

ATTACHMENT C

Deed # 718

DEED OF RIGHT OF WAY
FOR STATE HIGHWAY

SPRING VALLEY WATER COMPANY

-to-

STATE OF CALIFORNIA.

DEED

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S. F. W. O.

COPY

MCCUTCHEEN, OLNEY, MANNON & GREENE

Counselors at Law

Balfour Building
SAN FRANCISCO, CALIFORNIA

COPY.

Decision No. 13840

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA.

In the Matter of the Application of)
 SPRING VALLEY WATER COMPANY,)
 a corporation, for an order author-) Application No. 10259.
 izing the granting to the State of)
 California of a right of way over)
 certain lands of said corporation.)

RAILROAD COMMISSION
STATE OF CALIFORNIA

RECEIVED
 BY THE COMMISSION:
 JUL 23 1924

O R D E R

FILE NO. _____

Spring Valley Water Company, a public utility corpora-
 tion rendering service to consumers located in the City and
 County of San Francisco and the County of San Mateo, having made
 application to this Commission for an order authorizing the grant-
 ing to the State of California, without charge therefor, of rights
 of way over certain of its lands to be used for the construction
 of a state highway known as the Skyline Boulevard; and it appear-
 ing that the conveyance of these rights of way will not interfere
 in any way with the operation of applicant's water system, and
 that this is a matter in which a public hearing is not required
 and that the application should be granted,

IT IS HEREBY ORDERED that Spring Valley Water Company,
 a corporation, be and the same is hereby authorized to grant to
 the State of California rights of way over certain of its lands
 located in the City and County of San Francisco and the County
 of San Mateo and more particularly described in the application
 herein, upon the following condition:

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The authority herein granted shall apply only to such conveyance as shall have been made on or before December 31, 1924, and certified copies of the instruments of conveyance shall be filed with this Commission by Spring Valley Water Company on or before January 31, 1925.

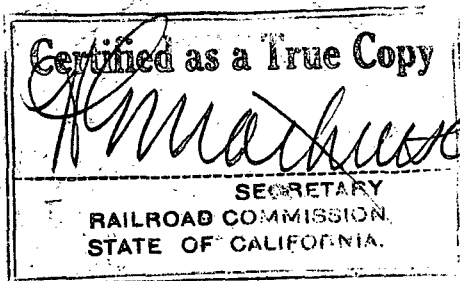
The effective date of this order is hereby fixed as December 31, 1924.

Dated at San Francisco, California, this 23rd day of July, 1924.

C. L. SEAVEY

IRVING MARTIN

J. T. WHITTLESEY
COMMISSIONERS



*James A. Lindstrom Approved
R. E. Flan Chief Engineer*

DESCRIPTION CORRECT

R. E. Flan

DEED OF RIGHT OF WAY FOR STATE HIGHWAY ENGINEERING DEPT. S.V.W.Co.

THIS INDENTURE made and entered into this 15th day of March, 1924, by and between SPRING VALLEY WATER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, the party of the first part, and the STATE OF CALIFORNIA, the party of the second part,

WITNESSETH:

That, Whereas, the said party of the second part has located and proposes to construct, and thereafter at all times maintain a state highway through and over certain lands situated in the County of San Mateo, State of California, which said state highway as so located extends in part through and over a portion of Rancho Canada de Raymundo, and the southwest quarter of Section 13, the northwest quarter, the southwest quarter of the northeast quarter, and the fractional northwest quarter of the southeast quarter of Section 24, Township 5 South, Range 5 West, Mount Diablo Base and Meridian, and the proposed right of way for said state highway is in part particularly described as follows:

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Parcel 1.

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A portion of the Southwest 1/4 of Section 13; the Northwest 1/4, the Southwest 1/4 of the Northeast 1/4, and the fractional Northwest 1/4 of the Southeast 1/4 of Section 24, Township 5 South, Range 5 West, Mount Diablo Base and Meridian, 100 feet wide and 50 feet on each side of a center line commencing at a point known as Station "P" 350+29.0 P. O. C. of the California Highway Commission

Survey, Route 55, "C", San Mateo County, being in the line common to the lands of the Grantor and Julia J. Morrison, distant thereon N. 62° 37' E., 105.0 feet from the westerly end of a course in the boundary of the land of the said grantor, described as S. 62° 37' W., 199.3 feet; thence from said point of commencement southeasterly, curving to the left from a tangent bearing S. 21° 39' E., with a radius of 400 feet, through an angle of 13° 45½' for a distance of 113.51 feet to a point known as Station S. M. 55-B, "P" 351+42.51 P.T. = S. M. 55-C, "A" 1+72.78 P.O.T., of said Survey; thence S. 37° 54½' E., 579.94 feet; thence curving to the left with a radius of 500 feet through an angle of 41° 49½' for a distance of 219.00 feet to a point known as Station "A" 9+71.72 P.T. = "P₁" 9+71.72 P.O.C. of said survey; thence continuing on said curve with a radius of 300 feet through an angle of 5° 41½' for a further distance of 23.30 feet; thence S. 53° 25½' E., 117.27 feet, to a point known as Station "P₁" 11+18.79 P.O.T. = "P₂" 11+18.79 P. C. of said survey; thence curving to the right with a radius of 250 feet through an angle of 170° 07' for a distance of 742.27 feet; thence S. 84° 41½' W., 145.32 feet, to a point known as Station "P₂" 20+04.28 P.O.T. = "R" 20+59.68 P.O.T. of said survey; thence continuing on said course S. 84° 41½' W., a further distance of 15.20 feet; thence curving to the left with a radius of 200 feet through an angle of 176° 51' for a distance of 317.32 feet; thence S. 87° 30½' E., 565.45 feet to a point known as Station "R" 32+48.65 P.C. = "P₁" 32+29.65 P.O.C. of said Survey; thence curving to the right with a radius of 225 feet, through an angle of 144° 05½' for a distance of 565.65 feet to a point known as Station "P₁" 37+95.70 P.T. = "A" 39+00.39 P.O.T. of said Survey; thence S. 51° 56' W., 110.64 feet; thence curving to the left with

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a radius of 225 feet through an angle of $66^{\circ} 40'$ for a distance of 261.80 feet to a point known as Station "A" 42+72.96 P.O.C. = "P₁" 42+72.96 P.T., of said survey; thence S. $14^{\circ} 44'$ E., 703.00 feet; thence curving to the right with a radius of 1000 feet through an angle of $9^{\circ} 41'$ for a distance of 169.01 feet; thence S. $5^{\circ} 03'$ E., 347.59 feet; thence curving to the left with a radius of 200 feet through an angle of $122^{\circ} 27'$ for a distance of 427.43 feet to a point known as Station "P₁" 59+19.99 P.T. of said survey, distant N. $43^{\circ} 58\frac{1}{2}'$ W., 523.72 feet from the center of Section 24, Township 5 South, Range 5 West; thence N. $52^{\circ} 30'$ E., 435.16 feet; thence curving to the right with a radius of 200 feet through an angle of $83^{\circ} 37'$ for a distance of 291.88 feet; thence S. $43^{\circ} 53'$ E., 306.47 feet to a point known as Station "P₁" 69+53.50 P.C. = "P" 69+28.49 P.O.C. of said survey; thence curving to the right with a radius of 500 feet through an angle of $70^{\circ} 53'$ for a distance of 618.57 feet; thence S. $27^{\circ} 00'$ W., 272.58 feet; thence curving to the left with a radius of 1500 feet through an angle of $46^{\circ} 12'$ for a distance of 1209.51 feet; thence S. $19^{\circ} 12'$ E., 362.55 feet, more or less, to a point known as Station "P" 93+91.7 P.O.T. of the California Highway Commission survey; said point being in the dividing line produced common to the lands of the Grantor and John F. Linehan et al., distant thereon S. $30^{\circ} 00'$ W., 25.7 feet, more or less, from the Southwest corner of the land of said Grantor; all bearings true; and containing, after deducting that portion used and acknowledged as a public road, and that portion belonging to the lands of J. J. Morrison, an area of 9.0 acres, more or less.

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Parcel II.

A portion of the Rancho Canada de Raymundo, 100 feet wide and 50 feet on each side of a center line commencing at

a point known as Station "P" 140+28.2 P.O.C. of the California Highway Commission Survey, Route 55, "C", San Mateo County, being in the line common to the lands of the Grantor and the lands of John F. Linehan, et al., distant thereon N. 47° 11½' E., 695.8 feet from the northwest corner of the 20 acre tract of land belonging to Carrie E. Bridge, lying in the Rancho Canada de Raymundo; said northwest corner being in the westerly line of said Rancho; thence from said point of commencement curving to the right from a tangent, bearing S. 51° 46' E., with a radius of 1000 feet through an angle of 18° 48½' for a distance of 328.29 feet to a point known as Station "P" 143+56.49 P.T. = "A" 144+83.55 P.O.T. of said California Highway Commission Survey; thence S. 32° 57½' E., 1693.22 feet to a point known as Station "A" 161+76.77 P.O.T. = "P" 161+76.77 P.C. of said Survey; thence curving to the right with a radius of 700 feet through an angle of 47° 36½' for a distance of 581.65 feet; thence S. 14° 39' W., 204.55 feet; thence curving to the left with a radius of 450 feet through an angle of 79° 19' for a distance of 622.95 feet; thence S. 64° 40' E., 2003.00 feet; thence curving to the right with a radius of 350 feet, through an angle of 0° 46½' for a distance of 4.74 feet to a point known as Station "P" 195+93.66 P.O.C. = "A" 196+04.55 P.C. of said Survey; thence continuing on said curve to the right with a radius of 350 feet through an angle 32° 29½' for a distance of 198.45 feet to a point known as Station "A" 198+03.0 P.O.C. of said survey; said point being in the property line common to the lands of the Grantor and Empire Mines and Investment Company Company, distant thereon N. 46° 30' E., 1109.1 feet from a monument in the westerly line of said Rancho; and being the northwest corner of the lands of the said Empire Mines and Investment Company; all bearings being true and containing, after deducting that portion belonging to Carrie E. Bridge and A. G. & E. B. McFarland, and that portion used and acknowledged as a public road, an area of 7.20

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acres, more or less.

PARCEL III.

A portion of the Rancho Canada de Raymundo and more particularly described as follows: beginning at a point in the westerly boundary line of said Rancho Canada de Raymundo, distant thereon N. 24° 45' W. (described in the official notes of said Rancho as N. 25½° W.) 99.88 feet from Station #50 in said Rancho boundary; said point being the southwest corner of the lands of Empire Mines and Investment Company; thence from said point of beginning, along said Rancho boundary S. 24° 45' E., 99.88 feet to the said Station #50; thence continuing along said Rancho boundary S. 57° 55½' E., 1385.53 feet (described in the official notes of said Rancho as N. 59½° W., 21.0 chains) to Station #49 in said Rancho boundary; thence continuing along said Rancho boundary S. 89° 26½' E. (described in the official notes of said Rancho as due West) 426.01 feet to a point known as Station "A" 254+05.20 P.O.C. of the California Highway Commission survey, Route 55, "C", San Mateo County; thence continuing along said Rancho boundary S. 89° 26½' E. a further distance of 123.64 feet to the northeast corner of Lot #1 of Idlewild Redwoods; thence leaving said Rancho boundary N. 64° 14½' W., 345.47 feet to a point distant N. 23° 44' E., 50.0 feet from Station "A" 251+72.65 P.C. of said survey; thence along a line drawn parallel to and 50.0 feet northeasterly of the center line of said survey, N. 66° 16' E., 860.03 feet; thence continuing along said line drawn parallel to and 50.0 feet northeasterly of said center line and curving to the right with a radius of 1850 feet through an angle of 22° 29' 50" for a distance of 721.56 feet to a point in the line common to the lands of the Grantor and Empire Mines and Investment Company; thence along said last mentioned line S. 46° 30' W., 50.0 feet to a point known as Station "A" 235+71.19 P.O.C. of said survey; thence

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continuing along said line S. 46° 30' W. a further distance of 57.25 feet to the point of beginning; all bearings true; and containing, after deducting that portion used and acknowledged as a County Road, an area of 6.14 acres, more or less.

Parcel IV.

A portion of the Rancho Canada de Raymundo, and more particularly described as follows; commencing at a point in the westerly boundary of the Rancho Canada de Raymundo, distant thereon S. 38° 48' E. (described in the official notes of said Rancho as N. 39½° E.) 1580.95 feet from Station No. 48 in the boundary of said Rancho, and also described as being N. 43° 12' E., 50.0 feet from Station "A" 273+71.11 P.O.T. of the California Highway Commission Survey, Route 55, "C", San Mateo County; thence from said point of commencement along said westerly boundary of the Rancho as follows; S. 38° 48' E., 1270 feet, more or less, to Station No. 47; thence S. 24° 20½' E. (described in the official notes of said Rancho as N. 24° W. 30 chains; 1965 feet, more or less, to Station No. 46); thence S. 39° 08½' E. (described in the official notes of said Rancho as N. 39° W. 6 chains) 384.80 feet to Station No. 45; thence S. 78° 45' E., (described in the official notes of said Rancho as N. 79° W., 11 chains) 736.67 feet, to Station No. 44; thence S. 17° 12½' E. (described in the official notes of said Rancho as N. 17° W .) 306.17 feet; thence leaving said Rancho boundary and running along the old Richards Road as surveyed by the Spring Valley Water Company, as follows: N. 87° 21½' E. 151.55 feet, S. 75° 48½' E., 121.44 feet; N. 87° 35½' E. 4.31 feet to Station "A" 321+68.16 P.O.T. of the California Highway Commission Survey; thence continuing on said course N. 87° 35½' E. a further distance of 63.54 feet; thence along the easterly side of the present public road as follows: N. 11° 50' W., 100

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feet; N. 21° 40½' W., 139.09 feet; and N. 70° W., 230.0 feet, to a point in a line parallel to and 50.0 feet northeasterly from the center line of the said California Highway Commission survey, distant N. 32° 40' E., 50.0 feet radially from Station "R" 517+50.0 P.O.C. of said survey; thence along said line parallel to and 50.0 feet from said center line as follows: curving to the left from a tangent bearing N. 57° 2 0' W., with a radius of 1050 feet through an angle of 21° 25' for a distance of 392.48 feet; thence N. 78° 45' W., 229.02 feet; thence curving to the right with a radius of 550 feet through an angle of 55° 36½' for a distance of 514.60 feet; thence N. 25° 08½' W., 1794.10 feet; thence curving to the left with a radius of 2350 feet through an angle of 21° 39½' for a distance of 668.32 feet; thence N. 46° 48' W. 551.26 feet to the point of commencement; all bearings true; and containing after deducting that portion belonging to the lands of G. T. Knopf and that portion used and acknowledged as a public road, an area of 6.8 acres, more or less.

AND WHEREAS, the part of the said proposed right of way hereinbefore particularly described includes all those portions of said right of way which extend over property of the party of the first part, as well as portions thereof extending over property of other persons,

NOW, THEREFORE, in consideration of the location, construction, and paving of said state highway, the said party of the first part does hereby signify its approval of the location of the said state highway, and consents to the establishment thereof through and over the said lands of the said party of the first part, and hereby gives, conveys, and dedicates to the said party of the second part, subject however, to the conditions hereinafter expressed, the right of way for such portion of the said state highway hereinabove described as is situate through and over lands of the party of the first part, excepting

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such portion thereof as has heretofore been dedicated as and for a county road or roads, and does hereby waive all claims for compensation for and on account of the establishment of the said state highway.

This conveyance, being of an easement for a state highway across, through and over lands used by the said party of the first part for watershed purposes as a part of the water supply system of the City and County of San Francisco, State of California, is made upon and subject to each and all the following express conditions, to wit;

1. That said party of the second part, its representatives, officers, agents, employees and licensees, shall at no time use or attempt to use the lands subject to said easement, nor said right of way, for any purpose other than that of constructing, renewing, repairing and maintaining a state highway thereon.

2. That the said party of the second part shall commence the construction of the said state highway upon the said right of way within two (2) months from the date hereof, and shall prosecute said work with all reasonable diligence to completion, and shall complete the said construction of the said state highway within one and one-half (1½) years from the date hereof, time being of the essence, and that the said state highway shall at all times thereafter be maintained and kept open as a state highway, and shall at no time, except as hereinafter provided, be closed for repairs or renewals or for any other purpose for any period exceeding one (1) year.

