DEED OF RIGHT OF WAY FOR STATE HIGHWAY

Weed # 718

SPRING VALLEY WATER COMPANY

McCUTCHEN, OLNEY, MANNON & GREENE

Counselors at Law

Balfour Building
SAN FRANCISCO, CALIFORNIA

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 authorizing the granting to the State of California of a right of way over RAILEOACCOCTAING Lands of said corporation.

) Application No. 10259.

STATE OF CALIFORNIA

BY THE COMMISSION:

JUL (/) 1924

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ORDER

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Spring Valley Water Company, a public utility corporation 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 granting 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 appearing 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:

DEED

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

Certified as a True Copy

HULLIO

SECRETARY

RAILROAD COMMISSION

STATE OF CALIFORNIA.

DESCRIPTION CORRECT

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

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 Celifornia, the party of the first part, and the STATE OF CALIFORNIA, the party of the second part,

WITWESSETH:

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 despectived as follows:

Parcel I.

ENGR LAND FILE S. F. W. D.

A portion of the Southwest 1/4 of Section 13; the Northwest 1/4, the Southwest 1/4 of the Northwest 1/4, and the fractional Northwest 1/4 of the Southeast 1/4 of Section 24, Township 5 South, Range 5 West, Mount Disble Base and Meridian, 100 feet wide and 50 feet on each side of a center line commencing at a point known as Station "P" 550+29.0 P. O. C. of the California Highway Commission

Jums & Conditions absured

Survey, Route 555 "C", San Mateo County, being in the line common to the lands of the Grantor and Julis 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 eald 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° 156' for a distance of 115.51 feet to a point known as Station 6. M. 55-8, "P# 351+42.51 P.T. = 3. M. 55-0. "A" 1.72.78 P.O.T., of said Survey; thence S. 57° 542' E., 579.94 feet; thence ourving to the left with a radius of 500 feet through an augle of 41° 4 951 for a distance of 2 19.00 feet to s 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° 41gt for a further distance of 19.80 fest; theree 5. 85° 281' B., 117.27 feet, to a point known as Station "Pi" 11+18.79 P.O.T. = "P2" 11+18.79. P. C. of said survey; thence curving to the right with a redius of 250 feet through an angle of 170° 07' for a distance of 742.27 foot; thence S. 84° 411' W., 145.22 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 5. 84° 412' W., a further distance of 15.20 feet; thence curving to the left with a radius of 200 feat through an angle of 176° 51! for a distance of 617.82 feet; thence 8. 87° 50% E., 565.45 feet to a point known as Station "A" 52445.05 P.C. = "Pi" 52+29.85 P.O.C. of said Survey; thence ourving to the right with a radius of 225 feet, through an angle of 144° 05g' for

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a distance of 565.85 feet to a point known as Station "P,"

37+95.70 P.T. = "A" 39+00.39 P.O.T. of said Survey; thence

3. 51° 50' W., 110.54 feet; thence ourving to the left with

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a radius of 225 feet through an angle of 65° 40° for a distence of 261.80 feet to a point known as Station "A" 42472.96 P.O.C. = "P1" 42,72.96 P.T., of said survey; thence S. 14° 44'E., 703.00feet; thence curving to the right with a radius of 1000 feet through an angle of 9° 41' for a distance of 169.01 feet; thence S. 5° 03' E., 347.59 feet; thence curving to the left with a radius of 200 feet through an angle of 122°87' for a distance of 427.45 feet to a point known as Station "P1" 59+19.69 P.T. of said survey, distant N. 43° 582 W., 523.72 feet from the center of Section 24, Township 5 South, Range 5 West; thence N. 52° 30' E., 435.16 feet; thence curving to the right with a radius of 200 feet through an angle of 85° 37' for a distance of 291.88 feet; thence S. 43° 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 sold survey; thence curving to the right with a radius of 500 feet through an angle of 70° 53' for a distance of 618.57 feet; thence S. 27° 00' W., 272.58 feet; thence ourving to the left with a radius of 1500 feet through an angle of 46° 12' for a distance of 1209.51 feet; thence S. 19° 12' E., 362.55 feet, more or less, to a point known as Station "P" 93491.7P.G.T. of the California Highway Commission survey; said point being in the dividing line produced common to the lends of the Grantor and John F. Linehan et al, distant thereon S. 50° 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, as 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° 1121 E., 695.8 feet from the northwest corner of the 20 scre tract of land belonging to Carrie E. Bridge, lying in the Rancho Ceneda 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° 48% for a distance of 328.29 feet to a point known as Station "P" 148+56.49 P.T.= "A" 144+83.55 P.O.T. of said California Highway Commission Survey; thence S. 32° 572' 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° 36%' 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 ENGR LAND FILE feet; thence S. 64° 40' E., 2003.00 feet; thence curving to the right with a radius of 350 feet, through an engle of 0° 46g' 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 soid Burvey; thence continuing on sid curve to the right with a radius of 350 feet through an angle 32° 29% for a distance of 198.45 feet to a point known as Station "A" 198403.0 P.O.G. 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 seid Empire Mines and Investment Company; all bearings being true and containing, after deducting that portion belonging to Cerrie E. Bridge and A. G. & B. McFarland, and that

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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 Ranche Canada de Raymundo, distent thereon N. 24° 45' W. (described in the official notes of said Rancho as N. 25% 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 Rencho boundary S. 57° 552 E., 1385.53 feet (described in the official notes of said Rancho as M. 58% W., 21.0 chains) to Station #49 in said Rencho boundary; thence continuing along said Rancho boundary S. 89° 26%' 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 boundery S. 89° 268' E. a further distance of 120.64 feet to the northeast corner of Lot #1 of Idlewild Redwoods; thence leaving said Rencho boundary N. 64° 14g! W., 545.47 feet to a DEED point distant N. 23° 44' E., 50.0 feet from Station "A" 7 18 251+72.65 P.C. of s id survey; thence along a line drawn ENGR LAND FILE parellel to and 50.0 feet northeasterly of the center line of said survey, N. 66° 16' F., 860.05 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 721.56 feet to a point in the line common to the lands of the Grantor and Empire Mines and Investment Company; thence clong 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 Mond, an area of 5.14/ acres, more or less.

Parcel IV.

A portion of the Ranche 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. 392° U.) 1580.95 feet from Station No. 48 in the boundary of said Rancho, and else described as being N. 43° 12' E., 50.0 feet from Station "A" 275+71.11 P.O.T. of the California Highway Commission Survey, Houte 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° 2021 DEED E. (described in the official notes of said Rancho as N. 24° 7 18 W. 30 chains: 1965 feet, more or less, to Station No. 46) thence S. 39° 08% E. (described in the official notes of enid Rancho as N. 30° 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° 12% E. (described in the official notes of said Reacho as N. 17° W .) 306.1 7 feet; thence leaving said Reache boundary and running along the old Richards Road as surveyed by the Spring Valley Water Company, as follows: N. 87° 21g1 E. 151 .55 feet, 6. 75° 482' E., 121.44 feet; N. 87° 352' E. 4.31 feet to Station "A" 321+68.1 6 P.O.T. of the Callfornia Highway Commission Survey; thence continuing on said course N. 87° 35gV 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° 40% 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" 517.50.0 P.O.C. of said survey; thence slong esid line parallel to end 50.0 feet from said center line as follows: curving to the left from a tangent bearing N. 57° 2 O' 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° 362' for a distance of 514.60 feet; thence N. 25° 085' W., 1794.10 feet; thence curving to the left with a radius of 2550 feet through an angle of 21° 59%' 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.

