

COPY

MEMORANDUM OF AGREEMENT

COAST DAIRIES & LAND CO.,

with

SANTA CRUZ PORTLAND CEMENT
COMPANY

Dated August 15th, 1905

Recorded at request of Wm. T.
Jeter August 24th, A.D. 1905,
at 29 min past 2 o'clock P.M.
in Vol 8 of Agreements page
256

Santa Cruz County Records
H.C. COOPER
County Recorder

*Water rights to water
of S. V. Creek, et.*

Exception in P.C. Title Insurance

THIS MEMORANDUM OF AGREEMENT, WITNESSETH: That on this FIFTEENTH day of AUGUST, A.D. 1905, the COAST DAIRIES & LAND CO., a Corporation organized under the laws of the State of California, executed to SANTA CRUZ PORTLAND CEMENT COMPANY, a Corporation organized under the laws of the State of California, a deed of grant of certain lands which are a portion of the Rancho San Vicente, situated in the County of Santa Cruz, State of California, containing 97.56 acres, upon which said Cement Company proposes to erect, equip and operate a Mill for the manufacture and sale of cement, and thereafter on said 15th day of August, A.D. 1905, said Land Company executed to Irving A. Bachman, of Nazareth, Northampton County, Pennsylvania, the managing director of said Cement Company, an option for the sale and purchase of other lands of this Corporation, Coast Dairies & Land Co., a portion of which is adjacent to, and a portion of which is adjoining, the lands conveyed to the Santa Cruz Portland Cement Company as aforesaid; it being mutually understood that said Cement Company has acquired said land granted to it as aforesaid, for the purpose of erecting thereon a mill with such appendages and adjuncts as may be necessary for the manufacture, sale and transportation of cement, and that said option to purchase ~~in~~ additional lands has been obtained by said Irving A. Bachman, the managing director of said Cement Company, to provide for alterations, extensions and betterments which may be required or become necessary in the construction and operation of said mill, and in carrying on the business of the manufacture, sale and transportation of cement; and it is further mutually understood that said Coast Dairies & Land Co. intends and proposes to locate and establish a village or town site, or village or town sites, by subdividing into town lots land belonging to it, which is situate convenient to the said land granted as aforesaid to said Cement Company, such lots to be offered for sale, exchange, lease or rent, and sold, exchanged, leased or rented, by said Land Company to such persons as may desire to acquire the same for residence or business, other than

the business of the manufacture and sale of cement; it being especially hereby intended to provide for the comfort and accommodation of the persons who may be employed by said cement company, and engaged in carrying on and conducting the work and business of the construction and operation of said mill, in the manufacture, sale and transportation of cement, and for the families and guests of such persons, by subdivision into town lots as aforesaid of lands for sale, exchange, lease or rent, where residences, boarding houses, hotels, stores, and other business places may be built, established, used and operated, so as to furnish and provide said persons who may be employed as aforesaid, their families, friends and guests, and other persons, whether transient or seeking permanent residence, with homes, supplies, comforts, conveniences, accommodations and investments.

It is expressly understood that said Coast Dairies & Land Co. will not, nor will any member thereof, make any disposition of said lands, directly or indirectly, as or for a place to manufacture cement; and that said cement company will not subdivide, dispose of or use, any of the lands granted ^{to it} as aforesaid, and that said lands designated, mentioned or described in said option, shall not be subdivided, used nor disposed of, for any purpose other than as a location and site for said mill, with such appendages, adjuncts and extensions as may be necessary, in the construction and operation of said mill, and carrying on said business of the manufacture, sale and transportation of cement.

Therefore, in consideration of the premises, and of the mutual benefits received, and to accrue and be derived, in faithfully keeping and carrying out the covenants and agreements hereof, said Coast Dairies & Land Co. hereby grants to said Santa Cruz Portland Cement Company the water of the San Vicente Creek, that will naturally flow from the said Creek without other pressure than that at the point of diversion and dam which may be placed therein, through a pipe eight inches in diameter, together with the right to construct a dam, at such

point on said creek as may be selected by said Cement Company, its successors or assigns, and to divert and conduct the quantity of water that will flow through an eight-inch pipe as aforesaid, from said creek to the cement plant and mill of said Cement Company which may be constructed and installed on said lands of said Cement Company, for free and uninterrupted use in the construction of said mill and operating the business thereof; and said Cement Company may at its option place and maintain, for a period of five years from the fifteenth day of August, A.D. 1905, a pumping station in said San Vicente Creek, at any point it may select on the lands of said Coast Dairies & Land Co., and lay down and maintain a conduit or pipe therefrom, through or over the lands of said Coast Dairies & Land Co., to the said mill of said Cement Company, and take and use the waters of said Creek, not to exceed the quantity that will flow through a pipe eight inches in diameter; such right hereby granted to take and use the waters of said creek by pumping as aforesaid not however to continue after or during the time that such water may be diverted, taken and conducted under the right herein first granted as aforesaid; and it is expressly understood and agreed that in case said mill be not constructed, or if for any cause the business of manufacturing cement thereat, should be abandoned or permanently discontinued, then the said rights hereby granted to the said waters of said creek shall cease, and thereupon and thereby revert to said Coast Dairies & Land Co., its successors or assigns.