3. That the said party of the second part, as soon as the grading of said state highway is completed and before the pavement thereof is placed, shall erect and thereafter at all times maintain permanent fences along both sides of said state highway where it passes through the property of the said party of the first part. The said fences, so to be

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erected and maintained, shall be not less than six (6) feet in height, and constructed of posts of redwood six (6) inches by six (6) inches square, set in the ground at intervals not exceeding twelve (12) feet, and with seven (7) barbed wire strands strung thereon, nine (9) inches apart, the bottom wire to be six (6) inches above the ground surface, said barbed wire to be dipped in hot asphaltum before being strung upon said fence posts as aforesaid. Said fences shall be constructed along the boundary of or within the said right of way hereinabove described.

4. That wherever possible the said party of the second part shall divert from and to the west of the lands owned by the said party of the first part all storm and drainage water which may be intercepted by the said state highway.

5. That the said party of the second part shall construct and at all times thereafter maintain drainage gutters and culverts along and across the said state highway in a manner which will adequately drain and prevent the washing out of the said state highway, such gutters and culverts to be so constructed as not to unduly concentrate the flow of any storm or drainage water intercepted by the said state highway, and, so far as practicable, so as to divert said intercepted waters directly into the natural watercourses of the watersheds through which the said state highway is located.

6. That the said party of the second part shall so construct and at all times thereafter maintain the said state highway in a manner which shall in no wise damage, injure or interfere with any of the waters, waterworks structures or appliances, or other structures or appliances used or useful in connection with the water supply business of the said party of the first part.

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7. That in the event the construction of the said state highway renders it necessary to reconstruct and/or relocate any existing structure or structures of the said party of the first part on its said lands through and over which the said state highway is located, the said party of the second part shall perform all the work necessary for such reconstruction and/or relocation at such times and in such manner as shall be designated by the Chief Engineer of the said party of the first part, and at the sole cost and expense of the said party of the second part.

8. That all timber cut on or along said right of way hereby conveyed shall belong to the said party of the first part, and the said party of the second part shall cut all such timber into four (4) foot lengths and, if over eight (8) inches in diameter, shall split such timber, and shall remove all timber so cut and split from said right of way to the lands of the said party of the first part adjoining said right of way at the points where such timber may be cut. Said party of the second part shall burn, or remove from the lands of the said party of the first part and dispose of, all tops, lops, brush and refuse so as to leave said right of way and the lands of the party of the first part in as slightly a condition as possible. All burning of tops, lops, brush and refuse shall be done so far as practicable in the winter season, and shall be done on said right of way and in such manner as to prevent the spread of fire to adjoining property. Said party of the second part shall indemnify and save the said party of the first part free and harmless of and from all losses, and liability to or claims of others on account of or in any wise due to or connected with such burning of tops, lops, brush and refuse, or the spread of fire to adjoining property.

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9. That nothing herein contained shall, nor shall it be construed to limit, restrict or prohibit in any wise the right of the said party of the first part, its successors and assigns, to construct, alter, repair, improve, enlarge, develop or remove any and/or all waterworks, structures and appliances now or hereafter forming a part of its water supply system situate upon the said lands through and over which the said state highway is located, nor its right to develop and/or improve any of the water supply resources of the watershed or watersheds in which said lands are situate.

10. That the said party of the second part, its representatives, officers, agents, employees and licensees will not at any time commit any act upon the said lands through and over which the said state highway is located which will in any wise tend to contaminate or impair the potability of the waters of the Crystal Springs Reservoirs, and/or any of the streams, the waters of which run into said reservoirs, or either of them, or through the watersheds in which said lands are situate; that no construction camps or housing for men or animals or maintenance yards shall be built or located or established or maintained on the lands of the said party of the first part on the watershed of said reservoirs within one thousand (1000) feet of the edge of the said Crystal Springs Reservoirs, and that the location and area occupied by all such camps and/or maintenance yards on lands of the party of the first part shall be first approved by the Chief Engineer of the said party of the first part; that during the construction, reconstruction, renewal or repair of the said state highway, no livestock employed in such work shall be tied picketed or pastured within three hundred (300) feet of the aforesaid reservoirs or streams; that privies shall be maintained by the said party of the second part at suitable locations during such construction, reconstruction, renewal or repair of the said state highway, and that no privy shall be placed nearer the

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aforesaid reservoirs or streams than one hundred (100) feet and that said privies shall be so constructed that their contents can be, and said contents shall be, removed by the said party of the second part from the watersheds for disposal; that all the rules and regulations of the San Mateo County and California State Boards of Health, and all ordinances, regulations and laws for the protection of water supplied for domestic and other purposes and all other ordinances, regulations and laws shall be observed by all persons engaged in such construction, reconstruction, renewal and repair of the said state highway; and that the said party of the second part shall maintain at its own sole cost and expense a watchman, or guard, appointed by the California State Board of Health, to observe the sanitary protection of the waters of the aforesaid reservoirs and streams during such construction, reconstruction, renewal and repair of the said state highway.

11. That the said party of the second part shall take, or cause to be taken, as soon as the construction of the said state highway shall commence, all steps necessary or proper to have the Board of Supervisors of the County of San Mateo, State of California, forthwith close and forever abandon all county roads to be replaced by the said state highway.

12. That the said party of the second part shall at all times prevent any and all camping, fishing, hunting and/or shooting on or from the said rights of way hereby granted or on any part or any portion of them or any of them.

13. The said party of the second part, its representatives, officers, agents, employees, and licensees will not, nor will any of them, prevent, hinder or interfere with the enjoyment by the said party of the first part of the lands through and over which the said rights of way are located for any and all purposes and uses not inconsistent with the use thereof by

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the said party of the second part for the purpose of the said state highway, it being understood and agreed that the said party of the first part shall be entitled freely to construct, maintain, operate, repair and renew across, over, under or along the said right of way or any portion thereof any and all flumes, tunnels, pipe lines, conduits, culverts, telegraph and power lines or any other structures of whatsoever nature that it may now or at any time hereafter see fit and shall likewise be entitled to freely construct, maintain, operate, repair and renew roads or streets over and across the said right of way and to connect the same with the said state highway as it may now or hereafter see fit. In the event that the party of the first part shall in such work dig into or otherwise disturb the said state highway, it shall upon the completion of said work restore the said highway to substantially the same condition as before such work was commenced.

14. All work to be done upon the said right of way, and improvements and fencing to be done or made in connection therewith, as hereinabove provided, shall be at the sole expense of the party of the second part, and the party of the second part shall promptly pay for all work performed by or for it or herein provided by it to be performed, and for all materials used or furnished to be used in connection therewith, and shall indemnify and hold harmless the party of the first part against all claims in respect thereto, and against any liability under the Workmen's Compensation, Insurance and Safety Act of the State of California, and all amendments thereof; and the party of the second part shall keep the said highway and every part thereof free and clear of liens in respect to all such work done or materials used or furnished.

15. That the said party of the second part shall indemnify, save and hold the said party of the first part free

and harmless of and from all damages and injuries to person, persons or property, and all liability to or claims of others which may in any way result from or out of or in connection with the construction, maintenance, repair or use of said state highway, or which may result by reason of any negligence on the part of the said party of the second part, its officers, agents or employees, or of any contractor engaged in doing work for it, or the officers, agents or employees of any such contractor, or which may result by reason of any breach by the party of the second part, its officers, agents or employees, or of any contractor engaged in doing work for it, or the officers, agents, or employees of any such contractor, of any of the provisions, terms or conditions of this indenture.

16. That all easements and rights hereby given are and shall be subject to all prior rights, easements and privileges of whatsoever nature heretofore granted or given or now existing.

17. This indenture and each and all rights, agreements, covenants, terms and conditions herein contained shall bind and shall inure to the benefit of the respective successors and assigns of the parties hereto; provided, that the party of the second part shall not assign this indenture, or assign or convey any of its rights hereunder, without the written consent of the party of the first part first had and obtained.

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18. In the event that the party of the second part shall fail or neglect to keep, perform, or observe any conditions hereof, in manner and form as hereinbefore provided, then at the option of the party of the first part, all rights hereby conveyed to the party of the second part shall forthwith cease and determine and revert to the party of the first part, and the waiver of any cause of forfeiture hereunder occurring shall not be or be deemed to be a waiver of any subsequent cause of forfeiture

which may occur.

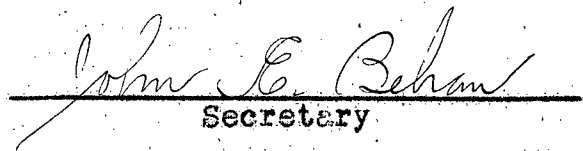
IN WITNESS WHEREOF, the party of the first part by its proper officers thereunto duly authorized, has caused its corporate name to be hereunto subscribed and its corporate seal to be hereto affixed, the day and year first above written.

SPRING VALLEY WATER COMPANY,

By



President

Sgd. By


Secretary

(Corporate Seal)

Approved as to form
March 6, 1924.


Attorneys for Spring
Valley Water Company.

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STATE OF CALIFORNIA, }
City and County of San Francisco. } ss.

On this 15th day of March, in the
year one thousand nine hundred and twenty-four, before me,
O. A. Rogers, a Notary Public in and
for the City and County of San Francisco, State of California,
residing therein, duly commissioned and sworn, personally
appeared S. P. EASTMAN and JOHN E. BEHAN, known to me to be
the President and Secretary, respectively, of Spring Valley
Water Company, the corporation described in and that executed
the within instrument, and also known to me to be the
persons who executed the same on behalf of the corporation
therein named, and they acknowledged to me that such corpor-
ation 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.

O. A. Rogers
Notary Public
in and for the City and County of
San Francisco, State of California.

(Notarial seal)

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On this 12th day of December in the year one thousand nine hundred and twenty four before me, FLORA HALL, a Notary Public, in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Peter B. Stumpf and Agnes H. Stumpf, his wife, known to me to be the persons whose names are subscribed to the within instrument, and they duly 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 the City and County of San Francisco, the day and year in this certificate first above written.

(SEAL) Flora Hall, Notary Public in and for the City and County of San Francisco, State of California. My commission expires April 18, 1926.

Recorded at request of CALIFORNIA-PACIFIC TITLE INS. CO DEC 15 1924 at 6 min. past 9 o'clock A.M., in Volume 973 of Official Records page 314 County Records, Records of City and County of San Francisco State of California EDMOND GODCHAUX Recorder By *Edna Y. Clayton* Deputy. 33456

Recorded at request of CALIFORNIA PACIFIC TITLE INSURANCE COMPANY DEC 20 1924 at 40 min. past 11 o'clock, A. M., San Mateo County Records, T. C. Rice, Recorder. By Edna Y. Clayton, Deputy Recorder. 29972A-D. Compared by *W. J. Rice*, Copyist's Note: ~~xxx~~ rulings in above record same as in original instrument.

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SPRING VALLEY WATER COMPANY	DEED OF RIGHT OF WAY FOR STATE HIGHWAY	DESCRIPTION CORRECT I.E. Flaas Engineering Dept. S.V.W.CO.
to	Terms & Conditions Approved G. A. Elliott Chief Engineer	
STATE OF CALIFORNIA		

THIS INDENTURE made and entered into this 15th day of March, 1924, by and between SPRING VALLEY WATER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, the party of the first part, and the STATE OF CALIFORNIA, the party of the second part,

W I T N E S S E T H:

That, Whereas, the said party of the second part has located and proposes to construct, and thereafter at all times maintain a state highway through and over certain lands situated in the County of San Mateo, State of California, which said state highway as so located extends in part through and over a portion of Rancho Canada de Raymundo, and the southwest quarter of Section 13, the northwest quarter, the southwest quarter of the northeast quarter, and the fractional northwest quarter of the southeast quarter of Section 24, Township 5 South, Range 5 West, Mount Diablo Base and Meridian, and the proposed right of way for said state highway is in part particularly described as follows:

PARCEL I.

A portion of the Southwest 1/4 of Section 13; the Northwest 1/4, the Southwest 1/4 of the Northeast 1/4, and the fractional Northwest 1/4 of the Southeast 1/4 of Section 24, Township 5 South, Range 5 West, Mount Diablo Base and Meridian, 100 feet wide and 50 feet on each side of a center line commencing at a point known as Station "P" 350+29.0 P.O.C. of the California Highway Commission Survey, Route 55, "C", San Mateo County, being in the line common to the lands of the Grantor and Julia J. Morrison, distant thereon N. 62° 37' E., 105.0 feet from the westerly end of a course in the boundary of the land of the said grantor, described as S. 62° 37' W., 199.3 feet; thence from said point of commencement southeasterly, curving to the left from a tangent bearing S. 21° 39' E., with a radius of 400 feet, through an angle of 16° 15 1/2' for a distance of 113.51 feet to a point known as Station S.M. 55-B, "P" 351+42.51 P.T. = S.M. 55-C, "A" 1+72.78 P.O.T., of said Survey; thence S. 37° 54 1/2' E., 579.94 feet; thence curving to the left with a radius of 300 feet through an angle of 41° 49 1/2' for a distance of 219.00 feet to a point known as Station "A" 9+71.72 P.T. = "P1" 9+71.72 P.O.C. of said survey; thence continuing on said curve with a radius

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of 300 feet through an angle of $5^{\circ} 41\frac{1}{2}'$ for a further distance of 29.80 feet; thence S. $85^{\circ} 25\frac{1}{2}'$ E., 117.27 feet, to a point known as Station "P1" $11+18.79$ P.O.T. = "P2" $11+18.79$ P.C. of said survey; thence curving to the right with a radius of 250 feet through an angle of $170^{\circ} 07'$ for a distance of 742.27 feet; thence S. $84^{\circ} 41\frac{1}{2}'$ W., 143.22 feet, to a point known as Station "P2" $20+04.38$ P.O.T. = "R" $20+59.68$ P.O.T. of said survey; thence continuing on said course S. $84^{\circ} 41\frac{1}{2}'$ W., a further distance of 15.20 feet; thence curving to the left with a radius of 300 feet through an angle of $176^{\circ} 51'$ for a distance of 617.32 feet; thence N. $87^{\circ} 50\frac{1}{2}'$ E., 553.45 feet to a point known as Station "R" $32+45.65$ P.C. = "P1" $32+29.85$ P.O.C. of said Survey; thence curving to the right with a radius of 225 feet, through an angle of $144^{\circ} 05\frac{1}{2}'$ for a distance of 565.85 feet to a point known as Station "P1" $37+95.70$ P.T. = "A" $39+00.39$ P.O.T. of said Survey; thence S. $51^{\circ} 56'$ W., 110.64 feet; thence curving to the left with a radius of 225 feet through an angle of $66^{\circ} 40'$ for a distance of 261.80 feet to a point known as Station "A" $42+72.96$ P.O.C. = "P1" $42+72.96$ P.T., of said survey; thence S. $14^{\circ} 44'$ E., 703.00 feet; thence curving to the right with a radius of 1000 feet through an angle of $9^{\circ} 41'$ for a distance of 169.01 feet; thence S. $5^{\circ} 03'$ E., 347.59 feet; thence curving to the left with a radius of 200 feet through an angle of $122^{\circ} 27'$ for a distance of 427.43 feet to a point known as Station "P1" $59+19.99$ P.T. of said survey, distant N. $43^{\circ} 58\frac{1}{2}'$ W., 523.72 feet from the center of Section 24, Township 5 South, Range 5 West; thence N. $52^{\circ} 30'$ E., 435.16 feet; thence curving to the right with a radius of 200 feet through an angle of $85^{\circ} 37'$ for a distance of 291.88 feet; thence S. $43^{\circ} 53'$ E., 306.47 feet to a point known as Station "P1" $69+53.50$ P.C. = "P" $69+28.49$ P.O.C. of said survey; thence curving to the right with a radius of 500 feet through an angle of $70^{\circ} 53'$ for a distance of 618.57 feet; thence S. $27^{\circ} 00'$ W., 272.58 feet; thence curving to the left with a radius of 1500 feet through an angle of $46^{\circ} 12'$ for a distance of 1209.51 feet; thence S. $19^{\circ} 12'$ E., 362.65 feet, more or less, to a point known as Station "P" $93+91.7$ P.O.T. of the California Highway Commission survey; said point being in the dividing line produced common to the lands of the Grantor and John F. Linehan et al., distant thereon S. $50^{\circ} 00'$ W., 25.7 feet, more or less, from the Southwest corner of the land of said Grantor; all bearings true; and containing, after deducting that portion used and acknowledged as a public road, and that portion belonging to the lands of J. J. Morrison, an area of 9.0 acres, more or less.

PARCEL II.