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 sall as portions thereof extending over property of other persons,

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

This conveyence, being of an easement for a state high-way 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.
- 5. 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 excoeding twelve (12) feet, and with seven (7) barbed wire strands strung thereon, nine (9) inches epert, the bettom wire to be six (6) inches above the ground surface, said berbed wire to be dipped in bot 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.

- 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 fer as practicable, so as to divert said intercepted waters directly into the natural matercourses of the watersheds through which the said state highway is located . GR LAND FILE

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Shet 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,

- That in the event the construction of the said state highway renders it necessary to reconstruct and/or relocate eny 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 out 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 out 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 sightly a condition as possible. All burning of tops, lops, brush and DEED refuse shall be done so far as practicable in the winter ENGR LAND FILE season, and shall be done on said right of way and in such menner 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 lesses, 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 edjoining property.

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- 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 DEED shall be built or located or established or maintained on the 7 18 lands of the said party of the first part on the watershed of ENGR LAND FILL 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 shell 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 streems 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 Board 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 Heelth, 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.

- 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.
- 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.
- 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 inconsistant 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 new 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 wa y 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.

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 DEED of liens in respect to all such work done or materials used or 7 18 furnished. ENGR LAND FILE

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.
- 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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- ahall 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 SOMPANY

By

President

ad By

Secretary

(Corporate Seal)

Approved as to form March 6, 1924.

W Catchen, Olacy, Mannon & Frence

Attorneys for Spring Valley Water Company.

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STATE OF CALIFORNIA, city and County of San Francisco.

on this 15 day of Much, in the year one thousand nine hundred and twenty-four, before me, Canada , 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 Socretary, 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 WHIREOF, 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.

Notery Public

in and for the City and County of San Francisco, State of California.

(Notariol seel)

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On this 12th day of December in the year one thousand nine hundred and twenty four before ED, FLORA HALL, a Notary Public, in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and scorn, personally appeared Poter Bo Stumpi and Agmes H. Stumpi, his wife, known to me to be the persons whose manes are subscribed to the within instrument, and they duly acknowledged to me that they executed the same.

III VITLESS VERREOP, I have hereunte set my hand and affined my official seal at my office in the City and County of San Francisco, the day and year in this certificate first abovo urittan.

> (SEAL) Flore Hall. Hotery Public in and for the City and County of San Francisco, State of California. My commission expires April 18, 1925.

Recorded at request of CALIFORNIA-PACIFIC TITLE INS. CO_DEC_15 1924 at 6 mim. 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 Helame Doputy. _33456

Recorded at request of California Pacific Title Insurance Company Dec 20 1924 at 40 mlm. gast 11 o'clock, A. M., San Mateo County Records, T. C. Rice, Recorder. By Edna Y. Clayton, Dopaty Rocordor. 29972A-D. Compared by Copylet's Hote: xx rulings in above rocord same as in original instrument.

SPRING VALLEY WATER COMBUILLA

DEED OF RIGHT OF WAY FOR STATE

DESCRIPTION CORRECT

Engineering Dept. S.V.W.CO.

HIGHWAY

I.E. Flas

STATE OF CALIFORNIA

Torms & Conditions Approved
G A. Elliott Engineer

THIS INDENTURE made and entered into this 15th day of March, 1924, by and between SPRING VALLEY MATER 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,

WITHESSETH:

That, Uhoroas, the said party of the second part has located and proposes to comported, and thereafter at all times maintain a state highway through and over cortain 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 conthucat quarter of Soction 13, the northwest quarter, the southwest quarter of the northoast quarter, and the fractional morthwest quarter of the southeast quarter of Section 24, Township 5 South, Range 5 West, Mount Diable Pase 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 of Section 13: the Northwest 1, the Southwest 1 of the Northwest 1, and the fractional Northwest 1 of the Southwest 1 of Section 24, Tourship 5 South, Range 5 West, Mount Diable Base and Moridian, 100 feet wide and 50 feet on each side of a center line commencing at a point known as Station "P" 350429.0 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° U., 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° 151° for a distance of 113.51 feet to a point known as Station S.M. 55-B, "P" 35142.51 P.T. S.M. 55-C, "A"
1472.78 P.O.T., of said Survey; thence S. 37° 542° E., 579.94
feet; thence curving to the left with a radius of 300 feet through an angle of 41° 492° for a distance of 2 19.00 feet to a point known as Station "A" 9471.72 P.T. = "P1" 9471.72 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° 41½ for a further distance of 29.80 feet; thence S. 85° 25½ E., 117.27 feet, to a point known as Station "PI" 11408.79 P.O.T. = "PZ" 11418 79 P.C. of said curvey; thence curving to the right with a radius of 250 feet through as angle of 170° 07' for a distance of 782.27 foet; thence S. 84° 41½ W., 143.22 feet, to a point known as Station "PZ" 20404.28 F.O.T. = "M" 20499.68 F.O.T. of Said curvey; thence continuing on said courses S. 84° 41½ W., a further distance of 15.20 feet; thence curving to the 10°t with a radius of 200 feet through an angle of 176° 51' for a distance of 617.32 feet; thence H. 87° 50½ E., 553.45 foot to a point known as Station "R" 32485.65 F.C. = "FI" 32429.85 F.O.C. of said Survey; thonce curving to the right with a radius of 225 feet; through an angle of 144° 05½ for a distance of 565.85 feet; to a point known as Station "FI" 37495.70 F.T. = "M" 39°00. 39 F.O.T. of said Survey; thence S. 51° 56' W., 110.64 feet; thence curving to the left with a radius of 225 feet to a point known as Station "FI" 37495.70 F.T. = "M" 39°00. 39 F.O.T. of said Survey; thence S. 61° 56' W., 110.64 feet; thence curving to the left with a radius of 205 feet to a point known as Station "FI" 42472.96 F.O.C. = "TI" 42472.96 F.T., of said survey; thence S. 14° 44' E., 705.00 foet; thence curving to the right with a radius of 1000 feet through an angle of 9° 41' for a distance of 169.01 foot; thence S. 5° 03' E., 347.59 feet; thence curving to the left with a radius of 200 feet through an angle of 122° 27 for a distance of 427.45 feet to a point known as Station "FI' 59419.99 F.T. of said survey, distant H. 43° 55½' W., 523.72 foot from the center of Section 24, Township 5 South, Range 5 Wost; thence N. 52° 30' E., 435.16 feet; thence curving to the right with a radius of 200 feet through an angle of 183° 37' for a distance of 290.88 feet; thence S. 63° 58' E., 306.47 feet to a point known as Station "FI' 59419.99 F.T. of said survey; thence S. 19° 12' E., 562.55 feet, more or les

PARCEL II.

