THIS AGREEMENT, Made and entered into this 15th day of April, A. D. 1936, by and between MT. DIABLO COMPANY, LTD., a California corporation, hereinafter referred to as the "Vendor," and STATE OF CALIFORNIA, through its STATE PARK COMMISSION, hereinafter referred to as the "Vendee,"

W I T N E S S E T H:

THAT WHEREAS, pursuant to the terms of that certain Agreement dated the 1st day of November, A. D. 1930, in which said Vendor herein is named as Vendor therein, and said Vendee herein is named as Vendee therein, which said Agreement dated the 1st day of November, A. D. 1930, for the sake of brevity, is hereinafter referred to as the "Original Agreement," the said Vendee herein acquired from the said Vendor herein, and is now the owner thereof, the following described pieces or parcels of land, located in the County of Contra Costa, State of California, particularly described as follows, to-wit:

UNIT I:

North half of the Northwest quarter and southwest quarter of northwest quarter of Section Thirteen (13), east half of northeast quarter of Section Fourteen (14), that portion of the southeast quarter of the northwest quarter, southwest quarter, and the west half of the southeast quarter of Section Thirteen (13); and the north half of the northeast quarter of the southeast quarter of Section Fourteen (14) lying northerly and westerly of the meanderings of the Mt. Diablo Scenic Boulevard, including a strip of land twenty feet in width on the northeasterly and southerly side of the said Mt. Diablo Scenic Boulevard where the same meanders through the southeast quarter of the northwest quarter, east half of southwest quarter and west half of southeast quarter of Section Thirteen (13), all in Township One (1) South, Range One (1) West, M. D. M., containing Three hundred and twenty eight (328) acres, more or less.

Together with all that portion of the Mt. Diablo Scenic Boulevard situated on, adjacent to and traversing said above described lands, and including a strip of land thirty (30) feet in width on each side of the center line of said Boulevard.

Together with the right to receive from the present pipe line of the Mt. Diablo Country Club, a corporation, leading from Mountain Springs in Section Twelve (12), Township One (1) South, Range One (1) West, M. D. M., sufficient water to supply one watering trough with tap located at the so-called Rock City Area in the east half of the northeast quarter of Section Fourteen (14) or elsewhere, and being a portion of the same rights as appurtenant to the land and received by W. P. Frick, predecessor in interest to the Vendor, from the Hibernia Savings & Loan Society by deed dated December 26th, 1919, and recorded December 31st, 1919, in Volume 360 of Deeds, page 8, Records of Contra Costa County.

Together with that portion of said Mt. Diablo Scenic Boulevard, consisting of a strip of land thirty (30) feet in width on each side of the center line of said Boulevard, from the Southwesterly boundary of said Unit I to the so-called Green Valley Road of Contra Costa County, a distance of two and five-tenths (2.5) miles.

Together with all springs, water rights and improvements thereon.

UNIT II:

South Half of southwest quarter and south half of southeast quarter of Section Eleven (11); Lot One (1); south half of northwest quarter and southwest quarter of southwest quarter of Section Twelve (12); east half of northwest quarter and west half of the northeast quarter of Section Fourteen (14); that portion of east half of northeast quarter and northeast quarter of southeast quarter of Section Eleven (11) lying easterly of a line, being the continuation of an old fence line on the Rancho Arroyo de las Neuces y Bolbones, said line being approximately nine hundred and sixty (960) feet, more or less, westerly from the east line of said Section Eleven (11), all in Township One (1) South, Range One (1) West, M. D. M., continuing five hundred and sixty and 76/100 (560.76) acres, more or less.

Together with all that portion of the Mt. Diablo Scenic Boulevard situated on and traversing said above described lands.

Together with all springs, water rights and improvements thereon.

UNIT III:

Lots Six (6) and Seven (7); east half of the southwest quarter and fractional southeast quarter of Section One (1); fractional northeast quarter and northeast quarter of northwest quarter of Section Twelve (12); that portion of the Rancho Arroyo de las Neuces y Bólbones lying easterly of an old fence line, said line being (960) feet, more or less, westerly from the continuation of the east line of Section Eleven (11), all in Township One (1) South, Range One (1) West, M. D. M., containing six hundred and 45/100 (600.45) acres, more or less.

Together with all that portion of the Mt. Diablo Scénic Boulevard situated on and traversing said above described lands.