A portion of the Rancho Canada de Raymundo, 100 feet wide and 50 feet on each side of a center line commencing at a point known as Station "P" $140+28.2$ P.O.C. of the California Highway Commission Survey, Route 55, "C", San Mateo County, being in the line common to the lands of the Grantor and the lands of John F. Linehan, et al., distant thereon N. $47^{\circ} 11\frac{1}{2}'$ E., 695.8 feet from the northwest corner of the 20 acre tract of land belonging to Carrie E. Bridge, lying in the Rancho Canada de Raymundo; said northwest corner being in the westerly line of said Rancho; thence from said point of commencement curving to the right from a tangent, bearing S. $51^{\circ} 46'$ E., with a radius of 1000 feet through an angle of $18^{\circ} 48\frac{1}{2}'$ for a distance of 328.29 feet to a point known as Station "P" $143+56.49$ P.T. = "A" $144+83.55$ P.O.T. of said California Highway Commission Survey; thence S. $32^{\circ} 57\frac{1}{2}'$ E., 1693.22 feet to a point known as Station "A" $161+76.77$ P.O.T. = "P" $161+76.77$ P.C. of said Survey; thence curving to the right with a radius of 700 feet through an angle of $47^{\circ} 36\frac{1}{2}'$ for a distance of 581.65 feet; thence S. $14^{\circ} 39'$ W., 204.55 feet; thence curving to the left with a radius of 450 feet through an angle of $79^{\circ} 19'$ for a distance of 622.95 feet; thence S. $64^{\circ} 40'$ E., 2003.00 feet; thence curving to the right with a radius of 350 feet, through an angle of $0^{\circ} 46\frac{1}{2}'$ for a distance of 4.74 feet to a point known as Station "P" $195+93.66$ P.O.C. = "A" $196+04.55$ P.C. of said Survey; thence continuing on said curve to the right with a radius of 350 feet through an angle $32^{\circ} 29\frac{1}{2}'$ for a distance of 198.45 feet to a point known as Station "A" $198+03.0$ P.O.C. of said survey; said point being in the property line common to the lands of the Grantor and Empire Mines and Investment Company Company, distant thereon N. $46^{\circ} 30'$ E., 1109.1 feet from a monument in the westerly line of said Rancho; and being the northwest corner of the lands of the said Empire Mines and Investment Company; all bearings being true, and containing, after deducting that portion belonging to Carrie E. Bridge and A. G. & E. B. McFarland, and that portion used and acknowledged as a public road, an area of 7.20 acres, more or less.

PARCEL III.

A portion of the Rancho Canada de Raymundo and more particularly described as follows: beginning at a point in the westerly boundary line of said Rancho Canada de Raymundo, distant thereon N. $24^{\circ} 45'$ W. (described in the official notes of said Rancho as N. $25\frac{1}{2}'$ W.) 99.88 feet from Station #50 in said Rancho boundary; said point being the southwest corner of the lands of Empire Mines and Investment Company; thence from said point of beginning, along said Rancho boundary S. $24^{\circ} 45'$ E., 99.88 feet to the said Station #50; thence con-

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tinuing along said Rancho boundary S. 57° 55' E., 1385.53 feet (described in the official notes of said Rancho as N. 58½° W., 21.0 chains) to Station #49 in said Rancho boundary; thence continuing along said Rancho boundary S. 89° 26½' E. (described in the official notes of said Rancho as due West) 426.01 feet to a point known as Station "A" 254+05.20 P.O.C. of the California Highway Commission survey, Route 55, "C", San Mateo County; thence continuing along said Rancho boundary S. 89° 26½' E. a further distance of 120.64 feet to the northeast corner of Lot #1 of Idlewild Redwoods; thence leaving said Rancho boundary N. 64° 14½' W., 343.47 feet to a point distant N. 23° 44' E., 50.0 feet from Station "A" 251+72.65 P.C. of said survey; thence along a line drawn parallel to and 50.0 feet northeasterly of the center line of said survey, N. 68° 16' W., 860.03 feet; thence continuing along said line drawn parallel to and 50.0 feet northeasterly of said center line and curving to the right with a radius of 1850 feet through an angle of 22° 20' 50" for a distance of 721.55 feet to a point in the line common to the lands of the Grantor and Empire Mines and Investment Company; thence along said last mentioned line S. 46° 30' W., 50.0 feet to a point known as Station "A" 235+71.19 P.O.C. of said survey; thence continuing along said line S. 46° 30' W. a further distance of 57.25 feet to the point of beginning; all bearings true; and containing, after deducting that portion used and acknowledged as a County Road, an area of 6.14 acres, more or less.

PACEL IV.

A portion of the Rancho Canada de Raymundo, and more particularly described as follows; commencing at a point in the westerly boundary of the Rancho Canada de Raymundo, distant thereon S. 38° 48' E. (described in the official notes of said Rancho as N. 39½° W.) 1580.95 feet from Station No. 48 in the boundary of said Rancho, and also described as being N. 43° 12' E., 50.0 feet from Station "A" 273+71.11 P.O.T. of the California Highway Commission Survey, Route 55, "C", San Mateo County; thence from said point of commencement along said westerly boundary of the Rancho as follows; S. 38° 48' E., 1270 feet, more or less, to Station No. 47; thence S. 24° 20½' E. (described in the official notes of said Rancho as N. 24° W. 30 chains; 1963 feet, more or less, to Station No. 46) thence S. 39° 08½' E. (described in the official notes of said Rancho as N. 39° W. 6 chains) 384.80 feet to Station No. 45; thence S. 78° 45' E., (described in the official notes of said Rancho as N. 79° W., 11 chains) 736.67 feet, to Station No. 44; thence S. 17° 12½' E. (described in the official notes of said Rancho as N. 17° W.) 306.17 feet; thence leaving said Rancho boundary and running along The old Richards Road as surveyed by the Spring Valley Water Company, as follows: N. 87° 21½' E. 161.55 feet, S. 75° 48½' E., 121.44 feet; N. 87° 35½' E. 4.31 feet to Station "A" 321+68.16 P.O.T. of the California Highway Commission Survey; thence continuing on said course N. 87° 35½' E. a further distance of 63.54 feet; thence along the easterly side of the present public road as follows: N. 11° 50' W., 100 feet; N. 21° 40½' W., 139.09 feet; and N. 70° W., 280.0 feet, to a point in a line parallel to and 50.0 feet northeasterly from the center line of the said California Highway Commission survey, distant N. 32° 40' E., 50.0 feet radially from Station "R" 317+50.0 P.O.C. of said survey; thence along said line parallel to and 50.0 feet from said center line as follows: curving to the left from a tangent bearing N. 57° 20' W., with a radius of 1050 feet through an angle of 21° 25' for a distance of 392.48 feet; thence N. 78° 45' W., 229.02 feet; thence curving to the right with a radius of 550 feet through an angle of 53° 36½' for a distance of 514.60 feet; thence N. 25° 08½' W., 1794.10 feet; thence curving to the left with a radius of 2350 feet through an angle of 21° 39½' for a distance of 888.32 feet; thence N. 46° 48' W. 551.26 feet to the point of commencement; all bearings true; and containing after deducting that portion belonging to the lands of G. T. Knopf and that portion used and acknowledged as a public road, an area of 6.8 acres, more or less.

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AND WHEREAS, the part of the said proposed right of way hereinbefore particularly described includes all those portions of said right of way which extend over property of the party of the first part, as well as portions thereof extending over property of other persons,

NOW, THEREFORE, in consideration of the location, construction, and paving of said state highway, the said party of the first part does hereby signify its approval of the location of the said state highway, and consents to the establishment thereof through and over the said lands of the said party of the first part, and hereby gives, conveys, and dedicates to the said party of the second part, subject however, to the conditions hereinafter expressed, the right of way for such portion of the said state highway hereinabove described as is situate through and over lands of the party of the first part, excepting such portion thereof as has heretofore been dedicated as and for a county road or roads, and

doen hereby waive all claims for compensation for and on account of the establishment of the said state highway.

This conveyance, being of an easement for a state highway across, through and over lands used by the said party of the first part for watershed purposes as a part of the water supply system of the City and County of San Francisco, State of California, is made upon and subject to each and all the following express conditions, to wit;

1. That said party of the second part, its representatives, officers, agents, employees and licensees, shall at no time use or attempt to use the lands subject to said easement, nor said right of way, for any purpose other than that of constructing, removing, repairing and maintaining a state highway thereon.

2. That the said party of the second part shall commence the construction of the said state highway upon the said right of way within two (2) months from the date hereof, and shall prosecute said work with all reasonable diligence to completion, and shall complete the said construction of the said state highway within one and one-half (1½) years from the date hereof, time being of the essence, and that the said state highway shall at all times thereafter be maintained and kept open as a state highway, and shall at no time, except as hereinafter provided, be closed for repairs or renewals or for any other purpose for any period exceeding one (1) year.

3. That the said party of the second part, as soon as the grading of said state highway is completed and before the pavement thereof is placed, shall erect and thereafter at all times maintain permanent fences along both sides of said state highway where it passes through the property of the said party of the first part. The said fences, so to be erected and maintained, shall be not less than six (6) feet in height, and constructed of posts of redwood six (6) inches by six (6) inches square, set in the ground at intervals not exceeding twelve (12) feet, and with seven (7) barbed wire strands strung thereon, nine (9) inches apart, the bottom wire to be six (6) inches above the ground surface, said barbed wire to be dipped in hot asphaltum before being strung upon said fence posts as aforesaid. Said fences shall be constructed along the boundary of or within the said right of way hereinabove described.

4. That wherever possible the said party of the second part shall divert from and to the west of the lands owned by the said party of the first part all storm and drainage water which may be intercepted by the said state highway.

5. That the said party of the second part shall construct and at all times thereafter maintain drainage gutters and culverts along and across the said state highway in a manner which will adequately drain and prevent the washing out of the said state highway, such gutters and culverts to be so constructed as not to unduly concentrate the flow of any storm or drainage water intercepted by the said state highway, and, so far as practicable, so as to divert said intercepted waters directly into the natural watercourses of the watersheds through which the said state highway is located.

6. That the said party of the second part shall so construct and at all times thereafter maintain the said state highway in a manner which shall in no wise damage, injure or interfere with any of the waters, waterworks structures or appliances, or other structures or appliances used or useful in connection with the water supply business of the said party of the first part.

7. That in the event the construction of the said state highway renders it necessary to reconstruct and/or relocate any existing structure or structures of the said party of the first part on its said lands through and over which the said state highway is located, the said party of the second part shall perform all the work necessary for such re-

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construction and/or relocation at such times and in such manner as shall be designated by the Chief Engineer of the said party of the first part, and at the sole cost and expense of the said party of the second part.

8. That all timber cut on or along said right of way hereby conveyed shall belong to the said party of the first part, and the said party of the second part shall cut all such timber into four (4) foot lengths and, if over eight (8) inches in diameter, shall split such timber, and shall remove all timber so cut and split from said right of way to the lands of the said party of the first part adjoining said right of way at the points where such timber may be cut. Said party of the second part shall burn, or remove from the lands of the said party of the first part and dispose of, all tops, lops, brush and refuse so as to leave said right of way and the lands of the party of the first part in as slightly a condition as possible. All burning of tops, lops, brush and refuse shall be done so far as practicable in the winter season, and shall be done on said right of way and in such manner as to prevent the spread of fire to adjoining property. Said party of the second part shall indemnify and save the said party of the first part free and harmless of and from all losses, and liability to or claims of others on account of or in any wise due to or connected with such burning of tops, lops, brush and refuse, or the spread of fire to adjoining property.

9. That nothing herein contained shall, nor shall it be construed to limit, restrict or prohibit in any wise the right of the said party of the first part, its successors and assigns, to construct, alter, repair, improve, enlarge, develop or remove any and/or all waterworks, structures and appliances now or hereafter forming a part of its water supply system situate upon the said lands through and over which the said state highway is located, nor its right to develop and/or improve any of the water supply resources of the watershed or watersheds in which said lands are situate.

10. That the said party of the second part, its representatives, officers, agents, employees and licensees will not at any time commit any act upon the said lands through and over which the said state highway is located which will in any wise tend to contaminate or impair the potability of the waters of the Crystal Springs Reservoirs, and/or any of the streams, the waters of which run into said reservoirs, or either of them, or through the watersheds in which said lands are situate; that no construction camps or housing for men or animals or maintenance yards shall be built or located or established or maintained on the lands of the said party of the first part on the watershed of said reservoirs within one thousand (1000) feet of the edge of the said Crystal Springs Reservoirs, and that the location and area occupied by all such camps and/or maintenance yards on lands of the party of the first part shall be first approved by the Chief Engineer of the said party of the first part; that during the construction, reconstruction, renewal or repair of the said state highway, no livestock employed in such work shall be tied picketed or pastured within three hundred (300) feet of the aforesaid reservoirs or streams; that privies shall be maintained by the said party of the second part at suitable locations during such construction, reconstruction, renewal or repair of the said state highway, and that no privy shall be placed nearer the aforesaid reservoirs or streams than one hundred (100) feet and that said privies shall be so constructed that their contents can be, and said contents shall be, removed by the said party of the second part from the watersheds for disposal; that all the rules and regulations of the San Mateo County and California State Boards of Health, and all ordinances, regulations and laws for the protection of water supplied for domestic and other purposes and all other ordinances, regulations and laws shall be observed by all persons engaged in such construction, re-

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construction, removal and repair of the said state highway; and that the said party of the second part shall maintain at its own sole cost and expense a watchman, or guard, appointed by the California State Board of Health, to observe the sanitary protection of the waters of the aforesaid reservoirs and streams during such construction, reconstruction, removal and repair of the said state highway.

11. That the said party of the second part shall take, or cause to be taken, as soon as the construction of the said state highway shall commence, all steps necessary or proper to have the Board of Supervisors of the County of San Mateo, State of California, forthwith close and forever abandon all county roads to be replaced by the said state highway.

12. That the said party of the second part shall at all times prevent any and all camping, fishing, hunting and/or shooting on or from the said right of way hereby granted or on any part or any portion of them or any of them.

13. The said party of the second part, its representatives, officers, agents, employees, and licensees will not, nor will any of them, prevent, hinder or interfere with the enjoyment by the said party of the first part of the lands through and over which the said right of way are located for any and all purposes and uses not inconsistent with the use thereof by the said party of the second part for the purpose of the said state highway, it being understood and agreed that the said party of the first part shall be entitled freely to construct, maintain, operate, repair and renew thereon, over, under or along the said right of way or any portion thereof any and all flumes, tunnels, pipe lines, conduits, culverts, telegraph and power lines or any other structures of whatsoever nature that it may now or at any time hereafter see fit and shall likewise be entitled to freely construct, maintain, operate, repair and renew roads or streets over and across the said right of way and to connect the same with the said state highway as it may now or hereafter see fit. In the event that the party of the first part shall in such work dig into or otherwise disturb the said state highway, it shall upon the completion of said work restore the said highway to substantially the same condition as before such work was commenced.

14. All work to be done upon the said right of way, and improvements and fencing to be done or made in connection therewith, as hereinabove provided, shall be at the sole expense of the party of the second part, and the party of the second part shall promptly pay for all work performed by or for it or herein provided by it to be performed, and for all materials used or furnished to be used in connection therewith, and shall indemnify and hold harmless the party of the first part against all claims in respect thereto, and against any liability under the Workmen's Compensation, Insurance and Safety Act of the State of California, and all amendments thereof; and the party of the second part shall keep the said highway and every part thereof free and clear of liens in respect to all such work done or materials used or furnished.

15. That the said party of the second part shall indemnify, save and hold the said party of the first part free and harmless of and from all damages and injuries to person, persons or property, and all liability to or claims of others which may in any way result from or out of or in connection with the construction, maintenance, repair or use of said state highway, or which may result by reason of any negligence on the part of the said party of the second part, its officers, agents or employees, or of any contractor engaged in doing work for it, or the officers, agents or employees of any such contractor, or which may result by reason of any breach by the party of the second part, its officers, agents or employees, or of any contractor engaged in doing work for it, or the officers, agents, or employees of any such contractor, of any of the provisions, terms or conditions

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of this indenture.

16. That all easements and rights hereby given are and shall be subject to all prior rights, easements and privileges of whatsoever nature heretofore granted or given or now existing.

17. This indenture and each and all rights, agreements, covenants, terms and conditions herein contained shall bind and shall inure to the benefit of the respective successors and assigns of the parties hereto; provided, that the party of the second part shall not assign this indenture, or assign or convey any of its rights hereunder, without the written consent of the party of the first part first had and obtained.

