernard, Jr. and</u> <u>Alice M. Bernard</u>.</p> <p>known to me to be the person(s) whose name(s) <u>they</u> subscribed to the within instrument and acknowledged that <u>they</u> executed the same. WITNESS my hand and official seal.</p> <p>Signature <u>Audrey Lacy</u></p> </div> <div style="width: 50%;"> <p><u>Jules Bernard, Jr.</u> <u>Alice M. Bernard</u></p> <p>X <u>Alice M. Bernard</u></p> </div> </div> <div style="text-align: center; margin-top: 20px;">  </div>		
<p>Title Order No. _____ Factum or Loan No. _____</p>		

MAY 29 1979

APPLICATION NO. SJ-406378

Schedule C

E 524 7:323

The land related to herein is described as follows:

ALL THAT CERTAIN REAL PROPERTY IN THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOTS NUMBERED 1 AND 4, SECTION 20, TOWNSHIP 7 SOUTH, RANGE 2 WEST, EXCEPT THAT PORTION THEREOF AS CONVEYED BY JOHN R. MC CARTHY AND MARGARET MC CARTHY, HIS WIFE, TO CHARLES A. SULLIVAN, DATED MAY 29, 1896, AND RECORDED AUGUST 7, 1896, IN VOLUME 190 OF DEEDS, AT PAGE 306, AS FOLLOWS:

1ST: BEGINNING AT A 3" X 3" REDWOOD POST AT THE CENTER OF SECTION 20, TOWNSHIP 7 SOUTH, RANGE 2 WEST, MOUNT DIABLO MERIDIAN, FROM WHICH BEARS A LIVE OAK 8 INCHES IN DIAMETER NORTH 21° 10' EAST 195 LINKS, A LIVE OAK 2 INCHES IN DIAMETER NORTH 85 1/2° WEST 174 LINKS, THENCE ALONG THE LINE BETWEEN THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 20, NORTH 15.95 CHAINS TO A 3" X 3" POST SET ON THE NORTH SLOPE OF RIDGE, THENCE WEST 15.95 CHAINS TO A 3" X 3" POST SET ON THE SOUTH SLOPE OR RIDGE, THENCE SOUTH 15.95 CHAINS TO THE LINE BETWEEN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SAID SECTION 20, THENCE EAST ALONG SAID LINE 15.95 CHAINS TO THE PLACE OF BEGINNING, AND BEING THE MOST SOUTHEASTERN PORTION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 7 SOUTH, RANGE 2 WEST, MOUNT DIABLO MERIDIAN.

2ND: BEGINNING AT A POST ON THE LINE BETWEEN THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 7 SOUTH, RANGE 2 WEST, MOUNT DIABLO MERIDIAN, DISTANT THEREON NORTH 15.95 CHAINS FROM THE CENTER OF SAID SECTION 20, AS ABOVE DESCRIBED AND RUNNING NORTH 300 FEET TO A POINT, THENCE WEST 15.95 CHAINS TO A POINT, THENCE SOUTH 300 FEET TO A POINT AND THENCE EAST 15.95 CHAINS TO THE PLACE OF BEGINNING, AND BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 20, AS ABOVE DESCRIBED AND ADJOINING ON THE NORTH.

MAY 22 1979

RECORDING REQUESTED BY
Title Insurance & Trust Co.
TS 393780-88

US945 *409.75

6715945

F 295 PAGE 601

F 295 PAGE 601
Recorded at the request of
Title Insurance and Trust Company

AND WHEN RECORDED MAIL TO

Kaiser Cement Corporation
300 Lakeside Drive
Oakland, CA 94612

APR 28 1980 8:00 A.M.

George A. Mann, Recorder
Santa Clara County, Official Records

MAIL TAX STATEMENTS TO

Kaiser Cement Corporation
300 Lakeside Drive
Oakland, CA 94612

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Computed on TRANSFER TAX \$ 409.75
SURVEY MON.
PRES. FUND
FEE \$10.00

GRANT DEED
(CORPORATION)

(Exhibit No. TS 393780-88)

By this instrument dated _____, for a valuable consideration,
KAISER ALUMINUM & CHEMICAL CORPORATION, a Delaware corporation,

hereby GRANTS to KAISER CEMENT CORPORATION, a California corporation,

the following described Real Property in the State of California, County of Santa Clara, unincorporated area

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

IN WITNESS WHEREOF, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its Vice President and Assistant Secretary thereunto duly authorized.

KAISER ALUMINUM & CHEMICAL CORPORATION



By [Signature] Vice President
By [Signature] Asst. Secretary

STATE OF CALIFORNIA

COUNTY OF ALAMEDA
VICE PRESIDENT

On FEBRUARY 27, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared E. ALLEN HOLBROOK and BRUCE D. OLIVER known to me to be the ASSISTANT SECRETARY respectively of the Corporation

that executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

KATHERINE ARVELAS
NOTARY PUBLIC - CALIFORNIA
COUNTY OF ALAMEDA
My Commission Expires May 14, 1982

Notary's Signature Katherine Arvelas
KATHERINE ARVELAS

MAIL TAX STATEMENTS AS DIRECTED ABOVE

APR 28 1980

F 295 602

Exhibit A to Deed
Kaiser Aluminum & Chemical Corporation, Grantor;
Kaiser Cement Corporation, Grantee

PARCEL NO. 1
(Also referred to herein as Parcel B)

All that certain parcel of land situate in Section 16, T 7 S, R 2 W, MDB&M and in the Rancho San Antonio, Santa Clara County, California, and being more particularly identified as Parcel B as shown on Parcel Map as submitted by Grantor and recorded December 10, 1979, in Book 455 of Maps at Page 14 ("Parcel Map").

BEGINNING at a point on the Southwesterly line of the Rancho San Antonio, the aforementioned point bears South 45° 10' East 125.93 feet from the Westerly corner of that certain Tract of Land recorded in Book 678 of Official Records of Santa Clara County, at Page 428, and thence running along the aforementioned Southwesterly line of the Rancho San Antonio South 45° 10' East 56.30 feet; thence leave said Southwesterly line and running the following courses and distances South 35° 08' 20" West 255.25 feet, South 80° 09' 32" West 146.75 feet; South 38° 29' 12" West 438.38 feet; South 35° 09' 32" West 187.66 feet; North 9° 56' 21" East 197.62 feet; North 55° 00' 03" West 407.39 feet; North 34° 29' 30" East 167.75 feet; North 47° 32' 58" West 130.82 feet; North 37° 07' 02" East 27.55 feet; North 75° 34' 32" East 105.90 feet; South 58° 29' 58" East 146.25 feet; North 36° 51' 32" East 593.62 feet to a point on the aforementioned Southwesterly line of the Rancho San Antonio, and thence running along said Rancho line North 45° 10' 00" West 183.38 feet to a point on the Easterly line of that parcel of land recorded in Book 1080, Official Records of Santa Clara County, at Page 45, and thence running along said line North 35° 08' 20" East 200.00 feet; and thence leave the aforementioned line and run South 37° 40' 59" East 189.20 feet, and thence North 35° 08' 20" East 341.28 feet to a point on the Southerly line of the lands of the Roman Catholic Archbishop of San Francisco as delineated on sheet one of that Record of Survey filed for Record in Book 260 of Maps, Official Records of Santa Clara County, at Page 28, and thence running along said line South 54° 51' 43" East 626.85 feet, and thence running South 42° 52' 28" West 80.88 feet to the beginning of a circular curve concave to the left having a tangent bearing of South 65° 00' 12" West, a radius of 766.98 feet, an interior angle of 26° 00' 25" and an arc length of 348.14 feet; thence running North 51° 00' 00" West 50.00 feet; South 38° 00' 56" West 67.23 feet; and thence South 34° 36' 37" West 121.26 feet to the Point of Beginning of this description. Being a portion of Parcel A acquired by Grantor (successor of The Permanente Metals Corporation) from The Permanente Corporation and a portion of the land conveyed by deed recorded April 12, 1941, in Volume 1029, Page 408, of the Official Records of Santa Clara County.

Page 1 of 6

APR 28 1980

F 295 PM 603

BUT EXCEPTING AND RESERVING THEREFROM, for Grantor, its agents, employees, guests, or invitees, and its successors and assigns (Grantor), easements for roadway purposes appurtenant to Parcel A of said Parcel Map, to use the roadways described herein on said Parcel B for ingress and egress to and from said Parcel A and for other purposes reasonably necessary or convenient to Grantor, and without limitation as to the size, frequency, and quantity of vehicular traffic, provided such traffic does not unreasonably interfere with Grantee's use of the said Parcel B. Said easements are as follows:

All that certain real property situate in the County of Santa Clara, State of California, described as follows:

EASEMENT #1

Being an easement of a uniform width of 20.00 feet for the purposes of ingress and egress, the centerline of which is more particularly described as follows:

BEGINNING at a point on the common dividing line between Parcel B and the Parcel of land designated Southern Pacific Railroad as said Parcels are shown on that certain Parcel Map recorded in Book 455 of Maps at Page 14, Santa Clara County Records, said point being the Southernmost point on said common dividing line, and an angle in the boundary of said Parcel B; thence along said common dividing line North 35° 08' 20" East 39.76 feet to the TRUE POINT OF BEGINNING of the centerline herein being described; thence leaving said TRUE POINT OF BEGINNING and said common dividing line South 80° 45' 45" West 54.78 feet; thence Southwesterly along the arc of a tangent curve to the left having a radius of 260.00 feet, through a central angle of 23° 02' 16" for an arc length of 104.54 feet; thence South 57° 43' 30" West 15.00 feet; thence Southwesterly along the arc of a tangent curve to the left having a radius of 600.00 feet, through a central angle of 15° 15' 01" for an arc length of 159.70 feet; thence South 42° 28' 29" West 90.84 feet to a point hereinafter referred to as point "A"; thence South 44° 15' 12" West 138.59 feet to a point hereinafter referred to as point "B", said point also being the terminal point of the centerline herein being described.

Said easement being bounded on the Southeast by the common dividing line between said Parcel B and said Parcel of land designated Southern Pacific Railroad.

Excepting therefrom all that portion of said easement hereinbefore described which lies to the Southeast of said Parcel B.

EASEMENT #1A

Being an easement of a uniform width of 20.00 feet for the purposes of ingress and egress, the centerline of which is more particularly described as follows:

APR 28 1980

F 295 PMS 604

BEGINNING at a point on the common dividing line between Parcel B and the Parcel of land designated Southern Pacific Railroad as said Parcels are shown on that certain Parcel Map recorded in Book 455 of Maps at Page 14, Santa Clara County Records, said point being the Southernmost point on said common dividing line, and an angle in the boundary of said Parcel B; thence along said common dividing line North $35^{\circ} 08' 20''$ East 39.76 feet to the TRUE POINT OF BEGINNING of the centerline herein being described; thence leaving said TRUE POINT OF BEGINNING and said common dividing line South $80^{\circ} 45' 45''$ West 54.78 feet; thence Southwesterly along the arc of a tangent curve to the left having a radius of 260.00 feet, through a central angle of $23^{\circ} 02' 16''$ for an arc length of 104.54 feet; thence South $57^{\circ} 43' 30''$ West 15.00 feet; thence Southwesterly along the arc of a tangent curve to the left having a radius of 600.00 feet, through a central angle of $15^{\circ} 15' 01''$ for an arc length of 159.70 feet; thence South $42^{\circ} 28' 29''$ West 90.84 feet to a point hereinafter referred to as point "A"; thence South $44^{\circ} 15' 12''$ West 138.59 feet to a point hereinafter referred to as point "B", said point also being the terminal point of the centerline herein being described.