A portion of the Ranche Canada de Raymundo, 100 feet wide and 50 foot on each side of a center line commencing at a point known as Station "P" 140428.2 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. Lineham, 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" 143456.49 P.T. = "A" 164483.55 P.O.T. of said California Highway Commission Survey; thence S. 32° 57½° E., 1693.22 feet to a point known as Station "A" 161476.77 P.O.T. = "P" 161476.77 P.C. of said Survey; thonce 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° 36½° for a distance 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 45° 50° a distance of 47° 36½° for a distance of 550 feet; thence S. 64° 40° E., 2003.00 feet; thence curving to the left with a radius of 350 feet; thence surving to the 195493.66 P.O.C. = "A" 196404.55 P.C. of said Survey; thence curving to the 19543.66 P.O.C. = "A" 196404.55 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" 196404.56 P.C. of said Survey; distant thereon N. 46° 30° E., 1105.1 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 Investmen 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.) 95.88 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° 65' E., 99.88 feet to the said Station #50; thence con-

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tinuing along said Rancho boundary S. 57° 551° E., 1385.53
feet (described in the official notes of said Rancho as N.
585° W., 21.0 chains) to Station 749 in said Rancho boundary;
thence continuing along said Rancho boundary S. 89° 265° E.
(described in the official notes of said Rancho as due West)
426.01 feet to a point known as Station "A" 254405.20 P.O.C.
of the California Highway Commission survey, Route 55, "C",
San Mateo County; thence continuing along said Rancho boundarry S. 89° 266° E. a further distance of 120.64 feet to the
mortheast corner of Lot 71 of Idlewild Redwoods; thence leaving said Rancho boundary N. 64° 142° W., 343.47 feet to a
point distant N. 23° 44° E., 50.0 feet from Station "A"
251472.65 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. 60° 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 721.56 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" 235471.19 P.O.C. of said survey; thence
continuing along said line 3. 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 thoroon 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" 2734711 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° 204° E. (described in the official notes of said Rancho as N. 24° W. 30 chains: 1963 foet, more or less, to Station No. 46) thence S. 39° Obb' E. (described in the official notes of said Rancho as N. 39° W. 6 chains) 384.80 feet to Station No. 45; thomes S. 76° 45' E., (described in the official notes of said Rancho as N. 17° W.) 306. 1 7 foot; 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. (191 off to Station "A" 32166.16 P.O.T. of the California Highway Jommission Survey; thence continuing on said course N. 87° 35½' E. 4.31 foot to Station "A" 32166.16 P.O.T. of the California Highway Jommission Survey; thence continuing on said course N. 87° 35½' E. a further distance of 63.54 feet; thence along the easterly 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° 40' 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° 06½' 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. E. a further distance of 63.54 feet; thence along the easterly

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AND WHEREAS, the part of the said propesed 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

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 supressed, 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, succepting such portion thereof as has heretofore been dedicated as and for a county road or roads, and

door horoby 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, Onployoos and licensees, shall at no time use or attempt to use the lands subject to said Occoment, 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 state highway within one and one-half (12) years the said state highway within one and one-half (12) years the said state highway state highway shall at all times thereoffer be maintained and kept open as a state highway, and shall at no time, succept as horolaster provided, be closed for repairs or renewals or for any other purpose for any period exceeding one (1) years.
- 3. That the sold 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 thereoffer at all times maintain permanent fences along both sides of sold other 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 when others thereon, mine (9) inches apart, the bottom wire to be six (6) inches others above the ground surface, said barbed when to be dipped in hot asphaltum before being others upon cold fence posts as aforesaid. Said fences shall be constructed along the boundary of or within the said right of way hereinabove described.
- do 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 otructures or appliances used or useful in connection with the water supply business of the said party of the first part.
- ENGRILAND FILE 7. That is 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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complete the and/or relocation at such times and in such manner as shall be designated by the Chick Engineer of the said party of the first part, and at the sole cost and expenses of the sold party of the second part.

6. That all timber out on or along said right of way hereby conveyed shall belong to the said party of the second part shall cut all such timber into four (4) foot longths and, if over eight (8) inches in diameter, shall oplit 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 barm, 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 loave said right of way and the lands of the party of the first part in as sightly 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 provent the spread of fire to adjoining property. Said party of the second part shall indomnify and save the said party of the first part free and harmless of and from all lesses, and liability to or claims of others on account of or in any vice due to or connected with such burning of tops, lops, brush and refuse, or the opposed of fire to adjoining property.

9. The Companies are in 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 for 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 waterched 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 Reserveirs, and/or any of the streams, the waters of which run into said reserveirs, or cither of them, or through the watersheds in which said lands are situate; that no construction camps or housing for mon 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 /ormaintenance yards on lands of the party of the first part shall be first approved by the Chlog 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 DEED part at outtable locations during such construction, reconstruction, removal or repair 718 of the said state highway, and that no privy shall be placed measur the aforesaid reservoirs or streams than one hundred (100) feet and that said privies shall be so ENGR LAND FILE constructed that their contents can be, and said contents shall be, removed by the said party of the second part from the untercheds for disposal; that all the rules and regulations of the San Matee County and California State Boards of Health, and all ordinances, regulations and laws for the protection of water supplied for demostic and other purposes and all other ordinances, rogulations and laws shall be observed by all persons engaged in such construction, reeenotruction, romound and ropair of the said state highway; and that the said party of the science party of the science of the

11. That the call party of the count part shall take, or sauce to be taken, and come as the construction of the call state highway shall commence, all stops accordant of proper to have the Board of Supervisors of the County of San Matee, State of Callfornia, forthwith close and forever abandon all county reads to be be replaced by the call otate highway.

12. That the call party of the coord part chall at all times provent any and all camping. Fiching, hunting and/or cheeting on or from the cald rights of may hereby granted or on any part or any pertion of them or any of them.

13. The call party of the commander, its reprocentatives, excharge, agents, OBPLOYOOD, and licongood will not, nor will any of them, prevent, hinder or interfere with the enjoymomt by the cold party of the first part of the lands through and over which the said righto of vay are loogted for any and all purpeces and need inconsistant with the use thoroas by the cold party of the cooping part for the purpose of the said ciate highway. is boing madorotood and agrood that the oald party of the first part shall be entitled freely to comotract, modutalm, operate, repair and remon across, ender or along the oold right of may or any portion thoroof any and all flumon, tunnelle, pipe limes, conduito, enlyorto, tolograph and pewer lines or any ether structures of whatseever nature that it may now or at any time heroafter soo fit and shall likewise be entitled to freely oomstruet, enlateim, operate, repair and remon reads or otreets over and across the cold right of may and to commost the same with the said state highway as it may now or horoastor and sit. In the event that the party of the siret part chall in such work dig into or otherrice disturb the said state highway, it shall upon the completion of said work rooters the cale highway to substantially the same condition as before such work TOO COEROROOD.

14. All work to be deno 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 shall promptly pay for all work performed by or for it or herein provided by it to be performed, and for all materials used to be used in connection therewith, and shall indomnify and held harmloop the party of the first part against all claims in respect thereto, and against any liability under the Werkman's Compensation, Insurance and Safety Act of the State of California, and all amendments thereof; and the party of the second part chall keep the cald highway and every part thereof free and clear of liens in respect to all one 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 of any such contractor, or someton or employees, or of any such contractor, of any of the second part, its officers, agents or employees of any such contractor, or employees of any such contractor, or any of the provisions, terms or conditions

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16. That all easoments and rights hereby given are and shall be subject to all prior rights, cascasate and privileges of Thatsoever nature heretofore granted or given or not omisting.

onditions horoin contained shall bind and shall insure to the benefit of the respective successors and assigns of the parties horote; provided, that the party of the second part shall not assign this indenture, or assign or convey any of its rights hereunder, without the unitten 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 VITNESS WHEREOF, the party of the first part by its proper officers thereunto duly authorized, has caused its corporate mans to be hereunto subscribed and its corporate coal to be hereto affined, the day and year first above written.

SPRING VALLEY WATER COMPANY.

By S P Eastman. President

((CORP.SEAL))

By John E. Behan Secretary

Approvod as to ford March 6, 1924.

McCutchon, Olmoy, Mannon & Greene

·Attorneys for Spring Valley Water Company.

STATE OF CALIFORNIA,

City and County of Sam Francisco. (SS.

On this 15th. day of March, in the year one thousand nine hundred and twenty-four, before we, 0. A. Eggers, a Notary Public in and for the lity 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

IN UTITIESS 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 utilities.

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 Doc 22 1924 at 2 min. past 2 o'clock, P.H., San Mateo County Records, T. C. Rice, Recorder, By Edna Y. Clayton, Doputy Recorder. 30020A-D. Compared by

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Joso Sousa Monsobo, et al

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

COMPARED - ZARATE

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This is a copy of an original documents is a copy of an original documents in the Office of the San Market County Recorder on And Andrew Recorder series number

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

My Commission Expires October 16, 1924

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

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DEED OF RIGHT OF WAY FOR STATE HIGHWAY.