18. In the event that the party of the second part shall fail or neglect to keep, perform, or observe any conditions hereof, in manner and form as hereinbefore provided, then at the option of the party of the first part, all rights hereby conveyed to the party of the second part shall forthwith cease and determine and revert to the party of the first part, and the waiver of any cause of forfeiture hereunder occurring shall not be or be deemed to be a waiver of any subsequent cause of forfeiture which may occur.

IN WITNESS WHEREOF, the party of the first part by its proper officers thereunto duly authorized, has caused its corporate name to be hereunto subscribed and its corporate seal to be hereto affixed, the day and year first above written.

SPRING VALLEY WATER COMPANY,

By S P Eastman. President

By John E. Behan Secretary

((CORP. SEAL))

Approved as to form
March 6, 1924.

McCutcheon, Olney, Mannon & Greene

Attorneys for Spring Valley Water Company.

STATE OF CALIFORNIA,

City and County of San Francisco. (SS.)

On this 15th. day of March, in the year one thousand nine hundred and twenty-four, before me, O. A. Eggors, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared S. P. EASTMAN and JOHN E. BEHAN, known to me to be the President and Secretary, respectively, of Spring Valley Water Company, the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the same on behalf of the corporation therein named, and they 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.

(SEAL) O. A. Eggors, Notary Public in and for the
City and County of San Francisco, State of California.

RECORDED at Request of Cal. Highway Commission Dec 22 1924 at 2 min. past
2 o'clock, P.M., San Mateo County Records, T. C. Rice, Recorder, By Edna Y. Clayton,
Deputy Recorder. 30020A-D. Compared by *H*

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50¢ Doc. U.S.I.R. Stamp Cancelled f. w

Joso Sousa Monecho, et al

THIS INDENTURE, made the 2nd day of December one thousand nine hundred and twenty-

four

COMPARED - ZARATE

9923
 This is a copy of an original document
 in the Office of the San Mateo
 County Recorder on 12-27-24 under
 Recorder series number 30020A

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

My Commission Expires October 16, 1924

Recorded at request of Geo. H. Rice Abstract Company Nov 10 1923 at 55 min. past 11 o'clock, A.M.
San Mateo County Records, T. C. Rice, Recorder. 12420A - T. Compared by R

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DEED OF RIGHT OF WAY FOR STATE HIGHWAY.

SPRING VALLEY WATER COMPANY

DESCRIPTION CORRECT

to

I. E. Flaa
ENGINEERING DEPT. S.V.W.Co.

STATE OF CALIFORNIA

THIS INDENTURE, made and entered into this 16th day of August, 1922, by and between SPRING VALLEY WATER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, the party of the first part, and the STATE OF CALIFORNIA, the party of the second part,

W I T N E S S E T H:

THAT WHEREAS, the said party of the second part has located and proposes to construct and thereafter at all times to maintain a state highway through and over certain lands situate in the County of San Mateo, State of California, which said state highway as so located extends in part through and over a portion of Buri Buri Rancho, San Mateo Rancho, Pulgas Rancho, Feliz Rancho, and the southeast quarter (SE 1/4) and the southwest quarter (SW 1/4) of Section thirteen (13) Township five (5) South, Range five (5) West, Mount Diablo Base and Meridian, and the proposed right of way for said state highway is in part particularly described as follows, to wit:

A portion of the Buri Buri Rancho, 80 feet wide and 40 feet on each side of a center line commencing at a point in the dividing line between the lands of the grantor and Ansel M. Easton, distant N. 51° E. 367.79 feet from the Western end of a course in the boundary of the land of the grantor described as N. 51° E. 8.85 chains, said point being known as Station "A" 432427.10 P.O.T. of the California Highway Commission Survey, Route 55, San Mateo County, and also known as Station 432450.51 of a survey made for the Spring Valley Water Company et al, thence from said point of commencement S. 37° 37' E., which equals S. 38° 07' E. of said survey made for Spring Valley Water Company et al, 4464.10 feet to a point known as Station "A" 476491.20 P.O.T. of said survey, being in the line common to the lands of the grantors and the Capuchino Land Company, distant N. 0° 15' E. 17.0 feet from the most westerly corner of the land of the aforesaid Capuchino Land Company and being the southerly end of a course in the boundary of the land of the grantor, described as S. 0° 15' W. 6.43 chains; thence continuing on said course of S. 37° 37' E. 537.53 feet; thence curving to the left with a radius of 1900 feet through an angle of 5° 04' for a distance of 168.02 feet; thence S. 42° 41' E. 3561.04 feet, to a point known as Station "A" 519457.79 P.O.T. = "P" 519457.79 P.C. of said survey; thence curving to the right with a radius of 3000 feet through an angle of 2° 26' for a distance of 127.41 feet to a point known as Station "P" 520405.20 P.T. = "A" 520405.23 P.O.T. of said survey; thence S. 40° 15' E. 1777.67 feet to a point known as Station "A" 532463.1 P.O.T. of said survey, being in the line common to the lands of the grantors and the Bayside Company, distant N. 54° 01' E. 28.0 feet from the northwest corner of the land of the Bayside Company; all bearings true; and containing, after deducting those portions owned by the Capuchino Land Company and R. L. Coleman, and that portion used and acknowledged as a County road, an area of 11.10 acres, more or less, and

A portion of San Mateo Rancho, Pulgas Rancho, Feliz Rancho and of Section 13, Township 5 South, Range 5 West, Mount Diablo Base and Meridian, 90 feet wide, 45 feet on each side of a center line commencing at a point in the dividing line between the Buri Buri and San Mateo Ranches, distant thence S. 54° 43' W. 45.05 feet from the northeast corner of the land of the grantor, said point being known as Station S.M. 55-A "M" 654443.74 P.O.T. = S.M. 55-B "M" 0400.0 P.O.T. of the California Highway Commission Survey, Route 55, San Mateo County; thence from said point of commencement parallel to and distant 45 feet westerly from the easterly boundary of the Spring Valley Water Company's property the following two courses and distances: S. 36° 15' E. 5057.87 feet; thence S. 34° 23' E. 657.30 feet to a point known as Station "M" 57415.03 P.O.T. of said survey; from this point the said State Highway shall be bounded as follows: N. 55° 37' E. 45.0 feet; thence curving to the right from a tangent bearing S. 34° 23' E. with a radius of 1050 feet through an angle of 22° 30' for a distance of 412.33 feet; thence S. 11° 53' E. 22.14 feet; thence S. 76° 07' W. 40.0 feet to a point known as Station "M" 61432.86 P.O.T. of said survey; thence continuing on said course of S. 76° 07' W. a further distance of 40.0 feet; thence curving to the left from a tangent bearing N. 11° 53' W. with a radius of 950 feet through an angle of 22° 30' for a distance of 373.06 feet; thence N. 34° 23' W. 26.12 feet; thence N. 55° 37' E. 45.0 feet to

the point heretofore referred to as Station "M" 57415.03 P.O.T.; from the said point known as Station "M" 61432.86 P.O.T., the State Highway shall be 80 feet wide, lying 40 feet on each side of a center line as follows: S. 11° 53' E. 2.00 feet to a point known as Station "M" 61434.86 P.O.T. = "D" 61433.91 P.T. of said survey; thence continuing on said course of S. 11° 53' E. a further distance of 702.30 feet; thence curving to the left with a radius of 1000 feet through an angle of 22° 09' for a distance of 386.59 feet; thence S. 34° 02' E. 2402.27 feet; thence curving to the left with a radius of 2000 feet through an angle of 4° 00' for a distance of 139.62 feet to a point known as Station "D" 97464.69 P.T. = "A" 95478.86 P.O.T. of said survey; thence S. 38° 02' E. 280.26 feet; thence curving to the right with a radius of 2000 feet through an angle of 13° 36' for a distance of 474.73 feet; thence S. 24° 26' E. 1887.80 feet; thence curving to the right with a radius of 1000 feet through an angle of 20° 02' for a distance of 349.65 feet; thence S. 4° 24' E. 152.17 feet to a point known as Station "A" 128423.47 P.O.T. = "E" 128423.47 P.C. of said survey; thence curving to the left with a radius of 1000 feet through an angle of 5° 54' for a distance of 102.97 feet; thence S. 10° 15' E. 48.10 feet; thence curving to the left with a radius of 500 feet through an angle of 25° 07-1/2' for a distance of 218.97 feet; thence S. 35° 23-1/2' E. 507.94 feet to a point known as Station "E" 137401.45 P.O.T. = "P" 137401.45 P.C. of said survey; thence curving to the right with a radius of 300 feet through an angle of 64° 31-1/2' for a distance of 337.83 feet; thence S. 29° 08' W. 54.64 feet; thence curving to the left with a radius of 500 feet through an angle of 19° 54' for a distance of 173.65 feet to a point known as Station "P" 142467.57 P.T. = "E" 142489.30 P.O.T. of said survey; thence S. 9° 14' W. 199.84 feet; thence curving to the left with a radius of 300 feet through an angle of 44° 37' for a distance of 233.61 feet to a point known as Station "E" 147422.75 P.T. = "P" 147422.75 P.O.C. of said survey; thence continuing on said curve with a radius of 300 feet to the right through an angle of 40° 41' a further distance of 213.00 feet; thence S. 76° 04' E. 123.95 feet; thence curving to the right with a radius of 350 feet through an angle of 29° 38' for a distance of 181.02 feet to a point known as Station "P" 152440.72 P.T. = "E" 152456.18 P.O.T. of said survey; thence S. 46° 26' E. 466.86 feet; thence curving to the right with a radius of 350 feet through an angle of 36° 48' for a distance of 224.80 feet; thence S. 9° 38' E. 111.28 feet; thence curving to the left with a radius of 617 feet through an angle of 32° 56' for a distance of 354.65 feet; thence S. 42° 34' E. 83.90 feet; thence curving to the right with a radius of 250 feet through an angle of 23° 34' for a distance of 102.83 feet; thence S. 19° 00' E. 107.65 feet to a point known as Station "E" 167408.15 P.O.T. = "A" 166459.00 P.T. of said survey; thence continuing on said course of S. 19° 00' E. 915.78 feet; thence curving to the left with a radius of 300 feet through an angle of 66° 40' for a distance of 453.79 feet; thence N. 74° 20' E. 92.13 feet; thence curving to the right with a radius of 300 feet through an angle of 52° 34' for a distance of 275.24 feet; thence S. 53° 06' E. 108.97 feet; thence curving to the right with a radius of 300 feet; through an angle of 38° 38-1/2' for a distance of 202.33 feet to a point known as Station "A" 187407.24 P.O.C. = "P" 187407.24 P.T. of said survey; thence S. 14° 27-1/2' E. 977.92 feet to a point known as Station "P" 196485.16 P.C. = "A" 197422.41 P.O.C. of said survey; thence curving to the right with a radius of 250 feet through an angle of 33° 27-1/2' for a distance of 146.00 feet; thence S. 19° 00' W. 67.19 feet; thence curving to the left with a radius of 250 feet through an angle of 39° 00' for a distance of 170.17 feet; thence S. 20° 00' E. 314.83 feet; thence curving to the left with a radius of 300 feet through an angle of 38° 00' for a distance of 198.97 feet; thence S. 58° 00' E. 0.91 feet; thence curving to the right with a radius of 250 feet through an angle of 47° 00' for a distance of 205.03 feet; thence S. 11° 00' E. 27.57 feet; thence curving to the left with a radius of 2300 feet through an angle of 25° 40' for a distance of 1030.33 feet; thence S. 36° 40' E. 1337.76 feet to a point known as Station "A" 232421.22 P.C. = "H" 232421.22 P.O.T. of said survey; thence continuing on said course of S. 36° 40' E. 4.34 feet; thence curving to the right with a radius of 1000 feet through an angle of 60° 10' for a distance of 1399.17 feet to a point known as Station "H" 246424.73 P.T. = "F" 245479.14 P.O.T. of said survey; thence S. 43° 30' W. 460.86 feet to a point known as Station "F" 250440.00 P.O.T. = "R" 250440.00 P.C. of said survey; thence curving to the left with a radius of 1000 feet through an angle of 6° 46' for a distance of 118.10 feet; thence S. 36° 44' W. 200.00 feet; thence curving to the right with a radius of 300 feet through an angle of 64° 28' for a distance of 337.55 feet; thence N. 78° 48' W. 242.17 feet; thence curving to the left with a radius of 400 feet through an angle of 31° 18' for a distance of 218.52 feet to a point known as Station "R" 261456.34 P.T. = "P" 262441.80 P.O.T. of said survey; thence S. 69° 54' W. 240.71 feet; thence curving to the left with a radius of 650 feet through an angle of 56° 32' for a distance of 641.35 feet to a point known as Station "P" 271423.86 P.T. = "A" 271418.39 P.O.T.; thence S. 13° 22' W. 211.86 feet; thence curving to the left with a radius of 1000 feet through an angle of 9° 22' for a distance of 163.48 feet; thence S. 4° 00' W. 387.81 feet to a point known as Station "A" 278481.54 P.C. = "P1" 278481.54 P.O.T.; thence continuing on said course of S. 4° 00' W. 31.53 feet; thence curving to the left with a radius of 1000 feet through an angle of 22° 12' for a distance of 387.46 feet; thence S. 18° 12' E. 545.04 feet to a point known as Station "P1" 288445.57 P.O.T. = "P2" 288445.57 P.C. of said survey; thence curving to the left with a radius of 1000 feet through an angle of 17° 48' for a distance of 310.67 feet; thence S. 36° 00' E. 142.93 feet; thence curving to the right with a radius of 170 feet through an angle of 150° 54' for a distance of 447.73 feet to a point known as Station "P2" 297446.90 P.T. = "T" 297496.71 P.O.T. of said survey; thence N. 65° 06' W. 72.65 feet; thence curving to the left with a

radius of 300 feet through an angle of $31^{\circ} 14' - 1/2''$ for a distance of 163.58 feet; thence S. $83^{\circ} 59' - 1/2''$ W. 390.61 feet to a point known as Station "A" $304+23.55$ P.O. = "A" $304+44.93$ P.O.C. of said survey; thence curving to the left with a radius of 130 feet through an angle of $107^{\circ} 27' - 1/2''$ for a distance of 243.82 feet; thence S. $23^{\circ} 48'$ E. 181.09 feet; thence curving to the right with a radius of 400 feet through an angle of $34^{\circ} 48'$ for a distance of 270.88 feet; thence S. $15^{\circ} 00'$ W. 124.38 feet to a point known as Station "A" $312+65.06$ P.O. = "P1" $312+65.06$ P.O.T. of said survey; thence continuing on said course of S. $15^{\circ} 00'$ W. 10.63 feet; thence curving to the right with a radius of 200 feet through an angle of $38^{\circ} 35'$ for a distance of 134.68 feet; thence S. $53^{\circ} 35'$ W. 244.15 feet; thence curving to the right with a radius of 400 feet through an angle of $10^{\circ} 34'$ for a distance of 73.77 feet; thence S. $64^{\circ} 09'$ W. 260.04 feet; thence curving to the right with a radius of 350 feet through an angle of $30^{\circ} 51'$ for a distance of 188.45 feet; thence N. $85^{\circ} 00'$ W. 73.63 feet; thence curving to the left with a radius of 120 feet through an angle of $78^{\circ} 05'$ for a distance of 163.54 feet to a point known as Station "P1" $324+13.95$ P.T. = "P2" $324+13.95$ P.O.C. of said survey; thence continuing on said curve with a radius of 120 feet through an angle of $2^{\circ} 07'$ for a further distance of 4.43 feet; thence S. $14^{\circ} 48'$ W. 154.24 feet; thence curving to the right with a radius of 200 feet through an angle of $69^{\circ} 17'$ for a distance of 241.64 feet to a point known as Station "P2" $328+14.46$ P.T. = "P" $328+21.11$ P.O.T. of said survey; thence S. $84^{\circ} 05'$ W. 386.10 feet; thence curving to the right with a radius of 350 feet through an angle of $39^{\circ} 21'$ for a distance of 240.38 feet; thence N. $56^{\circ} 34'$ W. 452.43 feet to a point known as Station "P" $339+00.02$ P.C. = "R" $339+00.02$ P.O.T. of said survey; thence continuing on said course of N. $56^{\circ} 34'$ W. a further distance of 4.23 feet; thence curving to the left with a radius of 210 feet through an angle of $137^{\circ} 10'$ for a distance of 502.74 feet to a point known as Station "R" $344+06.99$ P.T. = "A" $344+24.51$ P.O.T. of said survey; thence S. $13^{\circ} 44'$ E. 549.23 feet to a point known as Station "A" $349+73.74$ P.O.T. = "P" $349+73.74$ P.C. of said survey; thence curving to the left with a radius of 400 feet through an angle of $7^{\circ} 55'$ for a distance of 55.26 feet to a point known as Station "P" $350+29.0$ P.O.C. of said survey, being in the line common to the lands of the grantor and Julia J. Morrison, distant N. $62^{\circ} 37'$ E. 105.0 feet from the westerly end of a course in the boundary of the land of the grantor described as S. $62^{\circ} 37'$ W. 199.3 feet; all bearings true; and containing after deducting that portion used and acknowledged as a county road and that portion belonging to the lands of Thomas E. Byrnes, et al, an area of 55.00 acres, more or less.