Said easement being bounded on the Southeast by the common dividing line between said Parcel B and said Parcel of land designated Southern Pacific Railroad.

Excepting therefrom all that portion of said easement which lies within said Parcel B.

EASEMENT #2

Being an easement of a uniform width of 30.00 feet for the purposes of ingress and egress, the centerline of which is more particularly described as follows:

BEGINNING at that certain point hereinbefore described as point "B", being the terminal point of the centerline of the hereinbefore described Easement #1; thence leaving said POINT OF BEGINNING South $35^{\circ} 14' 34''$ West 59.43 feet; thence South $32^{\circ} 55' 14''$ West 95.44 feet to a point on the common dividing line between Parcels A and B as said Parcels are shown on the hereinbefore described Parcel Map, said point bears North $9^{\circ} 56' 21''$ East 105.08 feet from the most Southerly corner of said Parcel B, said point also being the terminal point of the centerline herein being described.

Said easement being bounded on the Southwest by said common dividing line between Parcels A and B.

EASEMENT #3

Being an easement of a uniform width of 20.00 feet for the purposes of ingress and egress, the centerline of which is more particularly described as follows:

APR 28 1960

F 295 605

BEGINNING at that certain point hereinbefore described as point "A" in the centerline of the hereinbefore described Easement #1; thence leaving said POINT OF BEGINNING North 72° 33' 24" West 53.40 feet; North 50° 51' 18" West 41.86 feet to a point hereinafter referred to as point "C", said point being the terminal point of the centerline herein being described.

EASEMENT #4

Being an easement of a uniform width of 20.00 feet for the purposes of ingress and egress, the centerline of which is more particularly described as follows:

BEGINNING at that certain point hereinbefore described as point "B", being the terminal point of the centerline of the hereinbefore described Easement #1; thence leaving said POINT OF BEGINNING North 5° 21' 59" East 142.32 feet to a point hereinbefore described as point "C"; thence leaving said point "C" North 7° 04' 27" West 68.25 feet; thence North 10° 48' 26" West 47.11 feet to a point hereinafter referred to as point "D"; thence leaving said point "D" North 54° 50' 37" West 7.46 feet to a point hereinafter referred to as point "E"; thence leaving said point "E" and continuing along last described line North 54° 50' 37" West 176.03 feet; thence South 35° 14' 07" West 228.30 feet to a point hereinafter referred to as point "F"; thence leaving said point "F" and continuing along last described line South 35° 14' 07" West 50.39 feet to a point on the common dividing line between Parcels A and B designated as North 55° 00' 03" West 407.39 feet as shown on the hereinbefore described Parcel Map, said point being distant South 55° 00' 03" East 108.85 feet from the Northwesterly terminus of said dividing line, said point also being the terminal point of the centerline herein being described.

Said easement being bounded on the Southwest by said common dividing line between Parcels A and B.

EASEMENT #5

Being an easement of a uniform width of 20.00 feet for the purposes of ingress and egress, the centerline of which is more particularly described as follows:

BEGINNING at that certain point hereinbefore described as point "E" in the centerline of the hereinbefore described Easement #4; thence leaving said POINT OF BEGINNING South 35° 09' 58" West 203.31 feet; thence South 82° 08' 46" West 37.60 feet; thence North 54° 35' 35" West 148.82 feet to a point hereinbefore referred to as point "F", said point being the terminal point of the centerline herein being described.

EASEMENT #6

Being an easement of a uniform width of 20.00 feet for the purposes of ingress and egress, the centerline of which is more particularly described as follows:

APR 28 1980

F 295 PAGE 606

BEGINNING at that certain point hereinbefore referred to as point "D" in the centerline of the hereinbefore described Easement #4; thence leaving said POINT OF BEGINNING North 35° 08' 38" East 742.63 feet; thence North 37° 40' 59" West 200.02 feet to a point on the common dividing line between Parcels A and B designated as North 35° 08' 30" East 341.28 feet as shown on the hereinbefore mentioned Parcel Map, said point being distant North 35° 08' 30" East 10.47 feet from the Southwesterly terminus of said dividing line, said point also being the terminal point of the centerline herein being described.

Said easement being bounded on the Northwest by the common dividing line between Parcels A and B.

AND FURTHER EXCEPTING AND RESERVING FROM SAID PARCEL 1 (also referred to herein as Parcel B) an easement appurtenant to Parcel A of said Parcel Map for Grantor to have, use, install, maintain, and remove an underground water line located as set forth below, including the right to come upon said Parcel B for purposes of repair, removal, or to install additional water, gas, sewer, or other similar lines underground which Grantor shall from time to time deem desirable, provided such activity shall be conducted so as to not unreasonably interfere with Grantee's use of Parcel B:

WATER LINE EASEMENT

All that certain real property situate in the County of Santa Clara, State of California, being an easement of a uniform width of 10.00 feet, for the purposes of maintenance of an existing water line or installation of a new water line or related appurtenances, the centerline of which is more particularly described as follows:

BEGINNING at a point on the general Southeasterly line of Parcel B as said Parcel is shown on that certain Parcel Map recorded in Book 455 of Maps at Page 14, Santa Clara County Records, said point being distant North 38° 29' 12" East 37.17 feet from an angle point in said general Southeasterly line of Parcel B; thence leaving said POINT OF BEGINNING and said general Southeasterly line of Parcel B along the following courses and distances: North 55° 10' 32" West 26.05 feet, South 40° 35' 24" West 4.25 feet, North 51° 01' 31" West 46.40 feet, South 37° 50' 47" West 4.06 feet, South 82° 26' 23" West 49.97 feet and North 54° 48' 54" West 384.18 feet to a point on the common dividing line between Parcels A and B, as said Parcel A is also shown on the aforementioned Parcel Map, said point being distant North 34° 29' 30" East 8.05 feet from the Southwesterly terminus of that certain course on the general Northwesterly line of said Parcel B described as North 34° 29' 30" East 167.75 feet on said Parcel Map, said point also being the terminal point of the centerline herein being described.

Said easement being bounded on the Southeast by said general Southeasterly line of Parcel B, and bounded on the Northwest by said common dividing line between Parcels A and B.

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Said Easements are shown on the attached map, described as "Exhibit B", Job No. 80007, File No. 2679, prepared by Mark Thomas & Co., Inc.

PARCEL NO. 2

BEGINNING at a point on the Southwesterly line of the Rancho San Antonio, distant thereon South 45° 10' East 293.82 feet from the most Westerly corner of that certain Parcel of land recorded in Book 678 of Official Records of Santa Clara County, at Page 428; running thence from said Point of Beginning the following courses and distances: South 35° 08' 20" West 120.00 feet; South 45° 10' East 132.00 feet, more or less, to a point on the Right of Way Line of Permanente Creek Road, as said road was deeded to the County of Santa Clara by Deed, and recorded in Book 170 of Deeds at Page 10, Official Records of Santa Clara County; and thence running Northeasterly along the Northwesterly line of the aforementioned Right of Way 120 feet, more or less, to the point of intersection with the Southwesterly line of the Rancho San Antonio, thence along said Rancho line North 45° 10' West 146.00 feet, more or less, to the Point of Beginning. Being that Parcel B acquired by Grantor (successor of The Permanente Metals Corporation) from The Permanente Corporation and a portion of the land conveyed by deed recorded April 12, 1941, in Volume 1029, Page 408, of the Official Records of Santa Clara County.

APR 28 1980

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Chicago Title #738584SM C/1

Recording Requested By:

Kaiser Aluminum & Chemical
Corporation
6177 Sunol Blvd.
Pleasanton, CA 94566-7769

When Recorded Return To:

Thomas P. O'Donnell, Esq.
Pillsbury, Madison & Sutro
Ten Almaden, Suite 800
San Jose, CA 95113

REC FEE	16
RMF	12
MICRO	1
RTCF	11
LIEN	
SMPF	10
TC PCOR	20

12978152

Recorded at the request of
Chicago Title Insurance Company

AUG 10 1995

8:00 AM
Brenda Davis, Recorder
SANTA CLARA COUNTY, OFFICIAL RECORDS

FILOR REQUESTS -
DO NOT RECORD STAMP VALUE

GRANT DEED

For valuable consideration, Kaiser Aluminum & Chemical Corporation, a Delaware corporation ("Grantor"), hereby grants to Kaiser Cement Corporation, an Arizona corporation ("Grantee"), the real property in the County of Santa Clara, State of California, described in Exhibit A attached hereto and made a part hereof.

Such property is conveyed to the Grantee subject to (a) all easements, covenants, conditions, restrictions and other encumbrances of record, and (b) all matters which would be revealed or disclosed in an accurate survey of such property. Nothing contained in this Grant Deed is intended to limit any representations and warranties made by the Grantor to the Grantee in any other agreement between such parties.

IN WITNESS WHEREOF, Kaiser Aluminum & Chemical Corporation has executed this Grant Deed as of August 10, 1995.

KAISER ALUMINUM & CHEMICAL CORPORATION

By

Name: J. A. Bonn

Title: Vice President

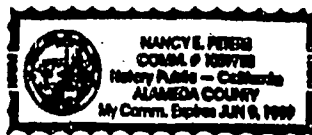

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STATE OF CALIFORNIA)
COUNTY OF ALAMEDA)

On August 8, 1995 before me, the undersigned, a Notary Public in and for said State, personally appeared J. A. Bonn, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signed



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ILLEGIBLE NOTARY CERTIFICATION AND SEAL DECLARATION
(GOVERNMENT CODE 27361.7)

Fill in applicable information and print "N/A" for any items not required.

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } ss.

NAME OF NOTARY NANCY E. PETERS

PLACE OF NOTARY'S OATH/BOND ALAMEDA
(County in the seal)

COMMISSION I.D. NUMBER 1059788

VENDOR I.D. NUMBER NNA1

COMMISSION EXPIRATION DATE 6-9-99

I certify under penalty of perjury under the laws of the state of California
that the foregoing is true and correct. (CCP 2015.5)

PLACE OF EXECUTION OF THIS DECLARATION SAN JOSE CA.
(City and State)

DATE 8-10-95

BY AUGUSTO PAILO
(signature)

FOR CHICAGO TITLE
(Firm name)

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EXHIBIT A

Page 1

All that certain Real Property in the City of Un-incorporated Area, County of Santa Clara, State of California, described as follows:

PARCEL ONE:

All that real property situated in Section 16 of Township 7 South, Range 2 West, M.D.B. & M. in the County of Santa Clara, State of California, being a portion of that 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 428 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 Book 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 No. 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 35° 08' 20" West a distance of 1760.00 feet; thence leaving said line of "Parcel No. 13" North 88° 44' 10" West a distance of 1070.00 feet; thence North 38° 29' 10" West a distance of 700.00 feet; thence North 51° 30' 50" East a distance of 200.00 feet; thence South 38° 29' 10" East a distance of 472.71 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.