SPRING VALLEY WATER COMPANY

DESCRIPTION CORRECT

to

I. E. Flan 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,

VITNESSETH:

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 Burl 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 foot wide and 40 feet on each side of a center line correcting at a point in the dividing line between the lands of the granter and Ansel M. Easten, distant N. 51° E. 357.79 feet from the Hostern end of a course in the boundary of the land of the granter described as N. 51° E. 3.55 chains, said point being known as Station "A" 432427.10 P.O.T. of the California Highway Commission Survey, Route 55, San Mittee County, and also known as Station 432450.51 of a survey made for the Spring Valley Eater Company et al, thence from said point of commencement S. 37° 37' E., which equals S. 36° 07' E. of said survey made for Spring Valley Eater Company et al, 4464.10 feet to a point known as Station "A" 476891.20 P.O.T. of said Survey, being in the line common to the lands of the granters and the Capuchine Land Company, distant N. 0° 15' E.17.0.feet from the most westerly corner of the land of the aforesaid Capuchine Land Company and being the southerly end of a course in the boundary of the land of the granter, described as S. 0° 15' W. 6.43 chains; thence continuing on said course of S. 37° 37' E. 537.33 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 "A" 530-63.1 P.O.T. of said curvey, being in the line common to the lands of the granters 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 acros, more or less, and

A portion of San Matco 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 Matco Ranchos, distant thereon S. 54° 43' W. 45.05 feet from the northeast corner of the land of the granter, said point being known as Station S.M.55-A MM 654443.74 p.o.t. S.M. 55-B MM 0400.0 P.O.T. of the California Highway Commission Survey, Route 55, San Matco County; thence from said point of commencement parallel to and distant 45 feet westerly from the casterly boundary of the Spring Valley Water Company's property the following two courses and distances: 8. 35° 15' E. 5057.87 feet; thence S. 34° 23' E. 657.30 feet to a point known as Station MM 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 G. 11° 53' E. 22.14 feet; thence S. 75° 07' W. 40.0 feet to a point known as Station MM 61832.86 P.O.T. of said survey; thence continuing on said course of S. 75° 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. 22.12 feet; thence N. 55° 37' E. 45.0 feet to

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radius of 300 feet through an angle of 31° 14-1/2' for a distance of 163.58 feet; thence il. #3° 39-1/2' W. 370.61 feet to a point known as itation #P* 304*23.55 1.0.* *n* 304*44.9.37 [7.0.0. of said survey; thence our ving to the loft with a radius of 130 feet through an angle of 107° 27-1/2' for a distance of 270.68 feet; thence curving to the right with a radius of 400 feet through an angle of 38° 48° for a distance of 270.68 feet; thence curving to the right with a radius of 400 feet through an angle of 38° 48° for a distance of 270.68 feet; thence 6. 15° 00' W. 124.88 feet to a point known as Etation *n* 312*65.06 P.O.* *m* *p* 312*65.06 P.O.* T. of and survey; thence continuing on said course of 0. 15° 00' W. 10.63 feet; thence curving to the right with a radius of 200 feet through an angle of 38° 35' for a distance of 134.68 feet; thence 0. 55° 35' W. 244.15 foot; thence ourving to the right with a radius of 400 feet through an angle of 30° 51' for a distance of 73.77 feet; thence 8. 64° 09' W. 260.04 feet; thence ourving to the right with a radius of 30° feet through an angle of 30° 51' for a distance of 168.55 foot; thence 10° 75° 00' W. 73.65 feet; thence durving to the left with a radius of 220 feet through an angle of 30° 51' for a distance of 163.75 feet to a point known as Etation *P* 324*13.95 F.T. ** *p* 72* 32**13**195 F.O.C. of said survey; thence continuing on said curve with a radius of 120 feet through an angle of 20° 70' for a further distance of 44.64 feet of the a point known as Etation *P* 324*13**195 feet through an angle of 20° 70' for a further distance of 44.64 feet of a point known as Station *p* 32**241.395 feet through an angle of 20° 70' for a further distance of 240.75 feet through an angle of 50° 70' for a further distance of 240.75 feet through an angle of 50° 70' for a distance of 240.75 feet to a point known as Station *p* 32**20.02 P.C. ** *p* 33**300.02 P.O.T. ** of said survey; thence curving to the left with a radius of 350 feet through an angle of 70° 51' for a distanc

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 Francisce, 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 boing 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 fonced on both sides between California Highway Commission Survey Stations, Route 55, San Mateo County, as follows:

- (1) Botween Station "A" 432-27.10 P.O.T. and " "A" 476-91.20 P.O.T.
- (2) Betwoon Station #A# 529:96.4 P.O.T.
- and " "A" 5380631. P.O.T.
 (3) Between Station "M" 57015.03 P.O.T.
- and "MM 276-59.0 P.O.T.

 (4) Botwoon 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.
- P.O.T. = S.M. 55B "MM" OFOO.O P.O.T. and Station "M" 57615.03 P.O.T.

 (3) Between Station "P" 282620 P.O.C. and Station "P" 293450.0 P.O.T.

The said fences, so to be creeted and maintained, shall be not less than six (6) of reduced

J.E.E. 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 con
structed along the boundary of or within the said right of way hereinabove described.

- 4. That whorever possible the said party of the second part shall divert from and to the cast of the lands owned by the said party of the first part all storm and dvainage 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.
- 5. 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 out 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.

Il. 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.

1Q. 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 situate; that no construction comps or housing for mon 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 Matee, 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, 1857, from Spring Valley Water Works to the County of San Mateo, recorded May 3, 1857, in Book 41 of Deeds at Page 372, San Mateo County records.
 - (b) Also all that portion of County Road between Station "A" 476291.20 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 Delmont 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 decribed.
 - (d) Also all that portion of the now unused county road beginning at California Highway Commission Survey, Route 55, San Mateo County, Station As 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.
- comployoos, 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 horeafter 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 uned 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 mo, 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 Scal, 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,

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 greater, in so far as its rights or interests are or may be affected thereby.

This is a copy of an original document ((CORP. SEAL))

By Oscar Boldemann

president

County Recorder on 4677373 under

By C. M. Walker

secretary

Recorder series number 124697

COMPARED - ZARATE

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Notary Public in and for the County of Santa Clara,

State of California.

My Commington Expired October 16, 1924

Recorded at request of Oco. H. Rico Abotract Company Nov 10 1923 at 55 min.past 11 o'clock, A.M. San Mates County Records, T. C. Rice, Recorder. 12420A - T. Compared by

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DEED OF RIGHT OF WAY FOR STATE HIGHWAY.