Together with all springs, water rights and improvements thereon, excepting certain springs and the waters thereof located in the southeast quarter of Section One (1), Township One (1) South, Range One (1) West, M. D. M., more particularly described in that certain agreement between W. P. Frick, predecessor in interest of Vendor, and Mt. Diablo Country Club, a corporation, dated March 1st, 1928, which waters are now being diverted through a pipe line of said Mt. Diablo Country Club.

AND WHEREAS, at the time said Original Agreement was entered into, it was contemplated that the Vendee therein would acquire said three (3) units hereinabove described and "Unit IV" hereinafter described for the purpose of acquiring and maintaining said four (4) units as a State Park, said four units being contiguous and constituting as a whole a tract of land adapted for the purpose of a State Park;

AND WHEREAS, during all the times since said Original Agreement was entered into, up to and including the date of the execution of this Agreement, said Vendee herein, and also Vendee therein, has had the use and possession of said three (3) Units heretofore acquired by Vendee, and also of said "Unit IV", together with the boulevards traversing said four Units;

AND WHEREAS, the right or option of Vendee under the terms of said Original Agreement to purchase

said "Unit IV" expired on or about the first day of December, A. D. 1933, said Vendee being unable to exercise the right or option to purchase said "Unit IV" for the reason that funds for the purchase of said "Unit IV" were not available;

AND WHEREAS, Vendee herein is now desirous of purchasing a portion of said "Unit IV" and acquiring the right or option to purchase the remaining portion of said "Unit IV", as hereinafter provided, said "Unit IV" hereinabove referred to, being particularly described as follows, to-wit:

UNIT IV:

Lot Four (4) of Section Thirty-one (31) in Township One (1) North, Range One (1) East, M. D. M., Lots Three (3) Four (4) and Five (5) and southeast quarter of northwest quarter of Section Six (6) in Township One (1) South, Range One (1) East, M. D. M.

That portion of Section Thirty-Six (36) Township One (1) North, Range One (1) West, M.D.M. described as follows: Beginning at the southeast corner of Section Thirty-six (36), Township One (1) North, Range One (1) West; thence along the easterly line of said Section Thirty-six (36) north one hundred and four and 20/100 (104.20) feet; thence leaving said easterly line south 73°41-3/4' West three hundred and seventy-one and 17/100 (371.17) feet to a point on the southerly line of said Section Thirty-six (36); thence along said southerly line east three hundred and fifty-six and 24/100 (356.24) feet to the point of beginning.

Lots One (1) and Two (2) and south half of the northeast quarter; Lot Five (5) and southeast quarter of northwest quarter of Section One (1), in Township One (1) South, Range One (1) West, M. D. M.

Containing four hundred and fifty-three and 49/100 (453.49) acres, more or less.

Together with all that portion of the Mt. Diablo Scenic Boulevard situated on and traversing said above described lands.

Together with all springs, water rights and improvements thereon, excepting, however, the Beacon, with its appurtenances, erected and maintained on the Summit of Mount Diablo by the Standard Oil Company of California, under license heretofore granted by the predecessor in interest of the Vendor;

AND WHEREAS, the Vendor herein is now the owner of said hereinabove described "Unit IV", and is also the owner of that portion of the Mt. Diablo Scenic Boulevard running in a general westerly and northwesterly direction from the westerly boundary of said "Unit III" now constituting a part of the Mount Diablo State Park, through the Rancho de La Nueces Bolbones to a point on the south boundary of Mt. Diablo Tract (as designated on map entitled "R. N. Burgess Company's Map No. 1, Mt. Diablo Boulevard Tract," which map was filed in the office of the Recorder of the County of Contra Costa, State of California, May 6, 1912, in Volume 7 of Maps at page 153), said point being the southwest corner of Lot 30 and the southeast corner of Lot 47 of said Mt. Diablo Boulevard Tract, a distance of approximately 4.8 miles, said road being 60 feet in width to said point, and the continuation of the above described Mt. Diablo Scenic Boulevard beginning at said last mentioned point and running in a general northwesterly direction to the line dividing Lots 21 and 22 as designated on the map above referred to, a distance of approximately 1.6 miles, said road being 50 feet in width for said distance, at which point said boulevard connects with the present road system of Contra Costa County;

AND WHEREAS, for the purpose of carrying out the purpose and intent of this Agreement, said "Unit IV" is divided into two (2) smaller units, designated, respectively, "Unit IV-A" and "Unit IV-B", particularly described as follows, to-wit:

UNIT IV-A:

Lot 4 of Section 31, Township 1, North, Range 1 East.