Excepting therefrom that portion thereof conveyed by the permanente Metal Corporation, a Delaware Corporation, to the Permanente Corporation, a California Corporation, by Deed dated January 8, 1942 recorded April 10, 1942 in Book 1090 of Official Records, Page 212, and more particularly described as follows:

All that real property situated in the County of Santa Clara, State of California, and being a Portion of the certain 47.5 acre Parcel of Land designated "Parcel A", and conveyed to the Todd-California Shipbuilding Corporation by the Permanente Corporation, by Deed recorded April 12, 1941 in the Office of the County Recorder of Santa Clara County, California, in Book 1029 of Official Records, at Page 408 thereof; particularly described as follows:

Beginning at a point in the Southeasterly line of said "Parcel A", distant thereon South 35° 08' 20" West 255.25 feet from a 2" iron pipe monument marking the most Easterly corner of said "Parcel 1".

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Running thence from said Point of Beginning along said Southeasterly line of "Parcel A" South 35° 08' 20" West a distance of 1504.75 feet to the most Southerly corner of said "Parcel A"; thence on and along the Southwesterly line of said "Parcel A"; North 88° 44' 20" West a distance of 156.32 feet; thence leaving said Southwesterly line of "Parcel A" North 35° 09' 32" East a distance of 1050.51 feet; thence North 38° 29' 12" East a distance of 438.38 feet; thence North 80° 09' 32" East a distance of 146.75 feet, more or less, to said Point of Beginning.

PARCEL TWO:

Beginning at the most Southerly corner of that certain 1.63 acre Tract conveyed to the Roman Catholic Archbishop of San Francisco by the Southern Pacific Company, by Deed dated October 28, 1939 and recorded February 11, 1941 in the Office of the County Recorder of Santa Clara County, California, in Book 1020 of Official Records at page 466 thereof; said Point of Beginning being in the Southwesterly line of the San Antonio Rancho, as patented. Running thence from said Point of Beginning along said Rancho Line North 45° 10' 00" West a distance of 1803.14 feet to a 2" iron pipe monument which bears South 43° 39' 39" East a distance of 188.62 feet from the point of intersection of said Rancho Line with the Northerly line of Lot 3 of Section 16, Township 7 South, Range 2 West, M.D.B. and M; thence leaving said Rancho Line South 69° 18' 29" East a distance of 1169.89 feet; thence South 54° 51' 43" East a distance of 807.61 feet to the most Easterly corner of said 1.63 acre tract; thence along the Southeasterly line of said 1.63 acre Tract, South 42° 52' 28" West a distance of 80.88 feet; thence continuing along said Southeasterly line of said 1.63 acre Tract Westerly on a circular curve concave to the left having a radius of 766.98 feet, and arc distance of 348.14 feet (The Chord of said curve bears South 52° 00' 00" West 345.16 feet); thence continuing along said Southeasterly line of said 1.63 acre Tract North 51° 00' 00" West a distance of 50.00 feet; thence continuing along said Southeasterly line of 1.63 acre Tract South 38° 00' 56" West a distance of 67.23 feet; thence continuing along said Southeasterly line of 1.63 acre Tract South 34° 36' 37" West a distance of 121.26 feet, more or less, to said Point of Beginning.

PARCEL THREE:

All that real property situate in Section 16 of Township 7 South, Range 2 West, M.D.B. and 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 2" iron pipe monument marking the most Northerly corner of that certain 47.5 acre Parcel of Land described as "Parcel A" and conveyed to the Todd-California Shipbuilding Corporation by the Permanente Corporation by Deed recorded April 12, 1941, in the Office of the County Recorder of Santa Clara County, State of California, in Book 1029 of Official Records at Page 408 thereof, said 2" iron pipe monument being also in the Southwesterly line of Rancho San Antonio; running thence from said Point of Beginning along said Southwesterly line of said Rancho San Antonio North 45° 10' West a distance of 1149.30 feet to a 2" iron pipe monument; thence continuing along said Rancho line North 43° 39' 30" West a distance of 188.60 feet to a 3" iron pipe monument marking the point of intersection of said Rancho line with the Northerly line of

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Lot 3 of Section 16, Township 7 South, Range 2 West, M.D.B. and M.; thence leaving said Rancho Line and running along the Northerly line of said Lot 3 North 89° 16' 08" West a distance of 633.46 feet to the Northwest corner thereof; thence along the Northerly line of the Southwest Quarter of the Northwest Quarter of said Section 16 North 89° 12' 05" West a distance of 1272.92 feet to the Northwest corner thereof; thence along the Westerly line of said Southwest Quarter of the Northwest Quarter of Section 16, South 0° 35' 02" West a distance of 1319.00 feet to a 2" iron pipe monument marking the Southwest corner thereof; thence South 39° 45' 21" East a distance of 1329.45 feet to the most Westerly corner of aforesaid "Parcel A", thence along the Northwesterly line of said "Parcel A" North 51° 30' 50" East a distance of 200.00 feet to an angle point in the Northwesterly line of said "Parcel A", which angle point is also the most Westerly corner of that certain 12.52 acre Parcel of Land conveyed to the Todd-California Shipbuilding Corporation by the Permanente Corporation by Deed recorded May 19, 1941 in the Office of the County Recorder of County of Santa Clara, State of California, in Book 1041 of Official Records, at Page 43 thereof; thence along the Northwesterly line of said 12.52 acre Parcel of Land North 35° 08' 20" East a distance of 981.75 feet to the most Northerly corner of said 12.52 acre Parcel of Land; thence along the Northeasterly line of said 12.52 acre Parcel of Land South 54° 51' 40" East a distance of 803.55 feet to the most Easterly corner of said 12.52 acre Parcel, which corner is in the Northwesterly line of aforesaid "Parcel A"; thence along the Northwesterly line of said "Parcel A" North 35° 08' 20" East a distance of 1104.96 feet, more or less, to said Point of Beginning.

Excepting from Parcels One, Two and Three, the following:

All that certain Parcel of Land situate in Section 16, T 7 S, R 2 W, MDBSM and in the Rancho San Antonio, Santa Clara County, California, and being more particularly identified as Parcel B as shown on Parcel Map as submitted by Grantor and Recorded December 10, 1979, in Book 455 of Maps, at Page 14 ("Parcel Map").

Beginning at a point on the Southwesterly line of the Rancho San Antonio, the aforementioned point bears South 45° 10' East 125.93 feet from the Westerly corner of that certain Tract of Land Recorded in Book 678 of Official Records of Santa Clara County, at Page 428, and thence running along the aforementioned Southwesterly line and running 56.30 feet; thence leave said Southwesterly line and running the following courses and distances South 35° 08' 20" West 255.25 feet, South 80° 09' 32" West 187.66 feet; North 9° 56' 21" East 197.62 feet; North 55° 00' 03" West 407.39 feet; North 34° 29' 30" East 167.75 feet; North 47° 32' 58" West 130.82 feet; North 37° 07' 02" East 27.55 feet; North 75° 34' 32" East 105.90 feet; South 58° 29' 58" East 146.25 feet; North 36° 51' 32" East 593.62 feet to a point on the aforementioned Southwesterly line of the Rancho San Antonio, and thence running along said Rancho line North 45° 10' 00" West 183.38 feet to a point on the Easterly line of that Parcel of Land Recorded in Book 1080, Official Records of Santa Clara County, at Page 45, and thence running along said line North 35° 08' 20" East 200.00 feet; thence leave the aforementioned line and run South 37° 40' 59" East 189.20 feet, and thence North 35° 08' 20" East 341.28 feet to a point on the Southerly line of the lands of The Roman Catholic Archbishop of San Francisco as delineated on sheet one of that Record of Survey filed for Record in Book 260 of Maps, Official Records of Santa Clara County, at Page 28, and thence running along said line South 54° 51' 43" East 626.85 feet, and thence running South 42° 52' 28" West 80.88 feet to the beginning of a circular curve concave to the left having a tangent bearing of South 65° 00' 12"

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West, a radius of 766.98 feet, an interior angle of $26^{\circ} 00' 25''$ and an arc length of 348.14 feet; thence running North $51^{\circ} 00' 00''$ West 50.00 feet; South $38^{\circ} 00' 56''$ West 67.23 feet; and thence South $34^{\circ} 36' 37''$ West 121.26 feet to the point of beginning of this description. Being a portion of Parcel A acquired by Grantor (successor of the Permanente Metals Corporation) from the Permanente Corporation and a portion of the land conveyed by Deed Recorded April 12, 1941, in Volume 1029, Page 408, of the Official Records of Santa Clara County.

PARCEL FOUR:

An easement of a uniform width of 20.00 feet for the purposes of Ingress and Egress, the Centerline of which is more particularly described as follows:

Beginning at a point on the common dividing line between Parcel B and the Parcel of Land designated Southern Pacific Railroad as said Parcels are shown on that certain Parcel Map Recorded in Book 455 of Maps at Page 14, Santa Clara County Records, said point being the Southernmost point on said common dividing line, and an angle in the Boundary of said Parcel B; thence along said common dividing line North $35^{\circ} 08' 20''$ East 39.76 feet to the True Point of Beginning of the centerline herein being described; thence leaving said True Point of Beginning and said common dividing line South $80^{\circ} 45' 45''$ West 54.78 feet; thence Southwesterly along the arc of a tangent curve to the left having a radius of 260.00 feet, through a central angle of $23^{\circ} 02' 16''$ for an arc length of 104.54 feet; thence South $57^{\circ} 43' 30''$ West 15.00 feet; thence Southwesterly along the arc of a tangent curve to the left having a radius of 600.00 feet, through a central angle of $15^{\circ} 15' 01''$ for an arc length of 159.70 feet; thence South $42^{\circ} 28' 29''$ West 90.84 feet to a point hereinafter referred to as Point "A"; thence South $44^{\circ} 15' 12''$ West 138.59 feet to a point also being the terminal point of the centerline herein being described.

Said easement being bounded on the Southeast by the common dividing line between said Parcel B and said Parcel of Land designated Southern Pacific Railroad.

Excepting therefrom all that portion of said easement hereinbefore described which lies to the Southeast of said Parcel B.