SPRING VALLEY WATER COMPANY

DESCRIPTION CORRECT

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I. E. Flee 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,

UITNESSETH:

THAT WHEREAS, the soid 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 Ranche, San Mateo Ranche, Pulgas Ranche, Feliz Ramche, and the southeast quarter (SE 1/4) and the southwest quarter (SU 1/4) of Section thirteen (13) Township five (5) South, Range five (5) West, Mount Diable Base and Meridian, and the proposed right of way for said state highway is in part particularly described as follows, to wit:

A portica of the Buri Buri Rancho, 60 feet wide and 40 feet on each side of a ceater line commencing at a point in the dividing line between the land of the grantor and Ancel M. Easten, distant E. 51° E. 367.79 feet from the Western and of a course in the boundary of the land of the grantor described an M. 51° E. 6.65 obelies, said point being known as Station And Ancel M. 52427.10 P.O.T. of the California Highway Commission Survey, Route 55, San Pateo County, and also known as Station \$2350.51 of a survey made for the Spring Valley Union Company at al., thence from each point of commencement S. 37° 37° E. which equals S. 360 70° E. of said survey made for Spring Valley Union Company at al., \$466.10 feet to a point known as Station And Anderson Company at al., \$466.10 feet to a point known as Station And Anderson Company at al., \$466.10 feet to a point known as Station And Anderson Company and the Company of the land of the aforessid Capuchino Land Company, and being the southerly and of a course in the boundary of the land of the grantor, described as S. 0° 15° U. 6.43 chains; thence continuing an said course of S. 37° 37° E. 537.53 feet; thence surving 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 And 51967.79 P.O.T. opp 519657.79 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 And 51967.79 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 And 51967.79 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 And 5196.01°. 177.07 feet to a point known as Station And 5196.01°. 177.07 feet to a point known as Station And 5206.51° p.O.T. of said survey; there of the land of

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° U. 45.05 feet from the northeast corner of the land of the granter, said point being known as Station S.M.55-A °M° 654.43.74 P.O.T. S.M. 55-B °M° 0.400.0 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 Unter 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 fellows: M. 55° 37° E. 45.0 feet; thence curving to the right from a tangent bearing S. 34° 23° E. with a radiu of 1050 feet through an angle of 22° 30° for a distance of 412.33 foot; theneo S. 11° 53° E. 22.14 feet; thence S. 76° 07° U. 40.0 feet to a point known as Station of Station of 61.32.66 P.O.T. of said survey; thence continuing on said course of S. 76° 07° U. a further distance of 40.0 feet; thonco curving to the left from a tangent bearing N. 11° 53° U. with a radiu of 950 feet through an angle of 22° 30° for a distance of 40.0 feet; thonco curving to the left from a tangent bearing N. 11° 53° U. with a radiu of 950 feet through an angle of 22° 30° for a distance of 373.06 feet; thence N. 950 feet to

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AND UMEREAS, the part of the said proposed right of way hereinbefore particularly described includes all those pertions 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,

MOU, 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 ever 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 oystem 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 essement, 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 elected for repulse or remodele or for any other purpose for any period exceeding 020 (1) your.

3. That the cald party of the cooperd part, before opening the cald state highway for 200, oball erect and thereafter at all times maintain permanent fences along the cald state highway between the fellowing polate:

The said highway shall be feaced on both sides between California Highway Commissiom Survey Stations, Route 55, San Matoe County, as fellevo:

- Between Station OAO 432027.10 P.O.T.
 and OAO 476091.20 P.O.T.
 Between Station OAO 529096.4 P.O.T. (1)
- Between Station of and (2)
- Between Station one (3)
- Between Station apa (4) opo 350029.0

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

- Between Station 0A0 476.91.20 P.O.T. and 0 0A0 529.96.4 P.O.T. Between Station S.M.55A 0M0 654.43 (1)
- Betreen Station S.M.55A "M" 654043.

 P.O.T. = S.M. 55B "M" 0000.0 P.O.T.

 and Station "M" 57015.03 P.O.T.

 Betreen Station "P" 252020 P.O.C. and

 Station "P" 293050.0 P.O.T. (2)

The said fences, so to be erected and mainteined, shall be not less than six (6) of reduced by six (6) inches square, set in the ground at intervals not exceeding tuelve (12) feet, and uith barbed uire strands atrung thorson at intervals not exceeding one (1) foot, said barbed wire to be dipped in hot caphaltum 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 coot of the lands owned by the soid party of the first part all storm and drainage water which way be intercepted by the said state highway.
- 5. That the said party of the second part shall construct and at all time thoreafter milatela dreimage gutters and culverts along and earch the said state highway in a manner which will adequately drain and prevent the washing out of the said state highway, such guttoro and culverts to be so constructed as not to unduly concentrate the flow of any oterm or draizago dater intercepted by the said state highday, and, so far as practicable, so as to divert said intercepted vaters directly into the matural vatercourses of the voterchode through Thich the said state highway is located.
- 6. That the said party of the second part shall construct and at all times thoreaftor maintain the said state highway, at the point where the said state highway is to cross the oncrete pertion of the Lower Crystal Springs concrete dam, upon a substantial bridge, supported by concrete piers, at an elevation of not less than hine (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, them 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 sold dam shall have been so raised.
- 7. That the said party of the second part shall remove, at its own cole cost and expeases, to sem accrby 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 vesterly end of the Upper Crystal Springs earth dom.
- G. That the cald party of the second part shall so construct and at all times thoroafter 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 emisting gate chember at the upper Crystal Springs earth dam).

9. That, is the event the construction of the cold other highway rendere it accommonly to reconstruct and/or relocate any existing attracture or extractures of the sold party of the first part on ite cold lands through and ever which the sold state highway is lecated, the cold party of the coerd part chall perform all the work necessary for such reconstruction and/or relocation at ough times and in such manner as chall be designated by the Chief Engineer of the sold party of the coerd part.

10. That all times out 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 why at the points where such timber may be cut.

11. That nothing herein centained 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 soulce from the said party of the first party so to do, relocate and reconstruct all such partions of the said state highway as may or will be affected thereby, all at the colocest and expense of the said each party of the second part.

14. That the cald party of the second part, its representatives, officers, agonto, 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 containate or impoir: the potability of the maters of the Sam Andreas Reservoir, the Crystol Springo Robervoirs, and/or any of the otreams, the maternies which run into said robervoirs, or any of them, or through the unterphode in which said lands are situate; that no construction ccups or housing for men or animals shall be built or maintained on the lands of the cale party of the first part on the untershed of said reservoirs within one thousand (1999) foot of the edge of the said Crystal Springs Reservoirs and San Andreas Reservoir, and that the location and area occupied by all such cases on leads of the garty of the first part shall be first approved by the Chief Engineer of the said garty 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 (399) foot 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, removal or repair of the said state highway, and that no privy shall be placed nearer the aforecald reservoirs or streams then one hundred (100) feet and that said privies shall be so constructed that their contents can be, and said contents aball be, removed by the said party of the second part from the watershods for disposal; that all the rules and regulations of the Son Matoo County and California State Boards of Health, and all ordinances, regulations and laces for the protection of mater supplied for demestic and other purposes and all other ordinancon, regulations and laws shall be observed by all persons engaged in such construction, reconstruction, renormal 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 vatchman, or guard, appointed by the California State Board of Health, to observe the sanitary protection of the waters of

the eferencial recovering and etropian during such construction, reserval and regals of the sold otate highway.

13. That the daid party of the speed part chall take, or cause to be taken, as seem as the construction of the cald state highway shall commonse, all stope messary or proper to have the mark of Supervisors of the County of San Mater, State of California, forthuith close and forever aboaden the county reads to be replaced by the said state highway, which eald county reads are as fellows:

(a) All that portion of the County Road leading from Sna Matoe to Halfmoon Bay via Upper Crystal Springs dam, between a point easterly from Station of 190,000.0 P.O.T. of California Highway Commission Survey, Route 55, San Matee County, thonce southerly along said road to its intersection with the sounty read leading from Bolmont to Halfmoon Bay; which said county read to more particularly referred to in that certain deed dated May 3, 1887, from Spring Valley Water Works to the County of San Matee County recorded May 3, 1887, in Book 41 of Deeds at Page 372, San Matee County records.

(b) Also all that portion of County Road between Station on 476091.20 P.O.T. and Station on 520096.4 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 cortain deed dated April 1, 1876, from Spring Valley Cater Works to the County of Sam Mateo, and recorded on April 3, 1876, in Book 26 of Doeds at page 110, Sam Mateo County records.