Lots 3, 4 and 5, and the southeast 1/4 of the Northwest 1/4 of Section 6, Township 1 South, Range 1 East.

Lot 1, and the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 1 South, Range 1 West.

That portion of Section Thirty-six (36) Township One (1) North, Range One (1) West, M. D. M. described as follows: Beginning at the southeast corner of Section Thirty-six (36), Township One (1) North, Range One (1) West; thence along the easterly line of said Section Thirty-six (36) north one hundred and four and 20/100 (104.20) feet; thence leaving said easterly line South 73° 41-3/4' West three hundred and seventy-one and 17/100 (371.17) feet to a point on the southerly line of said Section Thirty-six (36); thence along said southerly line east three hundred and fifty-six and 24/100 (356.24) feet to the point of beginning and containing .43 acres, more or less.

Together with all that portion of the Mt. Diablo Scenic Boulevard situated on and traversing the above described lands.

All of the above described lands containing 303.28 acres, more or less.

Together with all springs, water rights and improvements thereon, excepting, however, the Beacn, with its appurtenances, erected and maintained on the Summit of Mount Diablo by the Standard Oil Company of California, under license heretofore granted by the predecssor in interest of the Vendor.

IT IS EXPRESSLY UNDERSTOOD that there are two (2) Springs, numbered "9" and "10", respectively, located in said "Unit IV", and as far as can be ascertained at this time, in the aforesaid "Unit IV-A", but that it cannot be determined at this time without a survey whether or not said Springs, numbered "9" and "10", respectively, are located in said "Unit IV-A", or in "Unit IV-B" hereinafter described, but that it is the express intention of the parties hereto that said Springs, regardless of whether or not they are located in said "Unit IV-A" or said "Unit IV-B", as said "Units 4-A and 4-B" are herein described, that the conveyance hereinafter provided to be made to the Vendee of "Unit IV-A" shall include said two Springs numbered "9" and "10", respectively, whether or not they

are specifically included therein in the aforesaid description of "Unit IV-A"

UNIT IV-B:

Lots 2 and 5, and the Southeast 1/4 of the Northwest 1/4, and the Southwest 1/4 of the Northeast 1/4 of Section 1, Township 1 South, Range 1, West, M. D. M.

Together with all that portion of the Mt. Diablo Scenic Boulevard situated within the above described lands.

All of the above lands containing 150.21 acres, more or less.

Also, all that portion of the Mt. Diablo Scenic Boulevard, commonly known as the "North Road", referred to in that certain deed dated the 15th day of July 1921, between Oakland and Antioch Land Company, a California corporation, party of the first part, and Walter P. Frick, party of the second part, and recorded the 9th day of August, 1921 in Volume 397 of Deeds, at page 192, Records of Contra Costa County, more particularly described as follows:

Being a strip of land fifty feet wide, and twenty five feet on each side of the center line which is described as follows, to-wit:

BEGINNING at a point on the southerly boundary of the Mount Diablo Boulevard Tract as said tract is shown on the map hereinafter referred to, said point being the southwest corner of Lot No. 30 and the Southeast corner of Lot No. 47, as said lots are delineated and so designated on that certain map entitled "R. N. Burgess Company's Map No. 1, Mount Diablo Boulevard Tract, County of Contra Costa, California," filed May 6, 1921, in the office of the County Recorder of said Contra Costa County; thence No. 25° 14' W. 44.50 feet; thence N. 74° 36' W. 100.90 feet; thence N. 44° 35' W. 237.30 feet; thence N. 24° 31' W. 148.00 feet; thence N. 32° 08' W. 249.80 feet; thence N. 33° 57' W. 184.20 feet; thence N. 56° 52' W. 150.60 feet;