PARCEL FIVE:

An easement of a uniform width of 20.00 feet for the purposes of Ingress and Egress, the Centerline of which is more particularly described as follows:

Beginning at a point on the common dividing line between Parcel B and the Parcel of Land designated Southern Pacific Railroad as said Parcels are shown on that certain Parcel Map Recorded in Book 455 of Maps at Page 14, Santa Clara County Records, said point being the Southernmost point on said common dividing line, and an angle in the boundary of said Parcel B; thence along said common dividing line North $35^{\circ} 08' 20''$ East 39.76 feet to the True Point of Beginning of the Centerline herein being described; thence leaving said True Point of Beginning and said common dividing line South $80^{\circ} 45' 45''$ West 54.78 feet; thence Southwesterly along the arc of a tangent curve to the left having a radius of 260.00 feet, through a Central angle of $23^{\circ} 02' 16''$ for an arc length of 104.54 feet; thence South $57^{\circ} 43' 30''$ West 15.00 feet; thence Southwesterly along the arc of a tangent curve to the left having a radius of 600.00 feet, through a central angle of $15^{\circ} 15' 01''$ for an arc length of 159.70 feet; thence South $42^{\circ} 28' 29''$ West 90.84 feet to a point hereinafter referred to as Point "A"; thence

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South 44° 15' 12" West 138.59 feet to a point hereinafter referred to as point "B", said point also being the terminal point of the centerline herein being described.

Said easement being bounded on the Southeast by the common dividing line between said Parcel B and said Parcel of land designated Southern Pacific Railroad.

Excepting therefrom all that portion of said Easement which lies within said Parcel B.

PARCEL SIX:

An easement of a uniform width of 30.00 feet for the purpose of Ingress and Egress, the Centerline of which is more particularly described as follows:

Beginning at that certain point hereinbefore described as Point "B", being the terminal point of the Centerline of the hereinbefore described Easement #1; thence leaving said point of beginning South 35° 14' 34" West 59.43 feet; thence South 32° 55' 14" West 95.44 feet to a point on the common dividing line between Parcels A and B as said Parcels are shown on the hereinbefore described Parcel Map, said point bears North 9° 56' 21" East 105.08 feet from the most Southerly corner of said Parcel B, said point also being the terminal point of the centerline herein being described.

Said easement being bounded on the Southwest by said common dividing line between Parcels A and B.

PARCEL SEVEN:

An easement of a uniform width of 20.00 feet for the purpose of Ingress and Egress, the centerline of which is more particularly described as follows:

Beginning at that certain point hereinbefore described as Point "A" in the centerline of the hereinbefore described easement #1; thence leaving said point of beginning North 72° 33' 24" West 53.40 feet; North 50° 51' 18" West 41.86 feet to a point hereinafter referred to as Point "C", said point being the terminal point of the centerline herein being described.

PARCEL EIGHT

An easement of a uniform width of 20.00 feet for the purpose of Ingress and Egress, the centerline of which is more particularly described as follows:

Beginning at that certain point hereinbefore described as point "B", being the terminal point of the centerline of the hereinbefore described easement #1; thence leaving said point of beginning North 5° 21' 59" East 142.32 feet to a point hereinbefore described as point "C"; thence leaving said point "C" North 7° 04' 27" West 68.25 feet; thence North 10° 48' 26" West 47.11 feet to a point hereinafter referred to as Point "D"; thence leaving said point "D" North 54° 50' 37" West 7.46 feet to a point hereinafter referred to as Point "E"; thence leaving said point "E" and continuing along last described line North 54° 50' 37" West 176.03 feet; thence South 35° 14' 07" West 228.30 feet to a point hereinafter referred to as Point "F"; thence leaving said Point "F" and continuing along last described line South 35° 14' 07" West 50.39 feet to a point on the common-dividing line between Parcels A and B designated as North 55° 00'

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03" West 407.39 feet as shown on the hereinbefore described Parcel Map, said point being distant South 55° 00' 03" East 108.85 feet from the Northwesterly terminus of the centerline herein being described.

Said easement being bounded on the Southwest by said common dividing line between Parcels A and B.

PARCEL NINE:

An easement of a uniform width of 20.00 feet for the purposes of Ingress and Egress, the centerline of which is more particularly described as follows:

Beginning at that certain point hereinbefore described as Point "E" in the centerline of the hereinbefore described easement #4; thence leaving said point of beginning South 35° 09' 58" West 203.31 feet; thence South 82° 08' 46" West 37.60 feet; thence North 54° 35' 35" West 148.82 feet to a point hereinbefore referred to as Point "F" said point being the terminal point of the centerline herein being described.

PARCEL TEN:

An easement of a uniform width of 20.00 feet for the purpose of Ingress and Egress, the Center Line of which is more particularly described as follows:

Beginning at that certain point hereinbefore referred to as Point "D" in the Centerline of the hereinbefore described Easement #4; thence leaving said point of beginning North 35° 08' 38" East 742.63 feet; thence North 37° 40' 59" West 200.02 feet to a point on the common dividing line between Parcels A and B designated as North 35° 08' 30" East 341.28 feet as shown on the hereinbefore mentioned Parcel Map, said point being distant North 35° 08' 30" East 10.47 feet from the Southwesterly terminus of said dividing line, said point also being the terminal point of the Centerline herein being described.

Said Easement being bounded on the Northwest by the common dividing line between Parcels A and B.

PARCEL ELEVEN

An Easement of a uniform width of 10.00 feet, for the purposes of maintenance of an existing water line or installation of a new water line or related appurtenances, the centerline of which is more particularly described as follows:

Beginning at a point on the General Southeasterly line of Parcel B as said Parcel is shown on that certain Parcel Map Recorded in Book 455 of Maps at Page 14, Santa Clara County Records, said point being distant North 38° 29' 12" East 37.17 feet from an angle point in said General Southeasterly line of Parcel B; thence leaving said point of beginning and said General Southeasterly line of Parcel B along the following courses and distances: North 55° 10' 32" West 26.05 feet South 40° 35' 24" West 4.25 feet, North 51° 01' 31" West 46.40 feet, South 37° 50' 47" West 4.06 feet, South 82° 26' 23" West 49.97 feet and North 54° 48' 54" West 384.18 feet to a point on the common dividing line between Parcels A and B, as said point being distant North 34° 29' 30" East 8.05 feet from the Southwesterly terminus of that certain course on the General Northwesterly line of said Parcel B described as North 34° 29' 30" East 167.75 feet on said Parcel

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Map, said point also being described.

Said easement being bounded on the Southeast by said General Southeasterly line of Parcel B, and bounded on the Northwest by said common dividing line between Parcels A and B.

PARCEL TWELVE

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 408 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 915.06 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.

PARCEL THIRTEEN:

Beginning at a Point in the Southerly line of that certain 47.5 acre Parcel of Land described as "Parcel A" and conveyed to the Todd-California Shipbuilding Corporation by the Permanente Corporation by Deed recorded April 12, 1941 in the Office of the County Recorder of the Santa Clara County, California in Book 1029 of Official Records, at Page 408 thereof; distant thereon North 88° 44' 20" West 156.32 feet from the most Southerly corner of said "Parcel A".

Running thence from said Point of Beginning South 35° 09' 32" West a distance of 50.00 feet; thence South 55° 09' 32" West a distance of 170.00 feet; thence North 57° 37' 38" West a distance of 274.20 feet to a Point in the Southerly line of said "Parcel A"; thence along said Southerly line of "Parcel A" South 88° 44' 20" East a distance of 400.00 feet, more or less, to said Point of Beginning.

PARCEL FOURTEEN:

All that real property in Section 16 T. 7 S. R. 2 W. N. D. B. & M. in the County of Santa Clara, State of California, being a Portion of that certain Tract of Land conveyed to the Permanente Corporation by Santa Clara Holding Company, LTD. by Deed recorded July 12, 1939 in Book 942 of Official Records of Santa Clara County, California, at Page 290 thereof, and more Particularly described as follows, to wit:

Parcel H commencing at the Point designated as the True Point of Beginning in that certain Deed from the Permanente Corporation to the Permanente Metals Corporation, recorded April 15, 1942 in Volume 1094 of Official Records of Santa Clara County, California, at Page 138 thereof, and running thence from said point

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of commencement, North 45° 45' 26" East 211.88 feet to the True Point of Beginning of the Parcel of Land herein to be described;

Thence North 20° 55' 26" East 250 feet, thence South 69° 04' 34" East 175 feet, thence South 20° 55' 26" West 250 feet, thence North 69° 04' 34" West 175 feet to the Point of Beginning.

Parcel H-1 commencing at the point designated as the True Point of Beginning in that certain Deed from the Permanente Corporation to Southern Pacific Company, recorded March 25, 1941 in Volume 1029 of Official Records of Santa Clara County, California, at Page 210 thereof, said point of commencement being in the Southwesterly line of the Rancho San Antonio and running thence from said point of commencement on and along the Northwesterly boundary line of the lands so conveyed to Southern Pacific Company South 35° 08' 20" West 1392.90 feet; thence leaving the aforesaid Northwesterly boundary line of the lands of Southern Pacific Company South 28° 37' 23" West 225.38 feet to the True Point of Beginning of the Parcel of Land herein to be described.

Running thence from said True Point of Beginning last above mentioned South 22° 42' 58" East 50.00 feet; thence South 67° 17' 02" West 25.00 feet, thence North 22° 42' 58" West 50.00 feet, thence North 67° 17' 02" East 25.00 feet to the Point of Beginning.

Together with easements for rights of way in, on, across, and along the strips of land hereinafter described for the erection, construction, reconstruction, replacement, repair, maintenance, and use of such pipes and conduits which grantees may from time to time deem to be reasonably required for the transmission and distribution of electric energy, water, sewage, and for telephone purposes, including the necessary and proper supports, structures, protection and fittings for use in connection with said pipes and conduits.

Said strips of land in which said right of way is hereby granted are particularly described as follows, to wit:

1. A strip of Land 10 feet in width lying between Parcels "H" and "H-1" hereinabove described, the Center Line of said Strip beginning in the Southeasterly line of Parcel "H-1" at a point equidistant from the Southeasterly and Southwesterly corners thereof and running thence South 28° 38' 41" East 287.84 feet to a point in the Northwesterly line of Parcel "H" from which the most Westerly corner of said Parcel "H" bears South 20° 55' 26" East 176.87 feet; and Excepting therefrom that portion of the described right of way lying within the limits of Permanente Creek Road and the Right of Way of the Southern Pacific Company.

2. A Strip of Land 10 feet in width lying between Parcel "H-1" above described and the aforementioned Permanente Corporation to Permanente Metals Corporation conveyance recorded April 15, 1942 in Volume 1094 of Official Records, Page 138, Santa Clara County Records; the centerline of said Strip beginning at a point in the Southwesterly line of said Parcel "H-1" distant thereon Northwesterly, North 22° 42' 58" West, 15.61 feet from the most Southerly corner of said Parcel "H-1"; thence from said Point of Beginning, South 56° 23' 02" West 79.86 feet to a point in an Easterly line of the above mentioned Permanente Corporation to Permanente Metals Corporation conveyance and from which point the point of beginning in said conveyance bears South 16° 26' 16" East 226.61 feet; South 8° 28' 32" West 167.16 feet; and South 12° 15' 04" West 152.17 feet, more or less.