AND WHEREAS, the part of the said proposed right of way hereinbefore particularly described includes all those portions of said right of way which extend over property of the party of the first part, as well as portions thereof extending over property of other persons,

NOW, THEREFORE, in consideration of the location, construction, and paving of said state highway, the said party of the first part does hereby signify its approval of the location of the said state highway, and consents to the establishment thereof through and over the said lands of the said party of the first part, and hereby gives, conveys, and dedicates to the said party of the second part, subject however, to the conditions herein-after expressed, the right of way for such portion of the said state highway hereinabove described as is situated through and over lands of the party of the first part, excepting such portion thereof as has heretofore been dedicated as and for a county road or roads, and does hereby waive all claims for compensation for and on account of the establishment of the said state highway.

This conveyance, being of an easement for a state highway across, through and over lands used by the said party of the first part for watershed purposes as a part of the water supply system of the City and County of San Francisco, State of California, is made upon and subject to each and all the following express conditions, to wit:

1. That said party of the second part, its representatives, officers, agents, employees, and licensees, shall at no time use or attempt to use the lands subject to said easement, nor said right of way, for any purpose other than that of constructing, renewing, repairing and maintaining a state highway thereon.
2. That the said party of the second part shall commence the construction of the said state highway upon the said right of way within one (1) year from the date hereof, and shall prosecute said work with all reasonable diligence to completion, and shall complete the said construction of the said state highway within four (4) years from the date hereof, time being of the essence, and that the said state highway shall at all times thereafter be maintained and kept open as a state highway, and shall at no time, except as hereinafter

provided, be closed for repairs or renewals or for any other purpose for any period exceeding one (1) year.

3. That the said party of the second part, before opening the said state highway for use, shall erect and thereafter at all times maintain permanent fences along the said state highway between the following points:

The said highway shall be fenced on both sides between California Highway Commission Survey Stations, Route 55, San Mateo County, as follows:

- (1) Between Station "A" 432+27.10 P.O.T.
and "A" 476+91.20 P.O.T.
- (2) Between Station "A" 529+96.4 P.O.T.
and "A" 530+531. P.O.T.
- (3) Between Station "M" 57+15.03 P.O.T.
and "A" 276+89.0 P.O.T.
- (4) Between Station "P" 293+50.0 P.O.T.
and "P" 350+29.0 P.O.C.

The said highway shall be fenced on its westerly side between California Highway Commission Survey Stations, Route 55, San Mateo County, as follows:

- (1) Between Station "A" 476+91.20 P.O.T.
and "A" 529+96.4 P.O.T.
- (2) Between Station S.M. 55A - "M" 654+43.74
P.O.T. = S.M. 55B - "M" 0+00.0 P.O.T.
and Station "M" 57+15.03 P.O.T.
- (3) Between Station "P" 282+20 P.O.C. and
Station "P" 293+50.0 P.O.T.

The said fences, so to be erected and maintained, shall be not less than six (6) feet in height, and constructed of posts, six (6) inches by six (6) inches square, set in the ground at intervals not exceeding twelve (12) feet, and with barbed wire strands strung thereon at intervals not exceeding one (1) foot, said barbed wire to be dipped in hot asphaltum before being strung upon said fence posts as aforesaid. Said fences shall be constructed along the boundary of or within the said right of way hereinabove described.

4. That wherever possible the said party of the second part shall divert from and to the east of the lands owned by the said party of the first part all storm and drainage water which may be intercepted by the said state highway.

5. That the said party of the second part shall construct and at all times thereafter maintain drainage gutters and culverts along and across the said state highway in a manner which will adequately drain and prevent the washing out of the said state highway, such gutters and culverts to be so constructed as not to unduly concentrate the flow of any storm or drainage water intercepted by the said state highway, and, so far as practicable, so as to divert said intercepted waters directly into the natural watercourses of the watersheds through which the said state highway is located.

6. That the said party of the second part shall construct and at all times thereafter maintain the said state highway, at the point where the said state highway is to cross the concrete portion of the Lower Crystal Springs concrete dam, upon a substantial bridge, supported by concrete piers, at an elevation of not less than nine (9) feet above the present top of the parapet wall of said dam, and, in the event that said dam may hereafter be raised by the said party of the first part, then upon a substantial bridge, supported by concrete piers, at an elevation of not less than nine (9) feet above the parapet wall of said dam as it shall exist after said dam shall have been so raised.

7. That the said party of the second part shall remove, at its own sole cost and expenses, to some nearby and suitable location to be designated by the Chief Engineer of the said party of the first part, the reservoir keeper's house which is now situate at the westerly end of the Upper Crystal Springs earth dam.

8. That the said party of the second part shall so construct and at all times thereafter maintain the said state highway in a manner which shall in no wise damage, injure or interfere with any of the waters, water works, structures or appliances or other structures or appliances used or useful in connection with the water supply business of the said party of

the first part (including the existing gate chamber at the upper Crystal Springs earth dam).

9. That, in the event the construction of the said state highway renders it necessary to reconstruct and/or relocate any existing structure or structures of the said party of the first part on its said lands through and over which the said state highway is located, the said party of the second part shall perform all the work necessary for such reconstruction and/or relocation at such times and in such manner as shall be designated by the Chief Engineer of the said party of the first part, and at the sole cost and expense of the said party of the second part.

10. That all timber cut upon or along said rights of way hereby granted shall belong to the said party of the first part and shall be removed by the said party of the second part from the said rights of way to the lands of the said party of the first part adjoining said rights of way at the points where such timber may be cut.

11. That nothing herein contained shall, nor shall it be construed to limit, restrict or prohibit in any wise the right of the said party of the first part, its successors and assigns, to construct, alter, repair, improve, enlarge, develop or remove any and/or all waterworks, structures and appliances now or hereafter forming a part of its water supply system situated upon the said lands through and over which the said state highway is located, nor its right to develop and/or improve any of the water supply resources of the watershed or watersheds in which said lands are situated. That in the event the said party of the first part any time desires to raise the lower Crystal Springs concrete dam, or the Upper Crystal Springs earth dam, or both of them, the said party of the second part shall, upon receiving written notice from the said party of the first part so to do, relocate and reconstruct all such portions of the said state highway as may or will be affected thereby, all at the sole cost and expense of the said party of the second part.

12. That the said party of the second part, its representatives, officers, agents, employees and licensees will not at any time commit any act upon the said lands through and over which the said state highway is located which will in any wise tend to contaminate or impair the potability of the waters of the San Andreas Reservoir, the Crystal Springs Reservoirs, and/or any of the streams, the waters of which run into said reservoirs, or any of them, or through the watersheds in which said lands are situated; that no construction camps or housing for men or animals shall be built or maintained on the lands of the said party of the first part on the watershed of said reservoirs within one thousand (1000) feet of the edge of the said Crystal Springs Reservoirs and San Andreas Reservoir, and that the location and area occupied by all such camps on lands of the party of the first part shall be first approved by the Chief Engineer of the said party of the first part; that during the construction, reconstruction, renewal or repair of the said state highway, no livestock employed in such work shall be tied picketed or pastured within three hundred (300) feet of the aforesaid reservoirs or streams; that privies shall be maintained by the said party of the second part at suitable locations during such construction, reconstruction, renewal or repair of the said state highway, and that no privy shall be placed nearer the aforesaid reservoirs or streams than one hundred (100) feet and that said privies shall be so constructed that their contents can be, and said contents shall be, removed by the said party of the second part from the watersheds for disposal; that all the rules and regulations of the San Mateo County and California State Boards of Health, and all ordinances, regulations and laws for the protection of water supplied for domestic and other purposes and all other ordinances, regulations and laws shall be observed by all persons engaged in such construction, reconstruction, renewal and repair of the said state highway; and that the said party of the second part shall maintain at its own sole cost and expense a watchman, or guard, appointed by the California State Board of Health, to observe the sanitary protection of the waters of

the aforesaid reservoirs and streams during such construction, reconstruction, renewal and repair of the said state highway.

13. That the said party of the second part shall take, or cause to be taken, as soon as the construction of the said state highway shall commence, all steps necessary or proper to have the Board of Supervisors of the County of San Mateo, State of California, forthwith close and forever abandon the county roads to be replaced by the said state highway, which said county roads are as follows:

(a) All that portion of the County Road leading from San Mateo to Halfmoon Bay via Upper Crystal Springs dam, between a point easterly from Station "A" 190+00.0 P.O.T. of California Highway Commission Survey, Route 55, San Mateo County, thence southerly along said road to its intersection with the county road leading from Belmont to Halfmoon Bay; which said county road is more particularly referred to in that certain deed dated May 3, 1887, from Spring Valley Water Works to the County of San Mateo, recorded May 3, 1887, in Book 41 of Deeds at Page 372, San Mateo County records.

(b) Also all that portion of County Road between Station "A" 476+91.20 P.O.T. and Station "A" 520+96.4 P.O.T. that is not covered by the State Highway right of way hereinabove described; which said county road is more particularly referred to in that certain deed dated April 1, 1876, from Spring Valley Water Works to the County of San Mateo, and recorded on April 3, 1876, in Book 26 of Deeds at page 110, San Mateo County records.

(c) Also all that portion of said County Road leading from San Mateo to Halfmoon Bay between the point of intersection of said road with the said Belmont Road to the terminus of right of way at Station "P" 350+29.0 P.O.C. of said Survey that is not covered by the state highway right of way hereinabove described.

(d) Also all that portion of the now unused county road beginning at California Highway Commission Survey, Route 55, San Mateo County, Station "A" 476+91.20 P.O.T., running thence along said road in a northerly direction along the easterly shore of San Andreas Reservoir to the northerly boundary line of the Spring Valley Water Company's so called San Andreas property.

14. That the said party of the second part shall close those portions of the state highway which in the opinion of the said party of the first part it may become necessary to close when the said party of the first part shall at any time wish to raise the lower Crystal Springs concrete dam or the Upper Crystal Springs earth dam, or both of them, while the work of raising such dam or dams shall be in progress.

15. That the said party of the second part shall at all times prevent any and all fishing, hunting and/or shooting on or from the said rights of way hereby granted or on any part or any portion of them or any of them.

16. The said party of the second part, its representatives, officers, agents, employees, and licensees, will not, nor will any of them, prevent, hinder or interfere with the enjoyment by the said party of the first part of the lands through and over which the said rights of way are located for any and all purposes and uses not inconsistent with the use thereof by the said party of the second part for the purpose of the said state highway, it being understood and agreed that the said party of the first part shall be entitled freely to construct, maintain, operate, repair and renew across, over, under or along the said right of way or any portion thereof any and all flumes, pipe lines, conduits, culverts, telegraph and power lines or any other structures of whatsoever nature that it may now or at any time hereafter see fit and shall likewise be entitled to freely construct, maintain, operate, repair and renew roads or streets over and across the said right of way and to connect the same with the said state highway as it may now or hereafter see fit.

In the event that the party of the first part shall in such work dig into or otherwise disturb the said highway, it shall upon the completion of said work restore the said highway to substantially the same condition as before such work was commenced.

17. All work to be done upon the said right of way and improvements and fencing to be done and made in connection therewith as hereinabove provided shall be at the sole expense of the party of the second part, and the party of the second part shall promptly pay for all

work performed by or for it or herein provided by it to be performed, and for all materials used or furnished to be used in connection therewith, and shall indemnify and hold harmless the party of the first part against all claims in respect thereto, and against any liability under the Workmen's Compensation, Insurance and Safety Act of the State of California, and all amendments thereof; and the party of the second part shall keep the said highway and every part thereof free and clear of liens in respect to all such work done or materials used or furnished.

18. This indenture and each and all rights, agreements, covenants, terms and conditions herein contained shall bind and shall inure to the benefit of the respective successors and assigns of the parties hereto; provided, that the party of the second part shall not assign this indenture, or assign or convey any of its rights hereunder, without the written consent of the party of the first part first had and obtained.

19. In the event that the party of the second part shall fail or neglect to keep, perform, or observe any conditions hereof, in manner and form as hereinbefore provided, then at the option of the party of the first part, all rights hereby conveyed to the party of the second part shall forthwith cease and determine and revert to the party of the first part, and the waiver of any cause of forfeiture hereunder occurring shall not be or be deemed to be a waiver of any subsequent cause of forfeiture which may occur.

IN WITNESS WHEREOF, the party of the first part, by its proper officers thereunto duly authorized, has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunder affixed, the day and year first above written.

((CORP. SEAL)) SPRING VALLEY WATER COMPANY,

By S P Eastman.
Vice President

By John E Bohan
Secretary.

STATE OF CALIFORNIA

City and County of San Francisco)SS.

On this 17th day of September in the year one thousand nine hundred and twenty-three, before me, W. H. PYBURN, a Notary Public, in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared S. P. EASTMAN and JOHN E. BEHAN known to me to be the Vice President and Secretary respectively of SPRING VALLEY WATER COMPANY, the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named, and they 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, State of California, the day and year in this Certificate first above written.

((SEAL)) W. H. Pyburn.
NOTARY PUBLIC

In and for the City and County of San Francisco, State of
California

CRYSTAL SPRINGS COUNTRY CLUB, a corporation organized and existing under and by virtue of the laws of the State of California, lessee of a portion of the lands described in the above and foregoing deed, hereby consents to the foregoing deed, and hereby joins therein as a grantor, in so far as its rights or interests are or may be affected thereby.

((CORP. SEAL))
9922

CRYSTAL SPRINGS COUNTRY CLUB,

By Oscar Boldemann president

By C. M. Walker secretary

This is a copy of an original document
in the Office of the San Mateo
County Recorder on 12/13/23 under
Recorder series number 124697

excerpt

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

My Commission Expires October 16, 1924

Recorded at request of Geo. H. Rice Abstract Company Nov 10 1923 at 55 min. past 11 o'clock, A.M.
San Mateo County Records, T. G. Rice, Recorder. 12420A - T. Compared by R

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DEED OF RIGHT OF WAY FOR STATE HIGHWAY.