(c) Also all that portion of said County Road leading from San Matoo 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 op 350c29.0 P.O.C. of said Survey that is not covered by the state highway right of way hereimabove described.

(d) Alco all that portion of the now unused county road beginning at California Highway Commission Survey, Route 55, San Matoe County, Station $^{\circ}\Lambda^{\circ}$ 4760-91.20 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 Unter 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 sad/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, agento, employees, and licensees, will not, nor will any of them, prevent, hinder or interfere with the emjoyment 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 fluxes, 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 on 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 therete, and against any liability undor the Verbmen's Componention, Incurrace and Selety Act of the State of California, and all cacadenate 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 wood or furnished.

16. This indonture and each and all rights, agreements, covenants, terms and conditions herein contained shall bind and shall imure 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 consont of the party of the first part first bad 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, them at the option of the party of the first part, all rights hereby conveyed to the party of the socond part chall forthuith coase and determine and revert to the party of the first party and the valver of any cause of forfeiture hereunder occurring shall not be or be decided to be a maiver of any subsequent cause of forfeiture which may occur.

IN UITNESS THEREOF, the party of the first part, by its proper officers thoroughe duly authorized, has caused its corporate mass to be hereunte subscribed and its corporate scal to be hereundon offixed, the day and year first above unitten.

((CORP. SEAL)) SPRING VALLEY DATER COMPANY.

By S P Eastmon. Vice President

By John E Bodom Secretory.

STATE OF CALIFORNIA

City and County of Sin Francisco)SS.

On this 17th day of September in the year one thousand nine hundred and trenty-three, before me, U. H. PYBURN, a Notary Public, in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworm, personally appeared S. P. EASTHAN and John E. BEHAN known to no to be the Vice President and Secretary respectively of SPRING VALLEY WATER COMPANY, the Corporation described in and that encourted the Ulthin instrument, and also known to me to be the persons who executed it on behalf of the Corporation thorein named, and they acknowledged to me that such Corporation executed the ബാവരം

In Ditass Thorsof, 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 thic Certificato first above urittem.

> ((SEAL)) U. H. Pyburn. MOTARY PUBLIC

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

CRYSTAL SPRINGS COUNTRY CLUB, a corporation organized and existing undor and by 'wirtus of the laws of the State of California, lesses of a portion of the lands described in the above and foregoing deed, hereby consents to the foregoing deed, and hereby joine therein as a granter, in so far as its rights or interests are or may be affected thereby.

This is a copy of an original document _in the Office of the San Mateo County Recorder on Man 13713 under

Recorder series number 124697

((CORP. SEAL))

CRYSTAL SPRINGS COUNTRY CLUB,

By Oscar Boldenana president

By C. H. Walker secretary

COMPARED - ZARATE

tribution it was daily found that the inheritance/des from Louise Roog w share of the estate of said deceased, including of the property above described, as set ford in the report of seld Inheritance Sex Apprehent see and to \$872.28 and that interest therees was reduced to given per cent per some as provided by law and further found and decreed that the whole of said tax was paid on December 14, 1951. That not ther 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 come titutes a lien there m. and also that the said defendants and each of them be forever debarred from esserting ony claim whatever in and to said land and premises edverse to plaintiff by reason thereof. No soute shall be chargeable age not the defendents herein. DONE in Open Court this 28th day of November, 1954. County Clerk Judgment Dept. F. No. 23 Walter Ferry Johnson Judge STATE OF CALIFORNIA City and County of San Francisco) ss. I, H. I. Bulerevy County Clerk of the City and County of Sen Francisco, State of Celifornia, and ex-officie Clark of the Separ lor Court, in and for said City and County.

REMENY 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 Movember A. D. 1934.

Affint my hand and Soal of said Court this 26 day of HOVERING A. D. 1954.

(SEAL SUPERIOR COURT CITY & COURTY OF) E. I. Mulerevy Clark

By J K Cassing: Dopaty Clerk**)**... (SEE PRAECISOD, CAL. Becorded at request of Attorney at 19 min. past 4 P.M. Boy 26 1954_2712 Official Record City and County of San Francisco, California. Edmond Codebanz Recorder Jenene Livinos sunt COMPARED - ISCH COMPARED - MOREZE

Recorded at request of Kirkbride, Wilson & Brooks Dec 18 1934 at 35 min. past 10 A.M. San Mateo County Records. T. C. Ries, Recordor by Edith &. Lette, Boyaty Recorder 533660 E.Hiller, Copy-ist Compared and corrections of profits Copyist's Note: Experience in above case as as THE RESIDENCE OF THE PARTY HE WAS BELLEVILLED BY HE THE PARTY HAVE BEEN AND THE PARTY HE WAS BEEN AND THE PARTY HAVE BEEN AND

This Indenture, made the 9th day of November one thousand nine hundred and Thirty-feer BETWEEN John Blomquist of the City and County of San Francisco State of Salifornia the party of the first part, and some J Blomquist his wife of the same place, the party of the second part, WITHERSETS: That the perty 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 great unto the party of the second part, and to her heirs and sesigns forever, all that certain let. piece, er parcel of land situate in the City of Burlingson County of San Mates, State of California, and bounded and described as follows, to-wit:

Lot Himsteen (19) in Blook Seventeen (17) as decignated on the map entitled "Map of Berlingame Grove San Mates Co. Cal.", (Being part of Bert Bert Rencho), which map was filed in the office of the Becorder of the County of San Mutee, State of California, an July 18,1806, "B" of Hope, at page 50, and a copy thereof entered in Volume 6 of Mape at page 66 in Volum BOSESSER with the tenements, hereditements, and appurtements therements belonging or apperteining, and the reversion and reversions, remainder and remainders, rente, leave, and groff to thereof.

TO HAVE AND TO BOLD the said premises, together with the appurtementes, unto the party of the second part, and to her heire and seeigns ferever.

IN WITHUS MIRROF, the party of the first part has become out his head the day and year first above written.

John Blomgelst SIGHED AND DELIVERED IN THE PRESENCE OF

Frenk Ermnen Lillian M. Brownen STATE OF CALIFORNIA, City and County of San Francisco:) us. On this 15th day of Neverther In the year one thousand nine hundred and thirty-four before me, F. R. Weth, a Hotery Public in a for the City and County of San Francisco, personally appeared John Blanquiet Mayon to un to be the person whose name is subscribed to the within instrument, and he duly schooledged to se that he executed the sum.

IN WISHING BEINGOF, I have herewate not my hand and efficed my office & the Oity and Country of San Francisco, the day and year in this corresponds first above welther P. E. Bobb Botsey Public in and for the BB BOTARY PUBLIC __) Olty and County of Sm Francisco, State of California. mission expires) Hy our 2817 Mission Street. Phone Mission 2542.