Page 9

3. A Strip of land 10 feet in width lying between the aforescribed Parcel "H-1" and that certain 4.29 acre Parcel of Land conveyed by the Permanente Corporation to the Permanente Metals Corporation and designated as Parcel "A-1" the center line of said strip beginning at a point in the Northeasterly line of said Parcel "H-1" distant thereon Southeasterly, South 22° 42' 58" East 17.21 feet from the most Northerly corner of said Parcel "H-1" thence from said Point of Beginning, North 14° 52' 50" East 212.69 feet; thence North 35° 00' East more or less, to the most Southerly line of said Parcel "A-1".

PARCEL FIFTEEN:

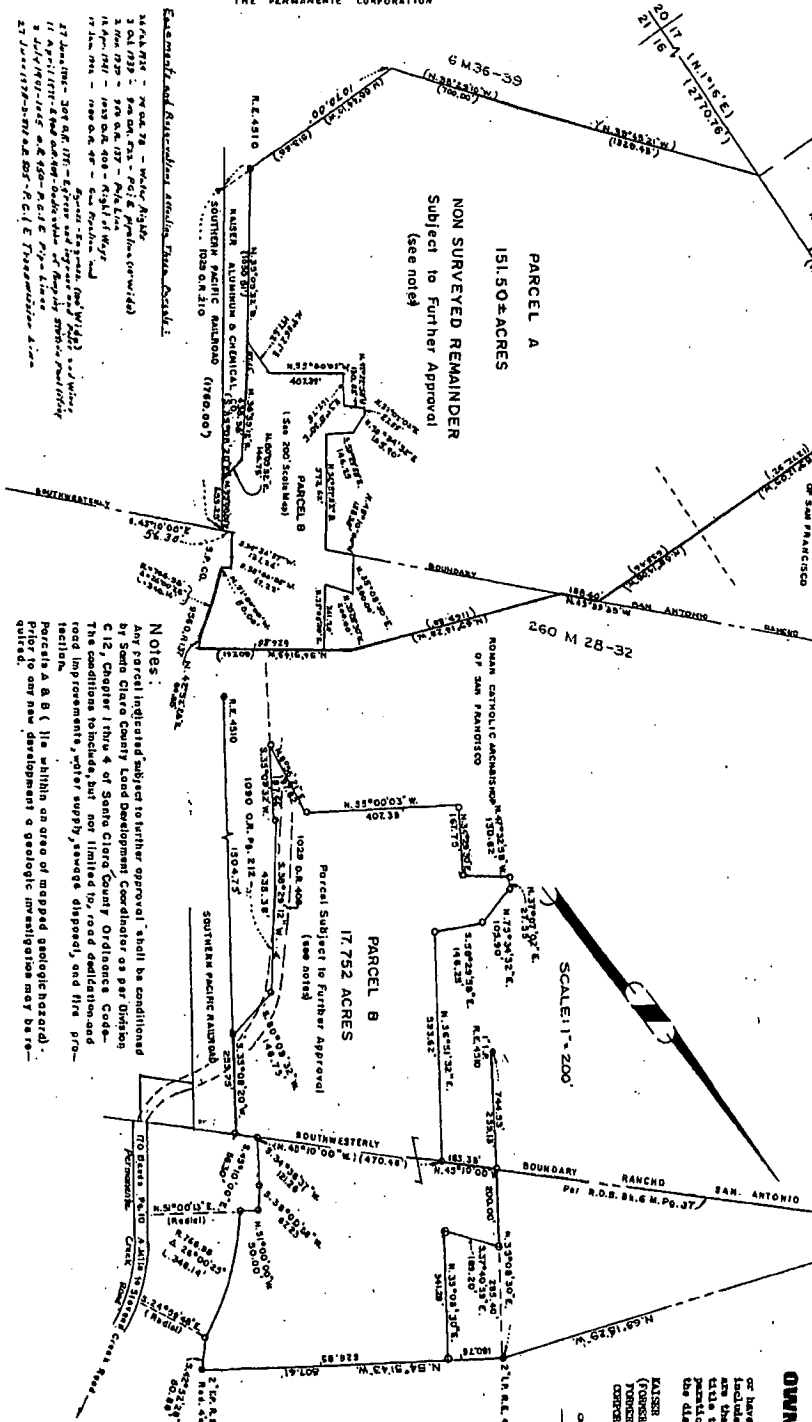
An Easement for Drainage Structures and Roads, within a Strips of Land 125 feet in width lying Southeasterly from and contiguous to the Southeasterly line of "Parcel 13" as conveyed in Deed 1029 of Official Records, Page 210, and extending from the Southwesterly line of Rancho San Antonio a distance of 2600 feet. Said Easement was created in Deed recorded April 12, 1941 in Book 1029, Page 408 Official Records of Santa Clara County.

PARCEL SIXTEEN:

An Easement for Construction and Maintenance of an over-pass structure within said "Parcel 13" of Deed 1029, Page 210, as granted in Deed recorded April 12, 1941 in Book 1029, Page 408, Official Records of Santa Clara County.

PARCEL MAP OF LANDS OF KAISER ALUMINUM & CHEMICAL CORPORATION

SECTION 1, T12N, R12E, S16, M28, B1M,
AND BOX 6 OF MAPS 2422, 27 SANTA CLARA COUNTY RECORDS.



THE INFORMATION ON THIS MAP IS PROVIDED FOR YOUR CONVENIENCE AS A GUIDE TO THE GENERAL LOCATION OF THE SUBJECT PROPERTY. THE ACCURACY OF THIS PLAT IS NOT GUARANTEED, NOR IS IT A PART OF ANY POLICY, REPORT OR GUARANTEE TO WHICH IT MAY BE ATTACHED.

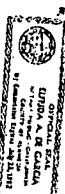
OWNER'S CERTIFICATE

We hereby certify that we are the owners of, or have some right, title or interest in, the lands and improvements shown upon the hereto attached plat, and that the plat is a true and correct representation of the lands and improvements shown thereon. We further certify that we are the only persons whose names are shown upon the plat, and that we have no other lands or improvements shown upon the plat. We further certify that we have no other lands or improvements shown upon the plat. We further certify that we have no other lands or improvements shown upon the plat.

[Signature]
VICE PRESIDENT

ACKNOWLEDGMENT

On this 15th day of January, 1980, before me, the undersigned, a Notary Public in and for the State of California, personally appeared *[Signature]*, known to me to be the Vice President and authorized representative of the Kaiser Aluminum & Chemical Corporation, and also known to me to be the person who executed the within instrument on behalf of the corporation. He acknowledged to me that such instrument was executed by him as Vice President of the Kaiser Aluminum & Chemical Corporation.



[Signature]
Linda A. De Caden
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

This map was prepared by me or under my direction (and was compiled from records) on the basis of the survey(s) in conformity with the requirements of subdivision laws of the State of California. The subdivision map was prepared by me or under my direction (and was compiled from records) on the basis of the survey(s) in conformity with the requirements of subdivision laws of the State of California. The subdivision map was prepared by me or under my direction (and was compiled from records) on the basis of the survey(s) in conformity with the requirements of subdivision laws of the State of California.

RECORDER'S CERTIFICATE

This map was recorded by me or under my direction (and was compiled from records) on the basis of the survey(s) in conformity with the requirements of subdivision laws of the State of California. The subdivision map was prepared by me or under my direction (and was compiled from records) on the basis of the survey(s) in conformity with the requirements of subdivision laws of the State of California. The subdivision map was prepared by me or under my direction (and was compiled from records) on the basis of the survey(s) in conformity with the requirements of subdivision laws of the State of California.

COUNTY SURVEYOR'S CERTIFICATE

This map has been examined for conformity with the requirements of the subdivision laws of the State of California. The subdivision map was prepared by me or under my direction (and was compiled from records) on the basis of the survey(s) in conformity with the requirements of subdivision laws of the State of California. The subdivision map was prepared by me or under my direction (and was compiled from records) on the basis of the survey(s) in conformity with the requirements of subdivision laws of the State of California.

BASIS OF BEARING

The bearings and distances shown on this map are based on the survey(s) in conformity with the requirements of subdivision laws of the State of California. The subdivision map was prepared by me or under my direction (and was compiled from records) on the basis of the survey(s) in conformity with the requirements of subdivision laws of the State of California. The subdivision map was prepared by me or under my direction (and was compiled from records) on the basis of the survey(s) in conformity with the requirements of subdivision laws of the State of California.

LEGEND

— Boundary
— Easement
— Right of Way
— Other

FILE NO. 46-16-66-785

79-16-66

RECORDING REQUESTED BY:

Chicago Title Company - C/I
Escrow No.: 07-35601022-TK
Locate No.: CACTI7743-7738-2356-0098004939
Title No.: 07-98004939-MC

**WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENT TO:**

Lehigh Hanson, Inc.
c/o James L. Wallmann, Corporate Counsel
300 E. John Carpenter Freeway, Suite 1645
Irving, TX 75062

DOCUMENT: 20467195

Pages: 21

Fees	99.00 +
Taxes	2200.00
Copies	
AMT PAID	2299.00

REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Chicago Title

RDE # 005
10/15/2009
8:00 AM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 351-09-020

Documentary Transfer Tax is: \$ 2,200.00City Transfer Tax is: \$ 0.00☒ computed on full value of property conveyed☐ computed on full value less liens and encumbrances at time of sale☒ Unincorporated Area ☐ City of _____
Declarant/Agent determining Tax

Grant Deed With Reservation of Conservation Easement

MAIL TAX STATEMENTS AS DIRECTED ABOVE
THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

(recovery)(05-08)

WHEN RECORDED MAIL TO
AND SEND TAX STATEMENTS

TO:

Leigh Hanson, Inc.
Heidelberg Cement Group
300 E. John Carpenter Freeway,
Suite 1645
Irving, Texas 75062
Attn: James L. Wallmann,
Corporate Counsel

GRANT DEED WITH RESERVATION OF CONSERVATION EASEMENT

This GRANT DEED WITH RESERVATION OF CONSERVATION EASEMENT ("Grant Deed") is made and entered into by and between the MIDPENINSULA REGIONAL OPEN SPACE DISTRICT, a special District ("Grantor" or "District"), and HANSON PERMANENTE CEMENT, INC., an Arizona corporation ("Grantee" or "Hanson") and is effective upon recordation hereof by the Recorder of the County of Santa Clara (the "Effective Date").