SPRING VALLEY WATER COMPANY

DESCRIPTION CORRECT

to

I. E. Flaas
ENGINEERING DEPT. S.V.W.Co.

STATE OF CALIFORNIA

THIS INDENTURE, made and entered into this 16th day of August, 1922, by and between SPRING VALLEY WATER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, the party of the first part, and the STATE OF CALIFORNIA, the party of the second part,

W I T N E S S E T H:

THAT WHEREAS, the said party of the second part has located and proposes to construct and thereafter at all times to maintain a state highway through and over certain lands situate in the County of San Mateo, State of California, which said state highway as so located extends in part through and over a portion of Buri Buri Rancho, San Mateo Rancho, Pulgas Rancho, Feliz Rancho, and the southeast quarter (SE 1/4) and the southwest quarter (SW 1/4) of Section thirteen (13) Township five (5) South, Range five (5) West, Mount Diablo Base and Meridian, and the proposed right of way for said state highway is in part particularly described as follows, to wit:

A portion of the Buri Buri Rancho, 80 feet wide and 40 feet on each side of a center line commencing at a point in the dividing line between the lands of the grantor and Ansel M. Easton, distant N. 51° E. 367.79 feet from the Western end of a course in the boundary of the land of the grantor described as N. 51° E. 8.85 chains, said point being known as Station "A" 432427.10 P.O.T. of the California Highway Commission Survey, Route 55, San Mateo County, and also known as Station 432450.51 of a survey made for the Spring Valley Water Company et al, thence from said point of commencement S. 37° 37' E., which equals S. 38° 07' E. of said survey made for Spring Valley Water Company et al, 4464.10 feet to a point known as Station "A" 476491.20 P.O.T. of said survey, being in the line common to the lands of the grantors and the Capuchino Land Company, distant N. 0° 15' E. 17.0 feet from the most westerly corner of the land of the aforesaid Capuchino Land Company and being the southerly end of a course in the boundary of the land of the grantor, described as S. 0° 15' W. 6.43 chains; thence continuing on said course of S. 37° 37' E. 537.53 feet; thence curving to the left with a radius of 1900 feet through an angle of 5° 04' for a distance of 168.02 feet; thence S. 42° 41' E. 3561.04 feet, to a point known as Station "A" 519457.79 P.O.T. of said survey; thence curving to the right with a radius of 3000 feet through an angle of 2° 26' for a distance of 127.41 feet to a point known as Station "P" 520485.20 P.O.T. of said survey; thence S. 40° 15' E. 1777.87 feet to a point known as Station "A" 538663.1 P.O.T. of said survey, being in the line common to the lands of the grantors and the Bayside Company, distant N. 54° 01' E. 28.0 feet from the northwest corner of the land of the Bayside Company; all bearings true; and containing, after deducting those portions owned by the Capuchino Land Company and R. L. Coleman, and that portion used and acknowledged as a County road, an area of 11.10 acres, more or less, and

A portion of San Mateo Rancho, Pulgas Rancho, Feliz Rancho and of Section 13, Township 5 South, Range 5 West, Mount Diablo Base and Meridian, 90 feet wide, 45 feet on each side of a center line commencing at a point in the dividing line between the Buri Buri and San Mateo Ranchos, distant thereon S. 54° 43' W. 45.05 feet from the northeast corner of the land of the grantor, said point being known as Station S.M. 55-A "M" 654443.74 P.O.T. of S.M. 55-B "M" 0400.0 P.O.T. of the California Highway Commission Survey, Route 55, San Mateo County; thence from said point of commencement parallel to and distant 45 feet westerly from the easterly boundary of the Spring Valley Water Company's property the following two courses and distances: S. 35° 15' E. 5057.87 feet; thence S. 34° 23' E. 657.30 feet to a point known as Station "M" 57415.03 P.O.T. of said survey; from this point the said State Highway shall be bounded as follows: N. 55° 37' E. 45.0 feet; thence curving to the right from a tangent bearing S. 34° 23' E. with a radius of 1050 feet through an angle of 22° 30' for a distance of 412.33 feet; thence S. 11° 53' E. 22.14 feet; thence S. 78° 07' W. 40.0 feet to a point known as Station "M" 61432.86 P.O.T. of said survey; thence continuing on said course of S. 78° 07' W. a further distance of 40.0 feet; thence curving to the left from a tangent bearing N. 11° 53' W. with a radius of 950 feet through an angle of 22° 30' for a distance of 373.06 feet; thence N. 34° 23' W. 28.12 feet; thence N. 55° 37' E. 45.0 feet to

the point hereafter referred to as Station "M" 97415.03 P.O.T.; from the said point known as Station "M" 61438.86 P.O.T., the State Highway shall be 60 feet wide, lying 40 feet on each side of a center line as follows: S. 11° 53' E. 2.00 feet to a point known as Station "M" 61434.86 P.O.T. = "D" 61433.91 P.O.T. of said survey; thence continuing on said course of S. 11° 53' E. a further distance of 702.30 feet; thence curving to the left with a radius of 1000 feet through an angle of 22° 09' for a distance of 365.59 feet; thence S. 34° 02' E. 2402.27 feet; thence curving to the left with a radius of 2000 feet through an angle of 4° 00' for a distance of 139.62 feet to a point known as Station "D" 97464.69 P.O.T. = "A" 95476.86 P.O.T. of said survey; thence S. 38° 02' E. 280.26 feet; thence curving to the right with a radius of 2000 feet through an angle of 13° 36' for a distance of 474.73 feet; thence S. 24° 26' E. 1887.80 feet; thence curving to the right with a radius of 1000 feet through an angle of 20° 02' for a distance of 349.65 feet; thence S. 4° 24' E. 152.17 feet to a point known as Station "A" 126423.47 P.O.T. = "E" 126423.47 P.C. of said survey; thence curving to the left with a radius of 1000 feet through an angle of 5° 54' for a distance of 102.97 feet; thence S. 10° 18' E. 48.10 feet; thence curving to the left with a radius of 500 feet through an angle of 25° 05'-1/2' for a distance of 218.97 feet; thence S. 35° 23'-1/2' E. 507.94 feet to a point known as Station "E" 137401.45 P.O.T. = "P" 137401.45 P.C. of said survey; thence curving to the right with a radius of 300 feet through an angle of 64° 31'-1/2' for a distance of 337.53 feet; thence S. 29° 08' W. 54.64 feet; thence curving to the left with a radius of 500 feet through an angle of 19° 54' for a distance of 173.65 feet to a point known as Station "P" 142467.57 P.O.T. = "E" 142469.30 P.O.T. of said survey; thence S. 9° 14' W. 199.84 feet; thence curving to the left with a radius of 300 feet through an angle of 44° 37' for a distance of 233.61 feet to a point known as Station "E" 147422.75 P.O.T. = "P" 147422.75 P.O.C. of said survey; thence continuing on said curve with a radius of 300 feet to the right through an angle of 40° 41' a further distance of 213.00 feet; thence S. 76° 04' E. 123.95 feet; thence curving to the right with a radius of 350 feet through an angle of 29° 38' for a distance of 181.02 feet to a point known as Station "P" 152440.72 P.O.T. = "E" 152456.18 P.O.T. of said survey; thence S. 46° 26' E. 466.86 feet; thence curving to the right with a radius of 350 feet through an angle of 36° 48' for a distance of 224.80 feet; thence S. 9° 38' E. 111.28 feet; thence curving to the left with a radius of 617 feet through an angle of 32° 56' for a distance of 354.65 feet; thence S. 42° 34' E. 83.90 feet; thence curving to the right with a radius of 250 feet through an angle of 23° 34' for a distance of 102.83 feet; thence S. 19° 00' E. 107.65 feet to a point known as Station "E" 167408.15 P.O.T. = "A" 166459.00 P.O.T. of said survey; thence continuing on said course of S. 19° 00' E. 915.78 feet; thence curving to the left with a radius of 300 feet through an angle of 86° 40' for a distance of 453.79 feet; thence N. 74° 20' E. 92.13 feet; thence curving to the right with a radius of 300 feet through an angle of 52° 34' for a distance of 275.24 feet; thence S. 53° 05' E. 108.97 feet; thence curving to the right with a radius of 300 feet; through an angle of 38° 38'-1/2' for a distance of 202.33 feet to a point known as Station "A" 187407.24 P.O.C. = "P" 187407.24 P.O.T. of said survey; thence S. 14° 27'-1/2' E. 977.92 feet to a point known as Station "P" 196485.16 P.C. = "A" 197422.41 P.O.C. of said survey; thence curving to the right with a radius of 250 feet through an angle of 33° 27'-1/2' for a distance of 146.00 feet; thence S. 19° 00' W. 67.19 feet; thence curving to the left with a radius of 250 feet through an angle of 39° 00' for a distance of 170.17 feet; thence S. 20° 00' E. 314.83 feet; thence curving to the left with a radius of 300 feet through an angle of 38° 00' for a distance of 198.97 feet; thence S. 58° 00' E. 0.91 feet; thence curving to the right with a radius of 250 feet through an angle of 47° 00' for a distance of 205.08 feet; thence S. 11° 00' E. 27.57 feet; thence curving to the left with a radius of 2300 feet through an angle of 25° 40' for a distance of 1030.33 feet; thence S. 36° 40' E. 1337.76 feet to a point known as Station "A" 232421.22 P.C. = "H" 232421.22 P.O.T. of said survey; thence continuing on said course of S. 36° 40' E. 4.34 feet; thence curving to the right with a radius of 1000 feet through an angle of 60° 10' for a distance of 1399.17 feet to a point known as Station "H" 246424.73 P.O.T. = "F" 245479.14 P.O.T. of said survey; thence S. 43° 30' W. 460.86 feet to a point known as Station "F" 250440.00 P.O.T. = "R" 250440.00 P.C. of said survey; thence curving to the left with a radius of 1000 feet through an angle of 6° 46' for a distance of 118.10 feet; thence S. 36° 44' W. 200.00 feet; thence curving to the right with a radius of 300 feet through an angle of 64° 28' for a distance of 337.55 feet; thence N. 78° 48' W. 242.17 feet; thence curving to the left with a radius of 400 feet through an angle of 31° 18' for a distance of 218.52 feet to a point known as Station "R" 261456.34 P.O.T. = "P" 262441.80 P.O.T. of said survey; thence S. 69° 54' W. 240.71 feet; thence curving to the left with a radius of 650 feet through an angle of 56° 32' for a distance of 641.35 feet to a point known as Station "P" 271423.86 P.O.T. = "A" 271418.39 P.O.T.; thence S. 13° 22' W. 211.86 feet; thence curving to the left with a radius of 1000 feet through an angle of 9° 22' for a distance of 163.48 feet; thence S. 4° 00' W. 387.81 feet to a point known as Station "A" 278481.54 P.C. = "P1" 278481.54 P.O.T.; thence continuing on said course of S. 4° 00' W. 31.53 feet; thence curving to the left with a radius of 1000 feet through an angle of 22° 12' for a distance of 387.46 feet; thence S. 18° 12' E. 545.04 feet to a point known as Station "P1" 288445.57 P.O.T. = "P2" 288445.57 P.C. of said survey; thence curving to the left with a radius of 1000 feet through an angle of 17° 48' for a distance of 310.67 feet; thence S. 36° 00' E. 142.93 feet; thence curving to the right with a radius of 170 feet through an angle of 150° 54' for a distance of 447.73 feet to a point known as Station "P2" 297446.90 P.O.T. = "P" 297496.71 P.O.T. of said survey; thence N. 65° 06' W. 72.65 feet; thence curving to the left with a

radius of 300 feet through an angle of $72^{\circ} 14' 2''$ for a distance of 163.93 feet; thence S. $87^{\circ} 09' 1/2''$ W. 390.61 feet to a point known as Station "A" 304-23.55 P.O. of said survey; thence curving to the left with a radius of 130 feet through an angle of $107^{\circ} 27' 1/2''$ for a distance of 243.02 feet; thence S. $83^{\circ} 48' E.$ 181.09 feet; thence curving to the right with a radius of 400 feet through an angle of $38^{\circ} 48'$ for a distance of 270.88 feet; thence S. $15^{\circ} 00' W.$ 124.38 feet to a point known as Station "A" 312-65.06 P.O. of said survey; thence continuing on said course of S. $15^{\circ} 00' W.$ 10.63 feet; thence curving to the right with a radius of 200 feet through an angle of $38^{\circ} 35'$ for a distance of 134.68 feet; thence S. $53^{\circ} 35' W.$ 244.15 feet; thence curving to the right with a radius of 400 feet through an angle of $10^{\circ} 34'$ for a distance of 73.77 feet; thence S. $64^{\circ} 09' W.$ 260.04 feet; thence curving to the right with a radius of 350 feet through an angle of $30^{\circ} 51'$ for a distance of 188.45 feet; thence N. $85^{\circ} 00' W.$ 73.63 feet; thence curving to the left with a radius of 120 feet through an angle of $78^{\circ} 05'$ for a distance of 163.54 feet to a point known as Station "P1" 324-13.95 P.T. = "P2" 324-13.95 P.O.C. of said survey; thence continuing on said curve with a radius of 120 feet through an angle of $2^{\circ} 07'$ for a further distance of 4.43 feet; thence S. $14^{\circ} 48' W.$ 154.24 feet; thence curving to the right with a radius of 200 feet through an angle of $69^{\circ} 17'$ for a distance of 241.84 feet to a point known as Station "P2" 328-14.46 P.T. = "P3" 328-21.11 P.O.T. of said survey; thence S. $84^{\circ} 05' W.$ 386.10 feet; thence curving to the right with a radius of 350 feet through an angle of $39^{\circ} 21'$ for a distance of 240.38 feet; thence N. $56^{\circ} 34' W.$ 452.43 feet to a point known as Station "P" 339-00.02 P.C. = "R" 339-00.02 P.O.T. of said survey; thence continuing on said course of N. $56^{\circ} 34' W.$ a further distance of 4.23 feet; thence curving to the left with a radius of 210 feet through an angle of $137^{\circ} 10'$ for a distance of 502.74 feet to a point known as Station "P" 344-06.99 P.T. = "A" 344-24.51 P.O.T. of said survey; thence S. $13^{\circ} 44' E.$ 549.23 feet to a point known as Station "A" 349-73.74 P.O.T. = "P" 349-73.74 P.C. of said survey; thence curving to the left with a radius of 400 feet through an angle of $7^{\circ} 55'$ for a distance of 55.26 feet to a point known as Station "P" 350-29.0 P.O.C. of said survey, being in the line common to the lands of the grantor and Julia J. Morrison, distant N. $62^{\circ} 37' E.$ 105.0 feet from the westerly end of a course in the boundary of the land of the grantor described as S. $62^{\circ} 37' W.$ 199.3 feet; all bearings true; and containing after deducting that portion used and acknowledged as a county road and that portion belonging to the lands of Thomas E. Byrnes, et al, an area of 55.00 acres, more or less.

AND WHEREAS, the part of the said proposed right of way hereinbefore particularly described includes all those portions of said right of way which extend over property of the party of the first part, as well as portions thereof extending over property of other persons,

NOW, THEREFORE, in consideration of the location, construction, and paving of said state highway, the said party of the first part does hereby signify its approval of the location of the said state highway, and consents to the establishment thereof through and over the said lands of the said party of the first part, and hereby gives, conveys, and dedicates to the said party of the second part, subject however, to the conditions hereinafter expressed, the right of way for such portion of the said state highway hereinabove described as is situated through and over lands of the party of the first part, excepting such portion thereof as has heretofore been dedicated as and for a county road or roads, and does hereby waive all claims for compensation for and on account of the establishment of the said state highway.

This conveyance, being of an easement for a state highway across, through and over lands used by the said party of the first part for watershed purposes as a part of the water supply system of the City and County of San Francisco, State of California, is made upon and subject to each and all the following express conditions, to wit:

1. That said party of the second part, its representatives, officers, agents, employees, and licensees, shall at no time use or attempt to use the lands subject to said easement, nor said right of way, for any purpose other than that of constructing, renewing, repairing and maintaining a state highway thereon.
2. That the said party of the second part shall commence the construction of the said state highway upon the said right of way within one (1) year from the date hereof, and shall prosecute said work with all reasonable diligence to completion, and shall complete the said construction of the said state highway within four (4) years from the date hereof, time being of the essence, and that the said state highway shall at all times thereafter be maintained and kept open as a state highway, and shall at no time, except as hereinafter

provided, be closed for repairs or removals or for any other purpose for any period exceeding one (1) year.

3. That the said party of the second part, before opening the said state highway for use, shall erect and thereafter at all times maintain permanent fences along the said state highway between the following points:

The said highway shall be fenced on both sides between California Highway Commission Survey Stations, Route 55, San Mateo County, as follows:

- (1) Between Station \square A 432+27.10 P.O.T.
and \square A 476+91.20 P.O.T.
- (2) Between Station \square A 529+96.4 P.O.T.
and \square A 570+631. P.O.T.
- (3) Between Station \square M 570+15.03 P.O.T.
and \square A 276+59.0 P.O.T.
- (4) Between Station \square P 293+50.0 P.O.T.
and \square P 350+29.0 P.O.C.

The said highway shall be fenced on its westerly side between California Highway Commission Survey Stations, Route 55, San Mateo County, as follows:

- (1) Between Station \square A 476+91.20 P.O.T.
and \square A 529+96.4 P.O.T.
- (2) Between Station S.M. 55A - \square M 654+43.74
P.O.T. = S.M. 55B - \square M 0+00.0 P.O.T.
and Station \square M 570+15.03 P.O.T.
- (3) Between Station \square P 252+20 P.O.C. and
Station \square P 293+50.0 P.O.T.

The said fences, so to be erected and maintained, shall be not less than six (6) feet in height, and constructed of posts of redwood six (6) inches by six (6) inches square, set in the ground at intervals not exceeding twelve (12) feet, and with barbed wire strands strung thereon at intervals not exceeding one (1) foot, said barbed wire to be dipped in hot asphaltum before being strung upon said fence posts as aforesaid. Said fences shall be constructed along the boundary of or within the said right of way hereinabove described.