Pob.26, 1996) Resorded at request of Ci Beerman Dec 18 1954 at 2 min. part 9 A.H. San He too County Records 2. C. Blee, Bosorder by Bilth S. Lette, Deputy Bosorder Street B. Miller, Copylet, Compared a sorrestions Of processors (1)/25/9

De la California de la CITY AND COUNTY OF SAN FRANCISCO, a menicipal corporation, here mafter ealled City, purmak to the provisions of Ordinance to, 18.00488, Mill Se. 688, approved Seventer 8, 1864, Lereby grante to the State of California, herelaster called State, a right of may causesta & the construction, maintenance and use of a lite to Elebery over sectain parties of the et ball of the scuttment quarter of Section 13, F. S.S., R. S. V., H. S. S. & H., Sen Metes County, Ralifornia, more particularly described as follows, to wit:

CORNECTED as a point on the northeasterly line of the State Highest ducing and PARCEL 1: as Bond IV, See Meter County, Roste 55, Section S, also know at Styline Designard, dist H. 6" 17' H. 40.0 feet from Blatton "E" 360 . 40.08 7.0.0. on the center line of the cust way, said point alow being distant S. Se' Oc. 30" S. Cil. Jost From a 4" S. Tor said high of applies the root quarter review of sold frother 15; thence close call man

angles, from the center line of said survey; thence slong said parallel line N. 56° 34' W. 456.66 feet; themse 8. 85° 43' W. 207.67 feet to the point of commencement. PARCEL 9: 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 senter line of said survey, said point also being distant S. 54° 56' 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. 35° 16' 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 W. 56° 34' W. 152.41 feet; thence S. 86° 34' W. 241.68 feet; thence tangent to the last named course, along a ourve 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 am 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 8. 52° 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 8. 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 enic property line 8. 62° 56' 50" W. 46.95 feet; thence N. 57° 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 slong cald property line N. 31° 20' 30" W. 307.30 feet; thence N. 47° 15' E. 447.78 feet to the northerly lime of said highway, distant 8. 42° 42' 30" E. 575.2 feet from a 4" Z 4" post marking the west quarter corner of said Section 13, and also being distant H. 42° 45' W. 40.0 feet from Station "R" 341 . 88.47 F.O.C. on the center line of said survey; thence along the northerly and westerly line of said highway, from a tangent that bears 5. 47° 15' W., along a surve to the left, with a medius of 250 feet, through an emgle of 50° 59', a distance of 266.09 feet; thence 8. 15° 44' E. 551.65 feet; thence tengent 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 fees 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 Reed IV, San Matee County, Houte 55, Section C, also known as Skyline Boulevard, distant W. 17* 08: 30" W. 55.80 feet from Station "P1" 10 . 99.51 P.O.T. on the center line of the survey for said highway; thence along the northerly and northeasterly line of the highway, B. 85° 25. 30" W. 77.95 feet; thence tangent to the last nemed course, slong a surve to the 1601. with a redien of \$30 feet, through an angle of 47° 51', a distance of 207.35 feet; this of the lighten, from a tangent that bears 3. 37° 54'50", E., along a ource to the left, with a radius of 950 feet, through an angle of 24° 01', a distence of 398.21 feet; thence 8. 61° 55' 50" E. 585.35 feet to the northerly line of said highway; thence slong said northerly line, from a tangent that bears 3. 61° 55' 30" W., along a purve to the left, with a radius of 800 feet, through an engle of 25° 30', a distense of 183.05 feet; thence H. 85" 85" 80" W. 59.84 feet to the peint of communections. This great and conveyence is made subject to the following express reservations and conditloss: 1. The State shall at no time use or a thought to use the above described lands for any pur pose other than that of come trusting, removing, repairing and maintaining a state highway thorson. 2. The State shall somence and somplete the construction of the said state highway upon the said right of way within 2 years from the date hereef. S. Mefore the said state highway is completed the State shall, at its own expense, build fenses along both sides of said state highway where it passes through the property of the Oity. eid frages shell be not less than 6 feet in height, and constructed of posts of redwood 6 inches the last in the ground at intervals not exceeding 12 feet, and with 7 barbed wire strangs strung thereon, 9 inches spart, the bottom wire to be 6 inches above the ground surface, said barbed wire to be dipped in hot asphaltum before being strang upon seld fence posts as aforesaid Said fences shall be constructed along the boundary of or within the said right of my hereinthe t described. 6. The State shell construct and at all since thereafter maintain gutters and exiverte along d advoce the said state highway in a manner which will adequately drain and prevent the washing set of the said state highest, and so far as proclicable, so as to divert said intercepted there directly into the natural watercourse of the watercheds, through which the said state er is located. S. The State shall so construct and all times thereafter maintain the said state highway in a moor which shall in no wise damage, injure or interfere with any of the waters, waterworks etractures or applianese, or other streetures or appliances used or meeful in econoction with he mater supply business of the Olty, S. The City reserves the right to construct, alter, repair, improve, calarge, develop or ree, structures and applicance not or hereafter forming a part of its water ny and/or a 11 we torwood ely system upon the said lands through and over which the said State highway is located, to puld hands are elimate, and to comment roads or superse as the highways to be constructed an esid accepted of land, any and all merk performed by the City within the above described rights of yes hall be constructed to the turns of a permit or possible which will be imposed by the I have apon secure or the glay. Build permit or permits shall be in acceptance with the State land application than the state land application. evelop and/or improve any of the water supply resources of the watershed or testersheds in which Charter.

the said state highest is located skick will in any wise bend to contembate or impair the potability of the City's water supply. He construction compa or housing for men or emissio, maintenance yards or privies shell be built or located or established or suintenance on the located of the City on the watershed of said reservoir.

S. Ill work to be done upon the said right of way, and imprevenents and feating 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 here in 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.

5. The State shall indensify, save and hold the City free and harmless of and from all desages and injuries to person, persons, or property, and all liability to er 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, easenexts and privileges of whatsoever nature heretofere granted or given or now existing.

11. This indenture and each and all rights, agreements, covenants, terms and conditions bevolutioned shall bind and shall inure to the benefit of the respective encourage and contigue of the parties hereto; provided, that the State shall not assign this indenture, or assign or own-yer any of its rights hereunder, without the written consent of the City first had and obtained.

IN WITEMS WHEREOF, the undersigned corporation has caused these presents to be executed by its officers thereunto duly authorised and its corporate seal to be hereunte effixed this 6th day of Densuber, 1984.

(GORP.SEAL) CITY AND COURT OF HAM FRANCISCO.

General Manager S.F. Water Dept.

Approved: I A Green

A Municipal Copporation By Angelo J. Ressi Mayer

Attest J & Dunnigan Clerk of the Beard of Supervise

Meneger of Utilities Joseph J. Phillips Director of Property

Port approved: Jac J Cloole City Attorney

Ordinance No. 15,02422 Bill No. 636 Osde 16,5342

PROVIDING FOR THE CONVEYANCE OF HIGHWAY BASIMENTS TO THE STATE OF GALLPONNIA OVER CENTALN SAN PRANCISCO WATER DEPARTMENT LANDS IN SAN: MATERICULARY.

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 Countesies, the
Director of Property is hereby authorised and directed to prepare a feed for the conveyment to
the State of California of right of way examents for improving the intersection of the Shyline
Boulevard and Helf Moon Bay Roed over the following decorabed parcels of San Francisco Mater
Department lands situated in the west half of the scatterest quarter of Section 15, % 5 S., K.S.
W., M. D. B. & M., San Mateo County, California:

PARCEL 1: COMMEMCING at a point on the northeasterly line of the State Mighouy designated as Road IV, San Nateo County, Route 55, Section B, slee known as Skyline Scalevard, distunt H. 6° 17; W. 40.0 feet from Stateon "R" 540 a 49,88 P.O.C. on the center line of the survey for said highway, said point blee being distant S.56° 06° 90° E. 641.5 feet from a 4° E 4° post marking the west quarter corner of said Section 15; these along said martheasterly line of the highway from a tangent that bears S. 85° 43° W., slong a curve in the right, with a radius of 250 feet, through an angle of 39° 44', a distance of 173.37 feet; themse S. 86° 34° E. 456.66 feet; thense leaving said northeasterly line of the highway, E. 35° 18° E. 75.0 feet to a point in a line parallel to and 115 feet northeasterly as right angles from the senter line of said survey; thence along said parallel line H. 86° 34° W. 485.65 feet; thence S. 88° 43° W. 207.87 feet to the point of commencement.