WHEREAS, Grantor is the owner of certain "Real Property", as such is more specifically defined below, located in the County of Santa Clara, State of California; and

WHEREAS, Grantee owns real property adjacent to Grantor's Real Property, upon which Grantee operates a quarry (the "Quarry"); and

WHEREAS, Grantee desires to obtain fee title to Grantor's Real Property; and

WHEREAS, Grantor desires to grant such Real Property to Grantee, subject however to reservation by Grantor of a "Conservation Easement" over such Real Property, and for such other purposes and subject to such conditions, restrictions and limitations as are more particularly described herein;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, terms, conditions and restriction herein, Grantor and Grantee agree as follows:

1. GRANT. Grantor hereby grants that portion of the real property owned by Grantor (the "Real Property") described in Exhibit A, attached hereto and incorporated herein by this reference, said Real Property totaling approximately 20 acres, with "Area A" being approximately 15 acres and consisting of "Area A-1", approximately 4 acres, and "Area A-2", approximately 11 acres, and "Area B", being approximately 5 acres, to Grantee subject to the terms, conditions and reservations contained herein.

A. Area A-1, Area A-2 and Area B are depicted on the Exhibit B plat map attached hereto and incorporated herein by this reference. All of Area A may be utilized by Grantee for the purposes set forth in Section 2.G and in Section 2.K hereof. Area B

shall be forever held as a buffer zone between Area A and adjoining District property and may not be used by Grantee except as specifically set forth herein. The lines of survey between Area A-1 and Area A-2, between Area A and Area B, and between Area B and adjacent District property have been documented by the placement of 2-inch (2") diameter steel pole monuments (the "Monuments"), set generally four (4) feet deep in concrete bases. The term "Original Location" as used in this Grant Deed shall mean, as to any Monument, the physical location, specified in terms of elevation (the "x" coordinate), latitude (the "y" coordinate) and longitude (the "z" coordinate), of such Monument as of the Effective Date of this Grant Deed.

B. Grantee shall reinstall or replace any fallen or damaged Monument to its original condition and to its Original Location, as defined in this Section 1, within thirty (30) days of the falling or damaging of such Monument. If Grantee fails to reinstall or replace any such fallen or damaged Monument within said thirty (30) days, Grantor has the right, but not the obligation, to reinstall or repair such Monument, and Grantee shall reimburse Grantor for all costs and expenses thereby incurred. The intent of this Section 1.B is to provide for the replacement of Monuments that have fallen or been damaged in place. It is not the intent of this Section 1.B to address Monuments displaced from their Original Location by ground movement, remedies for which are provided in Section 2 of this Grant Deed.

C. If any Guaranteed Payment obligation, as defined in Section 2 herein, is triggered, Grantor and Grantee shall review the spacing of all Monuments and determine whether a closer spacing is needed to accomplish the purpose of placing the Monuments. Upon agreement of the need therefore, or upon other resolution to that end if disputed, as such resolution of disputes is herein provided for, Grantee agrees to prepare final plans for establishing such additional Monuments in consultation with Grantor and Grantor's consultant. Grantee shall document the Original Location of such additional Monuments and shall provide Grantor with such documentation.

2. CONSERVATION EASEMENT. Grantor hereby reserves unto itself, and Grantee hereby quitclaims back unto Grantor, an easement over the Real Property such that, except as otherwise specifically provided herein, the use thereof shall be restricted, in perpetuity, to uses which are consistent with a "Conservation Easement" as such term is defined in California Civil Code Section 815.1, to wit, the retention of the Real Property "predominantly in its natural, scenic, historical, agricultural, forested and open space condition" (the "Conservation Easement") and with such additional restrictions and limitations as are provided for herein.

A. Financial Guarantees. To more fully protect the interests served by the Conservation Easement, Grantee herewith provides Grantor with a financial guarantee (the "Financial Guarantee") in the face amount of \$2,000,000.00 (the "Original Sum") to be paid, if at all, in two (2) \$500,000.00 installments and one (1) \$1,000,000.00 installment (collectively or individually, "Guaranteed Payments") upon the occurrence of ground movement on the Real Property in the direction of the Quarry on the terms and conditions set forth below. Grantor and Grantee agree that the

Original Sum represents liquidated damages and is a fair and reasonable sum to compensate Grantor for any damages to the Conservation Easement that it would suffer from any ground movement on the Real Property in the direction of the Quarry, the actual amount of any such damages being difficult, if not impossible, to ascertain accurately. Accordingly, receipt of the Guaranteed Payments is Grantor's exclusive remedy for movement of Monuments; provided however, that should any ground movement associated with the Quarry occur as set forth in Section 2.H hereof, Grantor may invoke and pursue all remedies that may otherwise exist in law or equity, including, but not limited to, bringing an action to enforce the terms of the Conservation Easement. "Grantee's Guaranteed Payment Obligation" and "Grantor's Right to Draw upon the Security", are subject to the terms and conditions set forth below.

- 1) A-1/A-2 Line. Grantee shall make a Guaranteed Payment of \$500,000.00 to Grantor if, at any time while the Financial Guarantee is required by this Grant to be maintained, all of the following conditions are met:
 - a) Any Monument on the surveyed line between Area A-1 and Area A-2 has moved more than ten (10) feet from its Original Location in the direction of the Quarry. Measurement of such ground movement shall be movement in either the horizontal distance (latitude), vertical distance (longitude), or elevational change from the Original Location based on the x, y, and z coordinates described above; and
 - b) Grantor has provided Grantee with a written notice thereof (a "Notice of Movement"), including a written certification signed by a California licensed surveyor that a particular Monument has moved the specified ten (10)-foot distance.
- 2) A/B Line. Grantee shall make an additional Guaranteed Payment of \$500,000.00 to Grantor if, at any time while the Financial Guarantee is required by this Grant to be maintained, all of the following conditions are met:
 - a) Any Monument on the surveyed line between Area A and Area B has moved more than ten (10) feet from its Original Location in the direction of the Quarry. Measurement of such ground movement shall be movement in either the horizontal distance (latitude), vertical distance (longitude), or elevational change from the Original Location based on the x, y, and z coordinates described above; and
 - b) Grantor has provided Grantee with a Notice of Movement, including a written certification signed by a California licensed surveyor that a particular Monument has moved the specified distance.
- 3) B/Property Boundary Line. Grantee shall also be obligated to make a Guaranteed Payment of \$1,000,000.00 to Grantor if, at any time while the

Financial Guarantee is required by this Grant to be maintained, all of the following conditions are met:

- a) Any Monument on the surveyed line between Area B and the adjoining District property has moved more than ten (10) feet from its Original Location in the direction of the Quarry. Measurement of such ground movement shall be movement in either the horizontal distance (latitude), vertical distance (longitude), or elevational change from the Original Location based on the x, y, and z coordinates described above; and
 - b) Grantor has provided Grantee with a Notice of Movement, including a written certification signed by a California licensed surveyor that a particular Monument has moved the specified distance.
- B. Re-establishment. For any Monument that has moved less than ten (10) feet from its Original Location, Grantee may undertake, in its sole discretion, to re-establish such Monument to its Original Location at any time, provided that Grantee shall first have notified Grantor and allowed Grantor to inspect such circumstances prior to re-establishing such Monument and that the all work necessary for such re-establishment is otherwise consistent with all other terms and conditions hereof. In the event of a bona fide emergency consisting of an immediate threat to the health or safety of persons or property, Grantee shall first provide notice to Grantor before commencing any work that involves re-establishing any Monument. Notice shall be provided by telephone to the Grantor's Foothill Field Office at 650-691-2165 and to Grantor's Real Property Department Manager at 650-691-1200. Grantee shall make an accurate photographic or video record of the condition of the Real Property prior to commencing any emergency repair work. Grantee may then proceed to undertake emergency repair work, subject to Grantor's right to inspect such work as soon as Grantor is able to do so.
- C. Disputes. Grantee may dispute a Notice of Movement given by Grantor by submitting a written statement to Grantor, within twenty (20) days following Grantee's receipt of such notice, that Grantee believes the movement of the specified Monument was (i) not more than ten (10) feet in the vertical (longitude) or horizontal (latitude) or elevational direction from the Original Location, and/or (ii) not in the direction of the Quarry. If Grantee elects to dispute such Notice of Movement, no Guaranteed Payment shall be due and payable unless and until the dispute is finally resolved with a determination pursuant to Section 3 hereof.
- D. Payments. All Guaranteed Payment Obligations shall be made within thirty (30) days of receipt of a Notice of Movement unless such Notice of Movement is disputed, in which case the Guaranteed Payment shall be made within sixty (60) days of issuance of the Arbitrator's Decision that movement of the Monument has occurred as herein specified.

- E. Grantor's Right to Draw on Security. Grantee agrees to secure the Conservation Easement with the agreed Financial Guarantee by providing Grantor with a Letter of Credit (the "Security") in the amount of the Original Sum, in a form and upon terms satisfactory to Grantor, on or before the Effective Date hereof. Grantee shall provide renewed or replacement Security and maintain such Security in effect until, if ever, the termination of the Financial Guarantee Security as provided for below. Grantee shall provide and maintain such Security at its sole cost and expense. If, at any time, the Security will expire within thirty (30) calendar days, and Grantee has not provided Grantor with notice of a renewed or replacement Security, Grantor shall have the right to draw upon the un-drawn amount of the then existing Security, provided however, that if Grantee thereafter provides a replacement Security, Grantor shall pay the drawn amount to Grantee or its designee within five (5) business days of being notified of such replacement.
- F. Scenic Ridgeline Easement. Grantor and Grantee agree that the Financial Guarantee shall be replaced upon Grantor's recordation of an Easement (the "Scenic Ridgeline Easement") reasonably acceptable to and granted to Grantor. At a minimum, said Scenic Ridgeline Easement shall fully protect the Conservation Easement restrictions and limitations over the Real Property, and shall afford Grantor's remaining lands no less protection, including their visual attributes, than is afforded pursuant to this Grant Deed minus only the Financial Guarantee Security. Except as to any Notice of Movement then pending and any Guaranteed Payment then due, Grantee's obligation to provide and maintain the Security, and Grantor's right to receive any payments or to make any draws under the Security, shall terminate upon Grantor hereof causing the recordation of said Scenic Ridgeline Easement. Both parties agree to execute all documents necessary to carry out this provision and to record the same.
- G. Quarry Wall Stabilization on Real Property. Notwithstanding any other provision of this Grant Deed, the parties agree that Area A-1 of the Real Property may be used by the Grantee, its successors and assigns, so that Grantee's Quarry may be contoured such that the portion of the Quarry Wall adjacent to the Real Property and part of Area A-1 (the "Quarry Wall") may be excavated, graded and otherwise contoured back into Area A-1 so as to reduce the slope of the Quarry Wall and solely for the purpose of stabilizing the Quarry Wall and eliminating or minimizing risks arising from unstable slopes, including landslides on and from the Quarry Wall. This work shall be referred to as the "Quarry Wall Stabilization Project." It is Grantee's obligation to obtain all necessary government approvals to conduct the Quarry Wall Stabilization Project. Both during and after work performed pursuant to this Grant Deed, including but not limited to the Quarry Wall Stabilization Project, generally accepted Erosion Prevention and Sediment Control Measures (EPSCMs) and Best Management Practices (BMPs) shall be implemented to prevent erosion, sediment transport and storm water pollution on and away from the Quarry Wall. Grantee shall have the right to grade and excavate on Area A-1, to the extent in Grantee's reasonable judgment, and as needed from time to time thereafter, to reduce the risk of landslides, subject only to compliance with sound engineering practices and the prior written approval of such governmental authorities as are required by law to be sought

and obtained. Except as specifically set out in Section 2.K herein, Area A-2 may be used only for temporary, construction-related disturbances and uses and access related to the Quarry Wall Stabilization Project, and then solely in furtherance of the purposes and uses permitted by this Section 2.G. Grantee covenants to restore any disturbed area of Area A-2 no longer required for conducting the Quarry Wall Stabilization Project to a natural condition, defined as re-vegetation with native plantings as appropriate for slope stability, and that enhances the visual screening of the Quarry from Grantor's remaining properties and from Rancho San Antonio County Park. Grantee's rights pursuant to this Grant Deed shall not include the right to commercially quarry the Real Property except to the extent incidental to the proper disposal of grading and excavation spoils and other materials arising from the grading and excavation of the Real Property as more specifically set out in this Section 2.G and approved by regulatory agencies.