4. That wherever possible the said party of the second part shall divert from and to the east of the lands owned by the said party of the first part all storm and drainage water which may be intercepted by the said state highway.

5. That the said party of the second part shall construct and at all times thereafter maintain drainage gutters and culverts along and across the said state highway in a manner which will adequately drain and prevent the washing out of the said state highway, such gutters and culverts to be so constructed as not to unduly concentrate the flow of any storm or drainage water intercepted by the said state highway, and, so far as practicable, so as to divert said intercepted waters directly into the natural watercourses of the watershed through which the said state highway is located.

6. That the said party of the second part shall construct and at all times thereafter maintain the said state highway, at the point where the said state highway is to cross the concrete portion of the Lower Crystal Springs concrete dam, upon a substantial bridge, supported by concrete piers, at an elevation of not less than nine (9) feet above the present top of the parapet wall of said dam, and, in the event that said dam may hereafter be raised by the said party of the first part, then upon a substantial bridge, supported by concrete piers, at an elevation of not less than nine (9) feet above the parapet wall of said dam as it shall exist after said dam shall have been so raised.

7. That the said party of the second part shall remove, at its own sole cost and expenses, to some nearby and suitable location to be designated by the Chief Engineer of the said party of the first part, the reservoir keeper's house which is now situated at the westerly end of the Upper Crystal Springs earth dam.

8. That the said party of the second part shall so construct and at all times thereafter maintain the said state highway in a manner which shall in no wise damage, injure or interfere with any of the waters, water works, structures or appliances or other structures or appliances used or useful in connection with the water supply business of the said party of

the first part (including the existing gate chamber at the upper Crystal Springs earth dam).

9. That, in the event the construction of the said state highway renders it necessary to reconstruct and/or relocate any existing structure or structures of the said party of the first part on its said lands through and over which the said state highway is located, the said party of the second part shall perform all the work necessary for such reconstruction and/or relocation at such times and in such manner as shall be designated by the Chief Engineer of the said party of the first part, and at the sole cost and expense of the said party of the second part.

10. That all timber cut upon or along said rights of way hereby granted shall belong to the said party of the first part and shall be removed by the said party of the second part from the said rights of way to the lands of the said party of the first part adjoining said rights of way at the points where such timber may be cut.

11. That nothing herein contained shall, nor shall it be construed to limit, restrict or prohibit in any wise the right of the said party of the first part, its successors and assigns, to construct, alter, repair, improve, enlarge, develop or remove any and/or all waterworks, structures and appliances now or hereafter forming a part of its water supply system situated upon the said lands through and over which the said state highway is located, nor its right to develop and/or improve any of the water supply resources of the watershed or watersheds in which said lands are situated. That in the event the said party of the first part any time desires to raise the lower Crystal Springs concrete dam, or the Upper Crystal Springs earth dam, or both of them, the said party of the second part shall, upon receiving written notice from the said party of the first part so to do, relocate and reconstruct all such portions of the said state highway as may or will be affected thereby, all at the sole cost and expense of the said party of the second part.

12. That the said party of the second part, its representatives, officers, agents, employees and licensees will not at any time commit any act upon the said lands through and over which the said state highway is located which will in any wise tend to contaminate or impair the potability of the waters of the San Andreas Reservoir, the Crystal Springs Reservoirs, and/or any of the streams, the waters of which run into said reservoirs, or any of them, or through the watersheds in which said lands are situated; that no construction camps or housing for men or animals shall be built or maintained on the lands of the said party of the first part on the watershed of said reservoirs within one thousand (1000) feet of the edge of the said Crystal Springs Reservoirs and San Andreas Reservoir, and that the location and area occupied by all such camps on lands of the party of the first part shall be first approved by the Chief Engineer of the said party of the first part; that during the construction, reconstruction, renewal or repair of the said state highway, no livestock employed in such work shall be tied picketed or pastured within three hundred (300) feet of the aforesaid reservoirs or streams; that privies shall be maintained by the said party of the second part at suitable locations during such construction, reconstruction, renewal or repair of the said state highway, and that no privy shall be placed nearer the aforesaid reservoirs or streams than one hundred (100) feet and that said privies shall be so constructed that their contents can be, and said contents shall be, removed by the said party of the second part from the watersheds for disposal; that all the rules and regulations of the San Mateo County and California State Boards of Health, and all ordinances, regulations and laws for the protection of water supplied for domestic and other purposes and all other ordinances, regulations and laws shall be observed by all persons engaged in such construction, reconstruction, renewal and repair of the said state highway; and that the said party of the second part shall maintain at its own sole cost and expense a watchman, or guard, appointed by the California State Board of Health, to observe the sanitary protection of the waters of

the aforesaid reservoir and stream during such construction, reconstruction, renewal and repair of the said state highway.

13. That the said party of the second part shall take, or cause to be taken, as soon as the construction of the said state highway shall commence, all steps necessary or proper to have the Board of Supervisors of the County of San Mateo, State of California, forthwith close and forever abandon the county roads to be replaced by the said state highway, which said county roads are as follows:

(a) All that portion of the County Road leading from San Mateo to Halfmoon Bay via Upper Crystal Springs dam, between a point easterly from Station "A" 190+00.0 P.O.T. of California Highway Commission Survey, Route 55, San Mateo County, thence southerly along said road to its intersection with the county road leading from Belmont to Halfmoon Bay; which said county road is more particularly referred to in that certain deed dated May 3, 1887, from Spring Valley Water Works to the County of San Mateo, recorded May 3, 1887, in Book 41 of Deeds at Page 372, San Mateo County records.

(b) Also all that portion of County Road between Station "A" 476+91.20 P.O.T. and Station "A" 520+96.4 P.O.T. that is not covered by the State Highway right of way hereinabove described; which said county road is more particularly referred to in that certain deed dated April 1, 1876, from Spring Valley Water Works to the County of San Mateo, and recorded on April 3, 1876, in Book 26 of Deeds at page 110, San Mateo County records.

(c) Also all that portion of said County Road leading from San Mateo to Halfmoon Bay between the point of intersection of said road with the said Belmont Road to the terminus of right of way at Station "A" 350+29.0 P.O.C. of said Survey that is not covered by the state highway right of way hereinabove described.

(d) Also all that portion of the now unused county road beginning at California Highway Commission Survey, Route 55, San Mateo County, Station "A" 476+91.20 P.O.T., running thence along said road in a northerly direction along the easterly shore of San Andreas Reservoir to the northerly boundary line of the Spring Valley Water Company's so called San Andreas property.

14. That the said party of the second part shall close those portions of the state highway which in the opinion of the said party of the first part it may become necessary to close when the said party of the first part shall at any time wish to raise the lower Crystal Springs concrete dam or the Upper Crystal Springs earth dam, or both of them, while the work of raising such dam or dams shall be in progress.

15. That the said party of the second part shall at all times prevent any and all fishing, hunting and/or shooting on or from the said rights of way hereby granted or on any part or any portion of them or any of them.

16. The said party of the second part, its representatives, officers, agents, employees, and licensees, will not, nor will any of them, prevent, hinder or interfere with the enjoyment by the said party of the first part of the lands through and over which the said rights of way are located for any and all purposes and uses not inconsistent with the use thereof by the said party of the second part for the purpose of the said state highway, it being understood and agreed that the said party of the first part shall be entitled freely to construct, maintain, operate, repair and renew across, over, under or along the said right of way or any portion thereof any and all flumes, pipe lines, conduits, culverts, telegraph and power lines or any other structures of whatsoever nature that it may now or at any time hereafter see fit and shall likewise be entitled to freely construct, maintain, operate, repair and renew roads or streets over and across the said right of way and to connect the same with the said state highway as it may now or hereafter see fit.

In the event that the party of the first part shall in such work dig into or otherwise disturb the said highway, it shall upon the completion of said work restore the said highway to substantially the same condition as before such work was commenced.

17. All work to be done upon the said right of way and improvements and fencing to be done and made in connection therewith as hereinabove provided shall be at the sole expense of the party of the second part, and the party of the second part shall promptly pay for all

work performed by or for it or herein provided by it to be performed, and for all materials used or furnished to be used in connection therewith, and shall indemnify and hold harmless the party of the first part against all claims in respect thereto, and against any liability under the Workmen's Compensation, Insurance and Safety Act of the State of California, and all amendments thereof; and the party of the second part shall keep the said highway and every part thereof free and clear of liens in respect to all such work done or materials used or furnished.

18. This indenture and each and all rights, agreements, covenants, terms and conditions herein contained shall bind and shall inure to the benefit of the respective successors and assigns of the parties hereto; provided, that the party of the second part shall not assign this indenture, or assign or convey any of its rights hereunder, without the written consent of the party of the first part first had and obtained.

19. In the event that the party of the second part shall fail or neglect to keep, perform, or observe any conditions hereof, in manner and form as hereinbefore provided, then at the option of the party of the first part, all rights hereby conveyed to the party of the second part shall forthwith cease and determine and revert to the party of the first part, and the waiver of any cause of forfeiture hereunder occurring shall not be or be deemed to be a waiver of any subsequent cause of forfeiture which may occur.

IN WITNESS WHEREOF, the party of the first part, by its proper officers therunto duly authorized, has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunder affixed, the day and year first above written.

((CORP. SEAL)) SPRING VALLEY WATER COMPANY,

By S P Eastman.
Vice President

By John E Behan
Secretary.

STATE OF CALIFORNIA

City and County of San Francisco)SS.

On this 17th day of September in the year one thousand nine hundred and twenty-three, before me, W. H. PYBURN, a Notary Public, in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared S. P. EASTMAN and JOHN E. BEHAN known to me to be the Vice President and Secretary respectively of SPRING VALLEY WATER COMPANY, the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named, and they 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, State of California, the day and year in this Certificate first above written.

((SEAL)) W. H. Pyburn.
NOTARY PUBLIC

In and for the City and County of San Francisco, State of
California

CRYSTAL SPRINGS COUNTRY CLUB, a corporation organized and existing under and by virtue of the laws of the State of California, lessee of a portion of the lands described in the above and foregoing deed, hereby consents to the foregoing deed, and hereby joins therein as a grantor, in so far as its rights or interests are or may be affected thereby.

((CORP. SEAL))
9922

CRYSTAL SPRINGS COUNTRY CLUB,
By Oscar Boldemann president
By C. H. Walker secretary

excerpt

This is a copy of an original document
recorded in the Office of the San Mateo
County Recorder on Nov 13 1923 under
Recorder series number 124697

tribution it was duly found that the inheritance tax from Louise Haag upon her distribution share of the estate of said deceased, inclusive of the property above described, as set forth in the report of said Inheritance Tax Appraiser was and is \$272.38 and that interest thereon was reduced to seven per cent per annum as provided by law and further found and decreed that the whole of said tax was paid on December 14, 1931.

That neither the defendants nor either of them have any interest or estate whatever in and to said land and premises, the inheritance tax thereon having been duly paid, and that there is no further inheritance tax chargeable upon said property or which constitutes a lien thereon, and also that the said defendants and each of them be forever debarred from asserting any claim whatever in and to said land and premises adverse to plaintiff by reason thereof.

No costs shall be chargeable against the defendants herein.
DONE in Open Court this 28th day of November, 1934.

County Clerk Judgment Dept. P. No. 23 Walter Perry Johnson Judge
STATE OF CALIFORNIA City and County of San Francisco) ss. I, H. I. Malerevy County Clerk
of the City and County of San Francisco, State of California, and ex-officio Clerk of the Superior Court, in and for said City and County.

HEREBY CERTIFY, the foregoing to be a full, true and correct Copy of the Original Judgment, in the above entitled cause, filed in my office on the 28 day of November A. D. 1934.

ATTEST my hand and Seal of said Court this 28 day of NOVEMBER A. D. 1934.
(SEAL SUPERIOR COURT CITY & COUNTY OF) H. I. Malerevy Clerk
(SAN FRANCISCO, CAL.) By J M Cummins: Deputy Clerk

Recorded at request of Attorney at 19 min. past 4 P.M. Nov. 28 1934 2712 Official Records, p. 440
City and County of San Francisco, California. Edmond Godchaux Recorder JESSE LIVINGSTONE
COMPARED - ISCH COMPARED - MORRIS

Recorded at request of Kirkbride, Wilson & Brooks Dec 13 1934 at 25 min. past 10 A.M. San Mateo County Records. T. C. Rice, Recorder By Edith E. Letts, Deputy Recorder 52360 E. Miller, Copyist Compared and corrections OK Copyist's Note: in above same as original. Also part.

This instrument, made the 9th day of November one thousand nine hundred and thirty-four BETWEEN John Blomquist of the City and County of San Francisco State of California the party of the first part, and Anna J Blomquist his wife of the same place, the party of the second part, WITNESSETH: That the party of the first part, for and in consideration of the love and affection which he has for the party of the second part, does by these presents give and grant unto the party of the second part, and to her heirs and assigns forever, all that certain lot, piece, or parcel of land situate in the City of Burlingame County of San Mateo, State of California, and bounded and described as follows, to-wit:

Lot Nineteen (19) in Block Seventeen (17) as designated on the map entitled "Map of Burlingame Grove San Mateo Co. Cal.", (Being part of Vera Duff Rancho), which map was filed in the office of the Recorder of the County of San Mateo, State of California, on July 18, 1906, in Volume "B" of Maps, at page 20, and a copy thereof entered in Volume 4 of Maps at page 48 TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the party of the second part, and to her heirs and assigns forever.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand the day and year first above written.

SIGNED AND DELIVERED IN THE PRESENCE OF John Blomquist
Lillian M. Brennan Frank Brennan

STATE OF CALIFORNIA, City and County of San Francisco:) ss. On this 15th day of November in the year one thousand nine hundred and thirty-four before me, F. E. Webb, a Notary Public in and for the City and County of San Francisco, personally appeared John Blomquist known to me to be the person whose name is subscribed to the within instrument, and he duly 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 the City and County of San Francisco, the day and year in this certificate first above written.

(SEAL F. E. WEBB NOTARY PUBLIC) F. E. Webb Notary Public in and for the
(My commission expires) City and County of San Francisco, State of California.
Feb. 26, 1935) 2877 Mission Street. Phone Mission 2542.

Recorded at request of G. Backman Dec 13 1934 at 2 min. past 9 A.M. San Mateo County Records
T. C. Rice, Recorder By Edith E. Letts, Deputy Recorder 52360 E. Miller, Copyist. Compared and corrections OK

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, hereinafter called City, pursuant to the provisions of Ordinance No. 15,054SS, Bill No. 622, approved November 8, 1934, hereby grants to the State of California, hereinafter called State, a right of way easement for the construction, maintenance and use of a State Highway over certain portions of the west half of the southwest quarter of Section 15, T. 3 S., R. 5 W., S. 3. S. & N., San Mateo County, California, more particularly described as follows, to-wit:

PARCEL 1: COMMENCING at a point on the northeasterly line of the State Highway designated as Road IV, San Mateo County, Route 58, Section 8, also known as Skyline Boulevard, distant N. 6° 17' W. 40.0 feet from Station "K" 340 + 40.00 P.O.C. on the center line of the survey for said highway, said point also being distant S. 54° 04' 20" E. 541.5 feet from a 4" x 4" post marking the west quarter corner of said Section 15; thence along said northeasterly line of the highway from a tangent that bears S. 20° 45' W., along a curve to the right, with a radius of 255 feet, through an angle of 30° 44', a distance of 178.27 feet; thence S. 20° 34' E. 200.00 feet; thence leaving said northeasterly line of the highway, S. 20° 14' E. 78.0 feet to a point on a line parallel to and 115 feet northeasterly, at right

angles, from the center line of said survey; thence along said parallel line N. 56° 34' W. 456.66 feet; thence S. 83° 43' W. 207.67 feet to the point of commencement.

PARCEL 2: COMMENCING at a point on the southwesterly line of said State Highway, distant S. 33° 26' W. 40.0 feet from Station "R" 359 + 04.25 B.C. on the center line of said survey, said point also being distant S. 54° 36' 10" E. 801.7 feet from a 4" x 4" post marking the west quarter corner of said section 13; thence along said southwesterly line of the highway S. 56° 34' E. 456.66 feet; thence leaving said southwesterly line of the highway S. 10.0 feet to a point in a line parallel to and 50 feet southwesterly, at right angles, from the center line of said survey; thence along said parallel line N. 56° 34' W. 152.41 feet; thence S. 86° 34' W. 241.68 feet; thence tangent to the last named course, along a curve to the left with a radius of 225 feet, through an angle of 84° 11' 40", a distance of 330.63 feet to the easterly line of said highway; thence along said easterly and southerly line of the highway, N. 13° 44' W. 230.08 feet; thence tangent to the last named course, along a curve to the right, with a radius of 170 feet, through an angle of 137° 10', a distance of 406.98 feet to the point of commencement.