Said Coast Dairies & Land Co. shall have the right to take and use the water which may overflow from the waste cistern of said Cement Mill, and conduct such waste water from the overflow pipes of such cistern in a way to not interfere in any manner with the operations or business of said Cement Company. And it is agreed and understood that said Coast Dairies & Land Co. has the right and privilege to construct, place and maintain conduits or flume along the right of way of the railroad or tramroad of said Santa Cruz Portland Cement

Company from its quarry to said Mill, and to conduct water from said creek to and through such conduits or flume, and to lay down pipes or construct a flume through the lands of said Cement Company from said right of way to the lands of said Coast Dairies & Land Co. It is agreed and understood that such conduits, flume or pipes shall be laid, constructed, maintained and kept in repair by said Coast Dairies & Land Co., its successors and assigns, in such condition and manner as not to in any way impede or interfere with the operations or business of said Santa Cruz Portland Cement Company, its successors or assigns, nor cause any damage to the said railroad, tramroad or property of said Cement Company; and in case of accident or damage on account of the location, maintenance or use of such flume or conduits, the loss therefrom, if any occurs to said Cement Company, shall be borne by said Coast Dairies & Land Co., and all necessary repairs to such conduits, pipes or flume shall be promptly made by said Coast Dairies & Land Co., its successors or assigns, or at its cost and expense.

It is understood and agreed that all the stipulations, covenant, promises and agreements hereof, and herein contained, shall bind the said corporate parties hereto, and their and each of their successors and assigns.

IN WITNESS WHEREOF, said Coast Dairies & Land Co. hath caused its corporate name to be hereunto subscribed by James Filippini, acting as its President, and attested by Louis Moretti, its Secretary, each thereunto duly authorized, and said Santa Cruz Portland Cement Company hath caused its corporate name to be hereunto subscribed, by the hand of its President, and attested under its Corporate Seal, by its Secretary, each thereunto duly authorized, this FIFTEENTH day of AUGUST, A.D. one thousand nine hundred and five.

COAST DAIRIES & LAND CO.

S E A L

By James Filippini
ACTING PRESIDENT

ATTEST:-

Louis Moretti,
Secretary

SANTA CRUZ PORTLAND CEMENT CO.

S E A L

By William J. Dingee
President.

ATTEST:-

Frank A. Losh,
Secretary.

I hereby assent and subscribe to all of the stipulations of the above and foregoing agreement, this 15th day of August, A.D. 1905.

IRVING A. BACHMAN -(SEAL)

STATE OF CALIFORNIA

SS

COUNTY OF SANTA CRUZ

On this FIFTEENTH day of AUGUST, in the year one thousand nine hundred and five, before me, H.E. MAKINNEY, a Notary Public, in and for said County of Santa Cruz, personally appeared JAMES FILIPPINI, personally known to me to be the Acting President, and LOUIS MORETTI, personally known to me to be the Secretary, of the Corporation that executed the within instrument, and who are personally known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my Office in the City of Santa Cruz, in said County of Santa Cruz, the day and year in this certificate first above written.

S E A L

H.E. MAKINNEY
NOTARY PUBLIC in and for the County of Santa Cruz, State of California.

STATE OF CALIFORNIA

SS

CITY AND COUNTY OF SAN FRANCISCO

On this 17th day of AUGUST, in the year one thousand nine hundred and five, before me ADELINE COPELAND, a Notary Public, in and for said City and County of San Francisco, personally appeared WILLIAM J. DINGEE, personally known to me to be the President, and FRANK A. LOSH, personally known to me to be the Secretary, of the Corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

STATE OF CALIFORNIA :
City and County of : SS
San Francisco :

On this 17th day of August in the year One Thousand Nine Hundred and five, before me, ADELINE COPELAND, a Notary Public, in and for said City and County, residing therein, duly commissioned and sworn, personally appeared IRVING A. BACHMAN, known to me to be the individual described in, whose name is subscribed to and who executed the annexed instrument, and he acknowledged to me that he executed the same.

SEAL

My commission
expires May 27th,
A.D. 1909.

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

ADELINE COPELAND
Notary Public in and for the City and County
of San Francisco, State of California.
232 Crocker Building.

RECORDED 8/17/05 - Vol. 3 p. 156
OF AGREEMENTS.