- H. Outward Slope Stability and Drainage. Grantee shall not be responsible for ground movement away from the Quarry or sedimentation caused by drainage away from the Quarry, except where (a) such ground movement or sedimentation is caused by the Quarry Wall Stabilization Project, ongoing Quarry operations, or other activities of Grantee, whether or not such activities are carried out pursuant to this Grant Deed, and, (b) Grantor provides Grantee with clear and convincing evidence of such movement or sedimentation and its causation. In no event shall the Financial Guarantee hereunder be subject to drawing down by Grantor for ground movement actionable under this Section 2.H.
- I. Monitoring. To further accomplish the purposes of the Conservation Easement, subject to the terms and conditions of this Grant Deed, Grantor shall be allowed four (4) Easement monitoring inspections annually, upon seventy-two (72) hours prior written notice to Grantee. Grantor shall also be permitted reasonable inspections for the purpose of Easement monitoring on twenty-four (24) hours oral notice to Grantee of a suspected violation, or threat of violation, of the Conservation Easement or of potential ground movement or sedimentation away from, or in the direction of, the Quarry as set forth above. Grantor shall pay all costs associated with such annual monitoring, including at the discretion of Grantor, the retention of a third party consultant, which may include a California registered civil engineer. Grantee agrees to fund a survey of the x, y and z coordinates of each Monument and provide Grantor with a written report of the survey results every five (5) years from the Effective Date of this Grant Deed during the period that the Financial Guarantee provisions hereof are in effect. If any inspection conducted pursuant to this Section 2.I documents the movement of any Monument in the direction of the Quarry greater than five (5) feet, in either the vertical (longitude), horizontal (latitude), or elevational direction, Grantee shall fund an inspection annually thereafter using standard line of sight surveys until three (3) such inspections have identified no movement in the direction of the Quarry greater than one (1) foot.
- J. Prohibited Uses. Grantor shall have the right to prevent any activity on, or use of, the Real Property that is in violation of this Grant. Any activity on, or use of, the Real

Property by Grantee that is in violation of the provisions of this Grant is prohibited. The following activities and uses are specifically prohibited by this Grant:

- 1) Subdivision. The legal or de facto subdivision of the Real Property for any purpose which term "subdivision" shall include, but not be limited to, the creation of a life or future estate in any portion of the Real Property, or any subdivision as defined by the Subdivision Map Act, California Government Code Section 66000 *et seq.*
- 2) Commercial or Industrial Use. Unless otherwise specifically provided herein, any commercial or industrial development, use of, or activity on the Real Property.
- 3) Improvements. Except to the most limited extent reasonably necessary to specifically accomplish the purposes of Quarry Wall Stabilization Project, the placement or construction of any buildings, structures or other improvements of any kind on the Real Property.
- 4) Soil Erosion and Movement of Monuments. Any use or activity by Grantee, on or off the Real Property, that causes, or is likely to cause, significant soil erosion or subsidence.
- 5) Water Pollution. Any use or activity that causes, or is likely to cause pollution of any surface or subsurface waters.
- 6) Soil Degradation. Any use or activity that causes, or is likely to cause, significant soil degradation. This prohibition shall not apply to the use of agricultural chemicals, such as fertilizers, pesticides, herbicides, and fungicides provided that they are used in accordance with all laws and USDA regulations, the manufacturer's directions and the County Agriculture Commissioner's regulations or successor regulations, as applicable.
- 7) Dumping. The dumping or other disposal of wastes, refuse, or debris on the Real Property, including the temporary or permanent storage of quarry materials.
- 8) Mineral Rights. Except to the limited extent provided for during Quarry Wall Stabilization Project, the exploration for, or the development and extraction of, minerals, hydrocarbons or other natural resources by any mining method.
- 9) Grazing. The grazing of livestock.
- 10) Vehicles. The use of motorized vehicles, off-road or all-terrain vehicles or motorcycles, except as set out in Section 2.K herein.
- 11) Hunting or Shooting. Hunting or trapping of wildlife, or shooting of guns.

- 12) Junk Yards. Storage or disassembly of inoperable automobiles and trucks.
 - 13) Scenic and Natural Character. Activities such as clearing or stripping of native vegetation, grading, or storage of materials that would degrade the scenic and natural character of the Real Property.
 - 14) Archeological Resources. The excavation, removal, destruction, or sale of any archeological artifacts or remains found on the Real Property, except as part of an archeological investigation approved or required by authorized governmental entities.
 - 15) Noise Limits. Any activities on the Real Property which produce noise levels in excess of 150 decibels as measured from Grantor's adjoining property.
- K. Permitted Uses. The Grantee may use Area A of the Real Property for any purpose consistent with the protection of the Conservation Easement and not specifically prohibited hereunder. Notwithstanding anything to the contrary in this Grant, the uses specifically set forth for Quarry Wall Stabilization Project and the following uses and practices, though not an exhaustive recitals of permitted uses, are consistent with the purpose and intent of the Grant and may be conducted by Grantee without the approval of Grantor:
- 1) Reasonable measures necessary and appropriate for fire safety and related erosion control as approved by the applicable fire control authority.
 - 2) The removal of exotic, non-native invasive vegetation and the restoration of the area with native vegetation.
 - 3) Road installation and maintenance for temporary vehicle access to and across the Parcel A and limited in use to purposes consistent with initial construction of the Quarry Wall Stabilization Project. Such road shall be restored to a natural condition as defined in Section 2.G herein upon completion of the Quarry Wall Stabilization Project.
 - 4) Construction and maintenance of a dirt road no greater than twenty (20) feet in width, located in the 200-foot corridor in Area A as shown on Exhibit B ("Road One"). Road One shall be no nearer than twenty (20) feet from the crest of the Quarry Wall and no farther than two hundred (200) feet from the crest of the Quarry Wall. In addition, Grantee may use and maintain the existing dirt road approximately 20-feet in width and 510-feet in length, crossing a portion of Area A-2 and entering Area A-1, as shown on Exhibit B ("Road Two"). Roads One and Two may be used by a pickup truck for the purpose of inspecting the Quarry Wall and by heavy equipment such as a backhoe, bulldozer or similar device for the sole purpose of removing unstable material from Area A-1 as required by federal, state, and local laws and regulations. These roads may not be used for commercial quarrying purposes regardless of the source or original

location of the material. Grantee shall obtain a survey and provide a legal description of Roads One and Two on or before completion of the Quarry Wall Stabilization Project, which legal description will be attached to, and incorporated into, this Grant Deed, which shall then be re-recorded.

- 5) The use of vehicles on such benches as are constructed on Area A-1 as part of the Quarry Wall Stabilization Project. Roads on such benches may be used by pickup trucks for the purpose of inspecting and maintaining the Quarry Wall and by heavy equipment such as a backhoe, loader, truck, bulldozer, and similar equipment for the purpose of removing unstable material from Area A-1 or adjacent areas of the Quarry as required by federal, state or local laws and regulations.

3. DISPUTES AND REMEDIES.

A. Consultations Regarding Interpretation and Enforcement of Grant. When any disagreement, conflict, need for interpretation, or need for enforcement arises between the parties to this Grant, each party shall first promptly consult with the other party, both in good faith, about the issue and attempt to resolve such issue without resort to legal action or arbitration as provided for herein.

B. Arbitration of Disputes.

- 1) If a dispute arises out of or relates to this Agreement or the performance or breach hereof, the parties agree first to participate in a non-binding mediation to attempt to resolve such dispute as set forth above. If the parties are unable to resolve the dispute through mediation, or if there are remaining unresolved controversies or claims, such remaining unresolved controversies or claims shall be settled by binding arbitration pursuant to this Section 3.
- 2) Except as otherwise set forth in Section 3.D hereof, any dispute, claim or controversy of whatever nature arising out of or relating to this Agreement, including without limitation, any action or claim based on tort, contract, or statute, or concerning the interpretation, effect, termination, validity, performance or breach of this Agreement, shall be resolved by final and binding arbitration before a single arbitrator ("Arbitrator") selected by the parties from and administered by Judicial Arbitration and Mediation Services ("JAMS"), or should JAMS cease to exist, then a judicial arbitration mutually acceptable to the parties, or in the absence of agreement, an arbitration service selected by the American Arbitration Association, in accordance with their then existing arbitration rules or procedures regarding commercial or business disputes, in accordance with the rules set forth in California Code of Civil Procedure Sections 1280 et seq., including the right of discovery, and except as may otherwise be set forth specifically herein. If the parties are unable to mutually agree on the Arbitrator they agree to each nominate one preferred arbitrator and agree to let the two thereby chosen select the Arbitrator. Hearings shall be held

in Santa Clara County, California or at such location as the parties and the Arbitrator select. The Arbitrator is specifically authorized to retain such experts as are reasonably necessary for resolution of the dispute.