PARCEL 3: COMMENCING at the intersection of the westerly line of said State Highway with the property line common to the lands of the Grantor and Julia J. Morrison, distant, along said property line S. 82° 56' 30" W. 117.60 feet from the most northerly corner of that certain 2.25 acre tract conveyed to Spring Valley Water Company by Julia J. Morrison by deed dated April 12, 1926 and recorded May 10, 1926 in Volume 232 of Official Records, page 120, San Mateo County Records; the said intersection also being distant S. 62° 56' 30" W. 41.06 feet from Station "A" 349 + 70.42 P.O.T. on the center line of said survey; thence along said property line S. 62° 56' 30" W. 46.95 feet; thence N. 37° 54' 30" W. 303.0 feet to a point in the property line common to the lands of the Grantor and Julia J. Morrison; thence along said property line N. 31° 20' 30" W. 307.30 feet; thence N. 47° 15' E. 447.78 feet to the northerly line of said highway, distant S. 42° 42' 30" E. 575.2 feet from a 4" x 4" post marking the west quarter corner of said Section 13, and also being distant N. 42° 45' W. 40.0 feet from Station "R" 341 + 83.47 P.O.C. on the center line of said survey; thence along the northerly and westerly line of said highway, from a tangent that bears S. 47° 15' W., along a curve to the left, with a radius of 250 feet, through an angle of 50° 59', a distance of 266.09 feet; thence S. 15° 44' E. 551.43 feet; thence tangent to the last named course, along a curve to the left, with a radius of 440 feet, through an angle of 0° 45', a distance of 6.14 feet to the point of commencement.

PARCEL 4: COMMENCING at the most southerly corner of that certain 2.25 acre tract referred to in Parcel 3 above, being a point on the northerly line of the State Highway designated as Road IV, San Mateo County, Route 55, Section C, also known as Skyline Boulevard, distant N. 17° 05' 30" W. 53.80 feet from Station "P1" 10 + 99.31 P.O.T. on the center line of the survey for said highway; thence along the northerly and northeasterly line of the highway, N. 85° 25' 30" W. 77.93 feet; thence tangent to the last named course, along a curve to the right, with a radius of 280 feet, through an angle of 47° 31', a distance of 207.33 feet; thence along said northeasterly line of the highway, from a tangent that bears S. 37° 54' 30" E., along a curve to the left, with a radius of 350 feet, through an angle of 24° 01', a distance of 368.31 feet; thence S. 61° 55' 30" E. 385.33 feet to the northerly line of said highway; thence along said northerly line, from a tangent that bears N. 61° 55' 30" W., along a curve to the left, with a radius of 300 feet, through an angle of 23° 30', a distance of 183.05 feet; thence N. 86° 25' 30" W. 59.34 feet to the point of commencement.

This grant and conveyance is made subject to the following express reservations and conditions: 1. The State shall at no time use or attempt to use the above described lands for any purpose other than that of constructing, renewing, repairing and maintaining a state highway thereon.

2. The State shall commence and complete the construction of the said state highway upon the said right of way within 2 years from the date hereof.

3. Before the said state highway is completed the State shall, at its own expense, build fences along both sides of said state highway where it passes through the property of the City. Said fences shall be not less than 6 feet in height, and constructed of posts of redwood 6 inches square, set in the ground at intervals not exceeding 12 feet, and with 7 barbed wire strands strung thereon, 9 inches apart, the bottom wire to be 6 inches above the ground surface, said barbed wire to be dipped in hot asphaltum before being strung upon said fence posts as aforesaid. Said fences shall be constructed along the boundary of or within the said right of way hereinabove described.

4. The State shall construct and at all times thereafter maintain gutters and culverts along and across the said state highway in a manner which will adequately drain and prevent the washing out of the said state highway, and so far as practicable, so as to divert said intercepted waters directly into the natural watercourse of the watershed, through which the said state highway is located.

5. The State shall so construct and at all times thereafter maintain the said state highway in a manner which shall in no wise damage, injure or interfere with any of the waters, waterworks structures or appliances, or other structures or appliances used or useful in connection with the water supply business of the City.

6. The City reserves the right to construct, alter, repair, improve, enlarge, develop or remove any and/or all waterworks, structures and appliances now or hereafter forming a part of its water supply system upon the said lands through and over which the said state highway is located, to develop and/or improve any of the water supply resources of the watershed or watersheds in which said lands are situate, and to connect roads or streets to the highways to be constructed on said parcels of land. Any and all work performed by the City within the above described rights of way shall be done pursuant to the terms of a permit or permits which will be issued by the State upon request of the City. Said permit or permits shall be in accordance with the State laws applicable thereto.

7. The State shall not at any time commit any act upon the said lands through and over which

the said state highway is located which will in any wise tend to contaminate or impair the potability of the City's water supply. No construction camps or housing for men or animals, maintenance yards or privies shall be built or located or established or maintained on the lands of the City on the watershed of said reservoir.

8. All work to be done upon the said right of way, and improvements and fencing to be done or made in connection therewith, as hereinabove provided, shall be at the sole expense of the State, and the State shall promptly pay for all work performed by or for it or herein provided by it to be performed, and for all materials used or furnished to be used in connection therewith, and shall indemnify and hold harmless the City against all claims in respect thereto, and against any liability under the Workmen's Compensation, Insurance and Safety Act of the State of California, and all amendments thereof; and the State shall keep the said highway and every part thereof free and clear of liens in respect to all such work done or materials used or furnished.

9. The State shall indemnify, save and hold the City free and harmless of and from all damages and injuries to person, persons, or property, and all liability to or claims of others which may in any way result from the construction, maintenance, repair or use of said state highway.

10. All easements and rights hereby given are and shall be subject to all prior rights, easements and privileges of whatsoever nature heretofore granted or given or now existing.

11. This indenture and each and all rights, agreements, covenants, terms and conditions herein contained shall bind and shall inure to the benefit of the respective successors and assigns of the parties hereto; provided, that the State shall not assign this indenture, or assign or convey any of its rights hereunder, without the written consent of the City first had and obtained.

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed this 6th day of December, 1934.

(CORP. SEAL) CITY AND COUNTY OF SAN FRANCISCO,

Approved: *[Signature]*
General Manager S.F. Water Dept.
[Signature]
Manager of Utilities

A Municipal Corporation
By Angelo J. Rossi Mayor
Attest J. S. Duggan Clerk of the Board of Supervisors

Joseph J. Phillips Director of Property

Form approved: Jao J Ofoole City Attorney
Ordinance No. 15,02422 Bill No. 635 Code 15,0242

PROVIDING FOR THE CONVEYANCE OF HIGHWAY EASEMENTS TO THE STATE OF CALIFORNIA OVER CERTAIN SAN FRANCISCO WATER DEPARTMENT LANDS IN SAN MATEO COUNTY.

Be it ordained by the People of the City and County of San Francisco, as follows:
Section 1. In accordance with the recommendation of the Public Utilities Commission, the Director of Property is hereby authorized and directed to prepare a deed for the conveyance to the State of California of right of way easements for improving the intersection of the Skyline Boulevard and Half Moon Bay Road over the following described parcels of San Francisco Water Department lands situated in the west half of the southwest quarter of Section 15, T. 5 S., R. 5 W., N. D. B. & M., San Mateo County, California:

PARCEL 1: COMMENCING at a point on the northeasterly line of the State Highway designated as Road IV, San Mateo County, Route 55, Section 5, also known as Skyline Boulevard, distant N. 6° 17' W. 40.0 feet from Station "H" 340 + 49.88 P.O.C. on the center line of the survey for said highway, said point also being distant S. 56° 06' 20" E. 641.5 feet from a 4" x 4" post marking the west quarter corner of said Section 15; thence along said northeasterly line of the highway from a tangent that bears S. 85° 43' W., along a curve to the right, with a radius of 250 feet, through an angle of 39° 41', a distance of 173.37 feet; thence S. 56° 34' E. 456.66 feet; thence leaving said northeasterly line of the highway, N. 33° 18' E. 75.0 feet to a point in a line parallel to and 115 feet northeasterly at right angles from the center line of said survey; thence along said parallel line N. 56° 34' W. 486.66 feet; thence S. 85° 43' W. 207.67 feet to the point of commencement.

PARCEL 2: COMMENCING at a point on the southwesterly line of said State Highway, distant S. 35° 26' W. 40.0 feet from Station "K" 339+04.25 P.O.C. on the center line of said survey, said point also being distant S. 54° 36' 10" E. 801.7 feet from a 4" x 4" post marking the west quarter corner of said Section 15; thence along said southwesterly line of the Highway, S. 56° 34' E. 456.66 feet; thence leaving said southwesterly line of the highway S. 25° 18' W. 10.0 feet to a point in a line parallel to and 50 feet southwesterly at right angles from the center line of said survey; thence along said parallel line N. 54° 34' W. 182.41 feet; thence S. 86° 34' E. 841.66 feet; thence tangent to the last named course, along a curve to the left, with a radius of 225 feet, through an angle of 34° 11' 40", a distance of 209.63 feet to the easterly line of said highway; thence along said easterly and southerly line of the highway, N. 15° 44' W. 250.06 feet; thence tangent to the last named course, along a curve to the right, with a radius of 170 feet, through an angle of 157° 10', a distance of 406.66 feet to the point of commencement.

PARCEL 3: COMMENCING at the intersection of the westerly line of said State Highway with the property line common to the lands of the Grant and Julia J. Morrison, distant along said property line, S. 62° 56' 30" W. 117.60 feet from the most northerly corner of that certain 3.25 acre tract conveyed to Spring Valley Water Company by Julia J. Morrison by deed dated April 12, 1926, and recorded May 10, 1926, in Volume 238 of Official Records, page 180, San Mateo County Records; said intersection also being distant S. 82° 54' 30" E. 61.66 feet from Station "A" 349+70.48 P.O.C. on the center line of said survey; thence along said property line S. 62° 56' 30" W. 46.66 feet; thence N. 37° 54' 30" W. 208.0 feet to a point in the property line common to the lands of the Grant and Julia J. Morrison; thence along said property line N. 31° 20' 30" W. 207.30 feet; thence N. 47° 15' E. 447.78 feet to the northerly line of said highway, distant S. 25° 42' 30" E. 878.2 feet from a 4" x 4" post marking the west quarter corner of said Section 15, and also being distant N. 25° 42' W. 60.0 feet from Station "K" 341+65.47 P.O.C. on the center line of said survey; thence along the northerly and westerly line of said highway, from a tangent that bears S. 47° 15' E., along

a curve to the left with a radius of 250 feet, through an angle of 60° 59', a distance of 265.09 feet; thence S. 13° 44' E. 551.43 feet; thence tangent to the last named course, along a curve to the left, with a radius of 440 feet, through an angle of 0° 48', a distance of 6.14 feet to the point of commencement.

PARCEL 4: COMMENCING at the most southerly corner of that certain 2.25 acre tract referred to in Parcel 3 above, being a point on the northerly line of the State Highway designated as Road IV, San Mateo County, Route 55, Section C, also known as Skyline Boulevard, distant E. 17° 05' 30" W. 83.80 feet from Station "P1" 10+99.31 P.O.T. on the center line of the survey for said highway; thence along the northerly and northeasterly line of the highway, N. 85° 25' 30" W. 77.93 feet; thence tangent to the last named course, along a curve to the right, with a radius of 250 feet, through an angle of 47° 31', a distance of 207.35 feet; thence N. 37° 54' 30" W. 375.89 feet; thence leaving said northeasterly line of the highway, from a tangent that bears S. 37° 54' 30" E., along a curve to the left, with a radius of 950 feet through an angle of 24° 01', a distance of 398.21 feet; thence S. 61° 55' 30" E. 385.33 feet to the northerly line of said highway; thence along said northerly line, from a tangent that bears N. 61° 55' 30" W. along a curve to the left, with a radius of 300 feet, through an angle of 23° 30', a distance of 123.05 feet; thence N. 85° 25' 30" W. 39.34 feet to the point of commencement.

Section 2. The deed for the conveyance of said right of way easements shall be made subject to such covenants and conditions as may be agreed upon between the Public Utilities Commission and the Division of Highways of the State of California.

Section 3. The Mayor and the Clerk of the Board of Supervisors are hereby authorized and directed to execute a deed for the conveyance of said rights of way to the State of California. The City Attorney shall approve the form of said deed.

Passed for Second Reading- Board of Supervisors San Francisco, October 22, 1934.

Ayes: Supervisors Brown, Gallagher, Havenner, Hayden, McSheehy, Ratto, Roncovieri, Schmidt, Uhl. Absent: Supervisors Colman, Shannon.

Oct 24-1t J. S. DUNNIGAN, Clerk.

The following Ordinance was Finally Passed by the Board of Supervisors November 5, 1934.

Ordinance No. 15.02422 Bill No. 635 Code 15.0242

PROVIDING FOR THE CONVEYANCE OF HIGHWAY EASEMENTS TO THE STATE OF CALIFORNIA OVER CERTAIN SAN FRANCISCO WATER DEPARTMENT LANDS IN SAN MATEO COUNTY.

Approved By Angelo J. Rossi, Mayor, Nov. 8, 1934.

Nov 10-1t J. S. DUNNIGAN, Clerk.

STATE OF CALIFORNIA City and County of San Francisco) ss. CLERK'S CERTIFICATE

I, J. S. DUNNIGAN, Clerk of the Board of Supervisors, of the City and County of San Francisco, do hereby certify that the annexed ORDINANCE NO. 15.02422 is a full, true and correct copy of the original thereof on file in this office. IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the official seal of the City and County this 11 day of DECEMBER 1934.

(SEAL OF THE CITY AND COUNTY OF SAN FRANCISCO) J S Dunnigan

Clerk of the Board of Supervisors, City and County of San

Francisco

STATE OF CALIFORNIA,) ss. On the 11th day of December in the year One Thousand Nine Hundred and Thirty four, before me, H. I. NULCREVY, County Clerk of the City and County of San Francisco, and ex officio Clerk of the Superior Court of the State of California, in and for the City and County of San Francisco, personally appeared ANGELO J. ROSSI, Mayor of the City and County of San Francisco, a municipal corporation, and J. S. DUNNIGAN, Clerk of the Board of Supervisors of the City and County of San Francisco, known to me to be the Mayor and the Clerk of the Board of Supervisors of the municipal corporation, described in and who executed the within instrument and also known to me to be the persons who executed in on behalf of the municipal corporation therein named, and they and each of them acknowledged to me that such municipal 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, State of California, the day and year in this certificate first above written.

(SEAL SUPERIOR COURT CITY & COUNTY) H I Nulcrevy, County Clerk of the City and County of San Francisco, State of California, and ex officio Clerk of the Superior Court of the State of California, in and for the City and County of San Francisco.

CERTIFICATE OF ACCEPTANCE (CIVIL CODE 1168)

THIS IS TO CERTIFY, that the Department of Public Works of the State of California hereby consents to the execution of this Deed and accepts the property described therein on behalf of the State of California. IN WITNESS WHEREOF, I have hereunto set my hand at San Francisco, California, this 15th day of December, 1934.

HARL LEE KELLY Director of Department of Public Works By Jno. H. Sheggs, District Engineer, Division of Highways.

Recorded at request of San Mateo County Title Company Dec 19 1934 at 4 P.M. San Mateo County Recorder, T. C. Rice, Recorder By Edith E. Letts, Deputy Recorder 524550 E. Miller, Copyist

Sealed and corrections OK J. J. [unclear] 12/27/34 \$10.00 N.S.I.R. Doc. Stamp cancelled THE STATE'S DEED LOAN #5117 - WALKUP.

THE COMMERCIAL NATIONAL BANK OF ALAMEDA, a National Banking Association, as substituted and as present trustee under the Deed of Trust hereinafter particularly described, the first party, hereby grants, without warranty, to CALIFORNIA PACIFIC TITLE AND TRUST COMPANY, a Corporation, the second party, and to its successors and assigns forever, all of the estate and interest derived to said first party, by or through said Deed of Trust in and to that real property situated in the Town of Alhambra, County of San Mateo, State of California, and described as follows: PARCEL ONE: Portion of Lot 12, as designated on the map entitled "MAP OF VILLA LOIS AT FAIR OAKS", which