PARCEL D: COMMENCING at a point on the southwesterly line of said State Highway, Elatunt B. 35° 26' N. 60.0 feet from Station "R" 35.9004.85 Sudd on the center line of said servey, said point also being distant S. 54° 56' 10" R. 803.7 feet from a 4" x 4" pest marking the rest quarter corner of said Section 15; thence along said southwesterly line of the highway, S. 56° 34' R. 453.56 feet; thence leaving said southwesterly line of the highway R. 28° 16' 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 R. 56° 34' R. 162.41 feet; thence S. 86° 54' R. 841.06 feet; thence tangent to the last named course, along a curve to the left, with a radius of 255 feet, through an angle of 56° 11' 40", a distance of 250.65 feet to the easterly line of said highway; thence along said destorly and southerly line of the highway, E. 18° 44' W. 250.06 feet; thence tangent to the last maned course, along a curve to the right, with a radius of 170 feet, through an angle of 157° 10', a distance of 406.98 feet to the point of commencement.

PARCEL 3: COMMENCERS at the intersection of the westerly line of said State Righway with
the property line, S. 62° 56: 30° W. 117.60 feet from the most northerly conner of that
said property line, S. 62° 56: 30° W. 117.60 feet from the most northerly conner of that
section 3.95 care tract conveyed to Spring Valley Union Company by Julia J. Horrison by Smed
dated April 18, 1996, and recorded May 10, 1996, in Values 232 of Official Records, gaplag, Sen Hatoo County Records; said intersection also being distant S. 62° 50° W. 61.60
feet from Station "A" 549.70.48 feet; the counter line of said survey; thence along said
property line S. 62° 54' 30° W. 65.75 feet; thence S. 37° 54' 30° W. 308.0 feet to a point
in the property line S. 51° 50' 80° W. 807.50 feet; thence T. 37° 54' 30° W. 308.0 feet to the
said property line S. 51° 50' 80° W. 807.50 feet; thence T. 47° 18' S. 647.70 feet to the
northerly line of said highway, distant S. 62° 48' 30° E. 876.2 rect from a fact poet mennortherly line of said highway, distant S. 62° 48' 30° E. 876.2 rect from a fact poet mennortherly line of said highway, distant S. 62° 48' 30° E. 876.2 rect from a fact poet mennortherly line at said highway, distant S. 62° 48' 30° E. 876.2 rect from a fact poet mennortherly line S. 51° 50' 80° F. 60.6. and also being distant S. 62° 8. 8. 62° 8.
feet from Station "E" 541085 67 F.O.C. on the counter line of said servey; theree a langnortherly and testion "E" 541085 67 F.O.C. on the counter line of said servey; theree S. 67° 18' E.; glood
northerly and testion "E" 541085 67 F.O.C. on the counter line of said servey; theree a langnortherly and testion "E" 541085 67 F.O.C. on the counter line of said servey; theree S. 67° 18' E.; glood
northerly and testion "E" 541085 67 F.O.C. on the counter line of said servey; theree

a curve to the left with a radius of 250 feet, through an angle of 60° 59', a distance of 255.09 feet; thence 8. 13° 44' E. 551.43 feet; thence tangent to the last named source, along a curve to the left, with a radius of 440 feet, through an angle of 0° 48°, a distance of 5.14 feet to the point of commencement. PARCEL 4: CONMENCING 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 g. 17° 05. 30" W. 53.80 feet from Station "P1" 10.99.51 P.O.T. on the center line of the survey for said highway; thence along the northerly and northeasterly line of the highway, H. 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 5. 37° 54' 50" E., along a curve to the left, with a radius of 950 feet through an angle of 24° Cl', a distance of 398.21 feet; thence 8. 61° 55' 50" E. 385.33 feet to the mortherly line of said highway; thence along said northerly line, from a tangent that hears W. 61° 55' 30" W. along a curve to the left, with a radius of 300 feet, through an angle of 25° 30', a distance of 123.05 feet; thence H. 85° 25' 50" 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 Commiss ion and the Division of Highways of the State of California. Section 3. The Mayor and the Clerk of the Board of Supervisors are hereby authorised 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, 1984. Ayes: Supervisors Brown, Callagher, Havenner, Hayden, Modheehy, Ratto, Roncovieri, Schmidt, Absent: Supervisors Colman, Shannon. J. S. DUNNIGAN, Clerk. 06t_ 24-1t The following Ordinance was Finally Passed by the Board of Supervisors Sevember 5, 1954. Ordinance No. 15.02422 Bill No. 655 Code 15.0242 PROVIDING FOR THE CONVEYANCE OF HIGHWAY EASIMES IS TO THE STATE OF GALIFORNIA OVER CERTAIN SAN FRANCISCS WATER DEPARTMENT LANDS IN SAN MATEC COUNTY. Approved By Angelo J. Rossi, Mayor, Nov. 8, 1934. J. S. DUMBIGAN, Clerk. Nov_ 10-1t 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 amexed ONDINANCE NO. 15.02422 is a full, true and correct copy of the original thereof on file in this office. IN WITHMS WHEREOF, I have become to set my hand, and affixed the official seal of the City and County this 11 day of BECEMBER 1984. (SEAL OF THE CITY AND COURTY OF SAN PRANCISOO) J S Sunnigan Clerk of the Board of Supervisors, City and County of San STATE OF CALIFORNIA, Prancisso CITY AND COURTY OF SAE FRANCISCO) 58. On the 11th day of December in the year One Thousand Nine Rundred and Thirty four, before me, H. I. MULCREVY, County Clerk of the City and County of San Francisco, and ex officio Clerk of the Superior Court of the State of Galifornia, in and for the City and County of San Francisco, personally appeared AMERIO 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 Sen Francisco, known to me to be the Mayor and the Clerk of the Beard of Supervisors of the manicipal 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 memed, and they and each of them acknowledged to me that such municipal corperation ensented the sems. efficial seal at my office in the City and County of Sen Frencisco, State of California, the day and year in this certificate first above written. H I Mulcrovy County Clerk of the City and (REAL ESPERIOR COURT GITY & COUNTY) (OF BAN PRANCISCO, CAL.) County of Sen Francisco, State of California, and ax officio Clerk of the Superior Court of the State of California, in and for the City and County of San Francisco. CONTIFICATE OF ACCEPTANCE (CIVIL CODE 1158) MIZE ZE TO CHATTET, That the Department of Public Works of the State of California hereby con sings to the execution of this loud and accepts the property seconiced therein on behalf of the State of California. IN WITHES MERROF, I have berom to get my hand at Sen Francisco, Calif-MARL LAS KEELY Mirector of Department of Public North By Juo. H. Shegge. District Engineer, esuse, this 16th day of December, 1854. Horica Division of Highenys. corded at Fernant of Sea Mateo County 7121s Company Due 19 1854 at 4 7 M. San Mateo County . F. C. Rice, Recorder by Edith E. Lette, Deputy Recorder 594560 E.Killer, Copylet Find Corrections Of D. V. am. 12/23/34 \$16.000 P.S. I.A. Doo: Shumps Campolled SHOR PHE'S SHOW ZOAR JOINT - BALKUP. SHE SUBSECULAR PARENCE HAVE OF ALAMEDA, & Battonal Meaking Association, as substituted ATTIVITY AND ALAREST AND OF ALAREST, a Sectional Seating Accordance, as substituted in a present trusted under the Dood of Frust heroinefter particularly described, the first play, hereby graphs, of thost variously, to CALIFORNIA PAGENC FIRES AND ENGIS CONTANY, a Corporate, the second party, and to its successors and monigue forwary, all of the estate and inter-tentum to said first party, by or through soid Rood of Street in and to that real property to be the born of Atherens, County of See Major, State of California, and described as followed in the born of Atherens, County of See Major, State of California, and described as followed the seasons.

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