- 3) The Arbitrator shall, within fifteen (15) calendar days after the conclusion of the Arbitration hearing, issue a written award with a written statement of decision describing the reasons for the award, including the calculation of any damages awarded. The Arbitrator shall be empowered to award compensatory actual damages, but shall not have authority (i) to award non-economic damages, (ii) to award punitive damages, or (iii) to reform, modify or materially change this Agreement or any other agreements entered into between the parties. The parties shall bear equally the costs and fees of the arbitration, the Arbitrator, and any experts retained by the Arbitrator, provided however, that the Arbitrator, in his or her sole discretion, is authorized to determine whether a party is the prevailing party and, if so, to award to that prevailing party reimbursement for its reasonable attorneys' fees, disbursements (including without limitation, its own expert witness fees and expenses, photocopy charges, and travel expenses), and costs arising from the arbitration. The Arbitrator, and not a court, is authorized to determine whether the provisions of this Section 3 apply to a dispute, controversy or claim sought to be resolved in accordance with these arbitration procedures.
- 4) Disputes arising out of or related to claims to the Security or as to a Notice of Movement shall be finally resolved by the arbitration provisions set out in this Section 3. The Arbitrator shall select a single geotechnical engineering expert to assist him or her, and mutually agreed upon by Grantor and Grantee. If there is no agreement on appointment of such an expert within a further ten (10) days, the expert will be appointed by the Arbitrator. The expert shall be required by the Arbitrator to investigate the dispute promptly. Each party shall diligently and in good faith cooperate with such investigation. The expert shall provide a written report to Arbitrator and the Arbitrator shall thereafter render a decision as set forth above.
- 5) Absent the filing of an application to correct or vacate the arbitration award under California Code of Civil Procedure sections 1285 through 1288.8, each party shall fully perform and satisfy the terms of the arbitration award within 60 days of the award. By agreeing to this binding arbitration provision, the parties understand that they are waiving certain substantial rights and protections which may otherwise be available if a dispute between the parties were determined by litigation in court, including, without limitation, the right to seek or obtain items referenced in clauses (i) through (iii) above, the right to a jury trial and certain rights of appeal.
- 6) NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING FROM THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY

NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO APPEAL UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING FROM THE MATTER INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

HANSON INITIAL MLK DISTRICT INITIAL MC

- C. Notice of Violation of Conservation Easement and Election of Remedies. If Grantor determines that a violation of the terms of this Grant has occurred or is imminently threatened, other than a claim against the Security or one based on a Notice of Movement, it shall give thirty (30) days written notice to Grantee of such violation and request corrective action sufficient to cure the violation and, where the violation involves injury to the Real Property resulting from any use or activity in violation of this Grant, to request restoration of the portion of the Real Property so injured to its prior condition. Such written notice is not required in the event of any actual or imminent physical harm to the Real Property. Grantor shall be entitled to elect from all available remedies in law and equity and specifically including arbitration of the dispute as set forth above or legal action as set forth below.
- D. Injunctive Relief. If Grantee fails to cure the violation within thirty (30) days after receipt of notice thereof, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue curing such violation until finally cured, Grantor may bring any action, at law or in equity, in a court of competent jurisdiction, which seeks to enforce the terms of this Grant, to enjoin the violation by temporary or permanent injunction, or seeks restoration of the Real Property to the condition that existed prior to such injury.
- E. Damages. Either party shall be entitled to recover damages for violation of the terms of this Grant or the interest protected thereby
- F. Forbearance. Enforcement of the terms of this Grant shall be at the discretion of the non-defaulting party, and any forbearance thereof to exercise rights hereunder in the event of any breach of any term hereof shall not be deemed or construed to be a waiver by the non-defaulting party of such term or of any subsequent breach of the

same or any other term of this Grant or of any of the non-defaulting party's rights hereunder. No delay or omission by Grantor or Grantee in the exercise of any right or remedy upon any breach by the other party shall impair such right or remedy or be construed as a waiver.

4. PREVENTION OF TRESPASSING. No right of access by the general public or any third parties to any portion of the Real Property is reserved or conveyed by this Grant. Grantor agrees to post appropriate signs consistent with Grantor's normal practices along the Real Property prohibiting trespassing onto Grantee's adjacent real property and shall otherwise use reasonable efforts, consistent with its normal practices, to protect the Real Property and Grantee's Quarry from trespass and harm by those using the Grantor's adjacent property.
5. COSTS AND RESPONSIBILITIES. Except as otherwise specifically provided for herein, Grantee shall be solely responsible for the ownership, liability, operation, upkeep, and maintenance of the Real Property.
6. NOTICES. Any notice, including but not limited to a Notice of Movement, demand, request, consent, approval, or communication that either party desires to or is required to give to the other shall be in writing, unless otherwise specifically excluded here from, and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Hanson Permanente Cement, Inc.
24001 Stevens Creek Boulevard
Cupertino, CA 95014
Phone: (408) 996-4190
Fax: (408) 725-1104
Attn: Plant Manager

To Grantee: Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022-1404
Phone: (650) 691-1200
Fax: (650) 691-0485
Attn.: General Manager

or to such other address as either party from time to time shall designate by written notice to the other.

7. RECORDATION. This Agreement shall be recorded in the Official Records of the County of Santa Clara, California.

8. GENERAL PROVISIONS.

- A. Controlling Law. The laws of the State of California shall govern the interpretation and performance of this Grant and venue for any action to enforce or interpret the matters herein contained shall be in the County of Santa Clara.
- B. Liberal Construction. If any provision in this Grant is found to be ambiguous, an interpretation consistent with the purpose of this Grant that would render the provision valid shall be favored over any interpretation that would render it invalid. This Grant shall be construed in accordance with its fair meaning, and it shall not be construed against either party on the basis that such party prepared this instrument.
- C. Severability. If any provision of this Grant, or the application thereof to any person or circumstance, is found to be invalid, the remainder of its provisions, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby, so long as the purposes of this Grant can still be carried out.
- D. No Third Party Rights. This Grant is made and entered into for the sole benefit and protection of Grantor and Grantee. No person or entity other than the parties hereto, their respective heirs, grantees, successors, and assigns shall have any right of action under this Grant or any right to enforce the terms and provisions hereof.
- E. No Forfeiture. Nothing contained herein is intended to result in a forfeiture or reversion of Grantee's fee title in any respect.
- F. Successors. Grantor shall have no right to assign or convey its rights under the Conservation Easement (except to a public agency which is a successor-in-interest to Grantor) without the advance written consent of Grantee, which may be withheld in Grantee's sole discretion. Subject to the foregoing, the covenants, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, grantees, successor, and assigns, and shall continue as a servitude running in perpetuity with the Property.
- G. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- H. Consent Not to be Unreasonably Withheld. Except as provided in Section 8.F, in the event a party, as required by the terms hereof, seeks consent of the other party, the other party agrees not to unreasonably withhold its consent.
- I. Authority. The Grantor and Grantee, respectively, represent and warrant that each has the power and authority to execute and carry out the terms and provisions of this Grant.

- J. Complete Agreement. This Grant and its exhibits constitute the entire agreement between the parties pertaining to the subject matter thereof and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded, and merged herein. No addition to or modification of any provision hereof shall be effective unless fully set forth in writing and signed by the party charged thereto.
- K. Attorneys' Fees. If any action at law, in equity, or in arbitration be brought for or on account of any breach of, to enforce or interpret any of the provisions of this Grant, or for the recovery of any sums due hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered. For purposes of this Agreement, the reasonable fees for attorneys employed by District, either under contract or by statute, shall be based on the fees regularly charged by private attorneys with an equivalent number of years of experience in the subject matter area of the law actively practicing within the San Francisco Bay Area.
- L. Gender and Tenses. When the context of this Grant and Reservation so requires, a reference to gender includes male, female and neutral genders, a corporate entity, or a partnership, and a reference in the singular includes the plural and a reference to a plural includes the singular.

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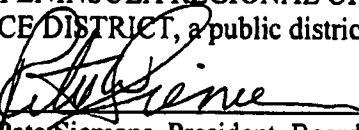
IN WITNESS HEREOF, the parties hereto execute this Grant.

GRANTOR:

GRANTEE:

MIDPENINSULA REGIONAL OPEN
SPACE DISTRICT, a public district

HANSON PERMANENTE CEMENT, INC.,
an Arizona corporation

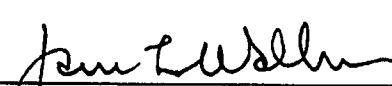
By: 
Pete Siemens, President, Board of
Directors

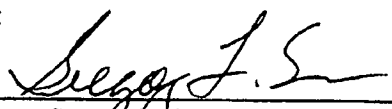
By: 
Michael H. Hyer, Vice President

Date: 4/09/2008

Date: July 30, 2008

Attest:

By: 
James L. Wallmann, Assistant Secretary

By: 
Greg Sam, District Clerk

Date: July 30, 2008

State of Texas
County of Dallas

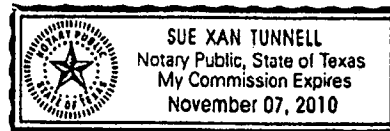
On July 30, 2008 before me,
Sue Xan Tunnell, Notary Public (here insert name and title of the officer),
personally appeared Michael H. Hyer and
James L. Willmann

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas ~~California~~ that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sue Xan Tunnell



(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

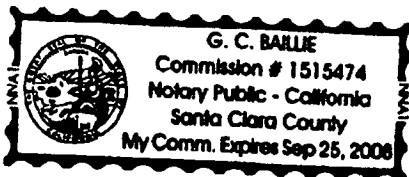
State of California

County of Santa Clara

On April 9, 2008 before me, G. C. Baillic, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Pete Siemens

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Grant Deed With Reservation of Conservation Easement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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EXHIBIT "A"
LEGAL DESCRIPTION

All that portion of the following described property owned by the Grantor herein:

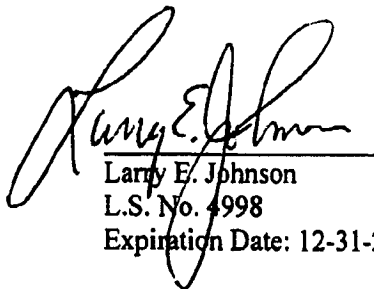
All that real property situated in the Unincorporated Area of the County of Santa Clara, State of California, being a portion of the Northeast Quarter and all of the Northwest Quarter of Section 17, Township 7 South, Range 2 West, Mount Diablo Base and Meridian as said Northeast Quarter is shown on that certain Record of Survey of the lands of "Permanente Cement Company and the Permanente Metals Corporation", filed in Book 6 of Maps, Pages 36 through 39, Santa Clara County Records, being more particularly described as follows:

COMMENCING at the Center of said Section 17; thence along the common line between the Northwest and Northeast Quarters of said Section 17, North 00° 16' 50" East, 1290.27 feet to the **TRUE POINT OF BEGINNING** of the lands herein being described; thence continuing along said common line, North 00° 16' 50" East, 9.88' and North 00° 14' 20" East, 1294.71 ft. to the northeast corner of said Northwest Quarter; thence along the northerly line of said Northwest Quarter, South 89° 50' 50" West, 2609.14 ft. to the northwest corner of said Northwest Quarter; thence along the westerly line of said Northwest Quarter, South 03° 07' 40" East, 1349.89 ft. and South 03° 06' 40" East 1291.27 ft. to the southwest corner of said Northwest Quarter; thence along the southerly line of said Northwest Quarter, North 88° 50' 50" East, 2454.12 ft. to said center of Section 17; thence along the southerly line of said Northeast Quarter, South 89° 53' 30" East, 1350.42 ft to a point which is distant along said line, North 89° 53' 30" West, 1289.71 ft. from the southeast corner of said Northeast Quarter; thence leaving said southerly line, North 46° 06' 52" West, 1864.93 ft. to the **TRUE POINT OF BEGINNING**.

Containing 172.075 Acres, more or less.

EXHIBIT "A"
LEGAL DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Larry E. Johnson
L.S. No. 4998
Expiration Date: 12-31-2009



6/24/2009
Date