thence No. 30° 31' W. 190.30 feet; thence N. 5° 48' W. 146.00 feet; thence N. 31° 59' W. 395.40 feet; thence N. 39° 17' W. 354.00 feet; thence N. 68° 42' W. 140.00 feet; thence N. 19° 00' W. 98.70 feet; thence N. 43° 54' W. 218.00 feet; thence N. 68° 55' W. 38.20 feet; thence N. 37° 13' W. 136.00 feet; thence N. 48° 04' W. 282.50 feet; thence 236.90 feet measured on the arc of a curve to the left, the radius of which is 358.23 feet; thence N. 85° 58' W. 55.40 feet; thence 242.18 feet, measured on the arc of a curve to the right, the radius of which is 185.53 feet; thence 128.40 feet measured on the arc of a curve to the right, the radius of which is 161.76 feet; thence 220.10 feet measured on the arc of a curve to the left the radius of which is 152.73 feet, thence N. 45° 07' W. 181.50 feet; thence 125.20 feet measured on the arc of a curve to the left the radius of which is 292.97 feet; thence 191.00 feet measured on the arc of a curve to the right, the radius of which is 259.40 feet; thence N. 27° 29' W. 42.10 feet; thence 131.80 feet measured on the arc of a curve to the left the radius of which is 182.70 feet; thence 91.20 feet measured on the arc of a curve to the right the radius of which is 107.90 feet; thence 60.25 feet measured on the arc of a curve to the left the radius of which is 159.13 feet; thence N.42° 04' W. 73.70 feet; thence 177.65 feet measured on the arc of a curve to the right the radius of which is 206.30 feet; thence N. 7° 23' E. 217.60 feet; thence 154.80 feet measured on the arc of a curve to the left the radius of which is 165.30 feet; thence N. 46° 30' W. 147.50 feet; thence 100.30 feet measured on the arc of a curve to the right the radius of which is 160.43 feet; thence N. 10° 31' W. 174.50 feet; thence 168.80 feet measured on the arc of a curve to the right the radius of which is 199.80 feet; thence N. 37° 59' E. 268.70 feet; thence 167.20 feet measured on the arc of a curve to the left the radius of which is 95.40 feet; thence N. 62° 48' W. 225.60 feet; thence 155.75 feet measured on the arc of a curve to the right the radius of which is 659.97 feet; thence 300.00 feet measured on the arc of a curve to the left the radius of which is 1906.60 feet; thence N. 58° 11½' W. 656.30 feet; thence 281.80 feet measured on the arc of a curve to the right the radius of which is 366.74 feet; thence 296.98 feet measured on the arc of a curve to the left the radius of which is 632.00 feet; thence N. 32° 03' W. 298.70 feet; to a point, which said point is the intersection of the line dividing Lots Nos. 21 and 22 as shown on the Map above referred to with the center line of said Mount Diablo Boulevard.

Also a strip of land sixty (60) feet in width, being thirty (30) feet on each side of the center line described in that certain deed from Mount Diablo Development Company, a California corporation, to Mount Diablo Scenic Boulevard Company, a California corporation, dated the 6th day of December, 1916, and recorded the 31st day of March, 1920 in Volume 363 of Deeds, at page 80 of the Records of Contra Costa County, said center line being particularly described as follows, to-wit:

