

THIS INDENTURE, made this 31st day of January 1941, by and between Fred Lewis Foster, first party, and John Ernst Steinbeck and Carol J. Steinbeck, second parties,

WITNESSETH: THAT

WHEREAS, first party is the owner of that certain parcel of land in the County of Santa Clara, State of California, described as follows:

The North 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 8, Township 9 South, Range 1 West, Mt Diablo Base and Meridian, and

WHEREAS, second parties are the owners of that certain parcel of land in the County of Santa Clara, State of California, described in the certain Deed dated August 25, 1938, wherein Edna B. Stone of California is the grantor and second parties herein are grantees, and which said Deed is of record in Volume 889 of Official Records, page 340, Santa Clara County Records; and

WHEREAS, there is now a well-defined and improved road leading from the lands now owned by second parties over and across the lands now owned by the first party to the Los Gatos-Santa Cruz Highway, which said road second parties have used for ingress to, and egress from, their said lands, and have maintained, surfaced, and repaired; and

WHEREAS, first party has likewise used said road for ingress to, and egress from, his said lands, and has benefited by the maintaining, surfacing, and repairing of said road;

NOW, THEREFORE, in consideration of the forgoing, first party does hereby grant to second parties, their heirs, assigns, and grantees, the right to use the hereinabove-motioed road, as the same is now established over and across the above-described lands of the first party, for ingress to the above-described lands of the second parties to said Los Gatos-Santa Cruz Highway; and it is further understood and agreed:

1. That first party and his successors in interest shall have the right to use said road for ingress to, and egress from, said lands now owned by first party.
2. That first party shall not be liable for any part or portion of the cost of past, present, or future repairs, improvements, or alterations to said road, it being understood that such exception from liability is personal to first party.
3. That first party, for and in consideration of said repair, improvement, and maintenance of said road, shall not grant to others the right to use said road for ingress to, and egress from, other lands than the tracts hereinabove-mentioned, unless and until second parties have given their written consent thereto.
4. That second parties shall have the right, at any time and all reasonable times, to make any and all repairs, alterations, or improvements to said road as may seem necessary and convenient, and shall have the right to go upon said road or upon first party's land immediately adjacent thereto for the purpose of making such repairs, alterations, or improvements.
5. That the acceptance of the foregoing grant by second parties shall not be an admission or acknowledgement by them that they have no rights to use the said road as it now exists.

IN WITNESS WHEREOF, the parties hereto have executed these presents in duplicate the day and year first above written.

Fred Lewis Foster - First Party
John Ernst Steinbeck \\
Carol Steinbeck / Second Parties

STATE OF CALIFORNIA)SS. On this 31st day of January in the year one thousand nine hundred and forty one before me W. John Whisenant a Notary Public, in and for the County of Santa Clara, personally appeared Fred Lewis Foster known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

(NOTARIAL SEAL) W. John Whisenant, Notary Public in and for the County of Santa Clara, State of California. My commission expires June 3, 1942

STATE OF CALIFORNIA)SS. On this 6th day of February in the year one thousand nine hundred and forty one before me, H. L. Roberts a Notary Public in and for the County of Santa Clara, State of California, residing therein, duly commissioned and sworn, personally appeared John Ernst Steinbeck and Carol Steinbeck husband and wife known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed same.

(NOTARIAL SEAL) H.L. Roberts, Notary Public in and for the County of Santa Clara, State of California. My commission expires August 12, 1942

Filed for the record at the request of San Jose Abstract & Title Insurance Co. February 11, 1941 at 3 minutes past 2 o'clock P.M.