BEGINNING at a point on the West line of Section 12, T. 1 S., R. 1 W., M.D.M., from which point the N. W. corner of said Section 12, bears N. 1° 59' E. - 72.62 feet distant; thence S. 77° 28' W. 186.27 feet; thence N. 55° 53' W. 192.40 feet; thence S. 83° 52' W. 190.41 feet; thence N. 49° 54' W. 119.15 feet; thence N. 7° 53¼' E., 200.11 feet; thence N. 11° 29½' W. 372.08 feet; thence N. 23° 56½' E., 245.95 feet; thence N. 73° 00¾' W. 120.47 feet; thence N. 44° 16¾' W., 281.25 feet; thence N. 83° 53¾'W. 169.95 feet; thence N. 54° 20¾' W. 134.09 feet; thence N. 60° 38½' W. 141.19 feet; thence N. 16° 13¼' W., 114.02 feet; thence S. 69° 26' W., 87.80 feet; thence N. 82° 54½' W., 208.50 feet; thence N. 67° 46½' W. 384.29 feet; thence S. 79° 11½' W. 140.26 feet; thence N. 75° 47¼' W. 324.73 feet; thence N. 61° 17¾' W., 263.25 feet; thence N. 6° 01¾' W., 126.07 feet; thence S. 28° 42½' W. 125.25 feet; thence S. 28° 49' E., 138.45 feet; thence S. 46° 28' E., 176.16 feet; thence S. 54° 34' E., 235.04 feet; thence S. 40° 13' E., 124.90 feet; thence S. 24° 30' E., 117.37 feet; thence S. 38° 11' E., 107.72 feet; thence N. 77° 14¼' E. 177.17 feet; thence S. 5° 47¼' W., 105.21 feet; thence S. 44° 03' E. 177.08 feet; thence S. 35° 38¼' W., 65.21 feet; thence N. 85° 53' W., 172.20 feet; thence N. 75° 42¼' W., 157.20 feet; thence S. 53° 54½' W., 71.56 feet; thence S. 4° 30¾' E. 170.30 feet; thence S. 48° 39' E., 168.15 feet; thence S. 21° 27½' W., 122.38 feet; thence N. 75° 24¼' W., 250.28 feet; thence N. 60° 20¾' W., 191.96 feet; thence S. 82° 07½' W., 172.32 feet; thence N. 59° 36½' W., 128.72 feet; thence N. 32° 06' W., 221.32 feet; thence N. 48° 24½'/W. 146.45 feet; thence S. 24° 19' W., 94.20 feet; thence S. 15° 56' E. 137.32 feet; thence S. 3° 53' W., 139.94 feet; thence S. 33° 29' E., 318.87 feet; thence S. 69° 01¼' E., 230.05 feet; thence S. 4° 03½' E., 49.44 feet; thence S. 49° 57¼' W. 158.90 feet; thence S. 61° 16¾' W. 135.94 feet; thence S. 17° 23¾' E., 184.73 feet; thence S. 30° 06¼' E., 162.40 feet; thence S. 38° 04¾' W., 75.50 feet; thence S. 61° 49' W., 276.00 feet; thence N. 48° 15¾' W. 60.38 feet; thence N. 33° 09¼' E. 80.49 feet; thence N. 1° 43½' E. 99.05 feet; thence N. 68° 04¾' W. 168.39 feet; thence N. 33° 25¾' W. 133.30 feet; thence N. 2° 55¾' E. 204.52 feet; thence N. 79° 57¼' W., 134.20 feet; thence N. 29° 09' W., 422.28 feet; thence N. 54° 28' W. 142.16 feet; thence N. 21° 49½' W., 187.97 feet; thence N. 45° 16' E. 103.83 feet; thence N. 64° 06¾' W. 73.89 feet; thence N. 46° 26' W., 121.10 feet; thence N. 77° 16' W. 182.38 feet; thence N. 17° 03½' W., 132.20 feet; thence S. 89° 59' W., 133.50 feet; thence S. 43° 29' W. 167.00 feet; thence S.

69° 53¼' W. 157.62 feet; thence N. 00° 30¾' E., 174.45 feet; thence N. 12° 03¼' W., 136.98 feet; thence N. 60° 57¾' W., 56.92 feet; thence S. 51° 15¼' W. 106.66 feet; thence N. 32° 23' W., 139.40 feet; thence N. 58° 55½' W., 128.14 feet; thence N. 25° 34¾' W., 246.79 feet; thence N. 18° 03' E. 182.99 feet; thence N. 73° 21½' E., 157.12 feet; thence N. 10° 39½' E. 129.89 feet; thence N. 62° 07½' E. 190.58 feet; thence N. 26° 11½' E. 194.35 feet; thence N. 65° 16½' W., 67.05 feet; thence S. 71° 00¾' W., 165.98 feet; thence N. 77° 37¾' W. 136.14 feet; thence N. 15° 14' W. 158.10 feet; thence N. 64° 03¼' W. 122.08 feet; thence S. 67° 46¾' W. 53.00 feet; thence S. 2° 30' W. 100.64 feet; thence S. 55° 05¼' W., 153.49 feet; thence S. 85° 30½' W., 270.37 feet; thence S. 78° 47' W., 152.00 feet; thence N. 64° 02½' W. 74.64 feet; thence N. 16° 30' W., 152.07 feet; thence S. 77° 09' W. 147.38 feet; thence S. 42° 58¾' W. 217.89 feet; thence S. 63° 35¾' W. 179.71 feet; thence N. 80° 53¾' W., 209.78 feet; thence S. 83° 15¾' W., 148.00 feet; thence N. 54° 10¾' W., 152.74 feet; thence N. 86° 51¼' W. 236.95 feet; thence S. 83° 31' W., 171.62 feet; thence N. 14° 37' W., 163.02 feet; thence N. 86° 47¼' W., 117.18 feet; thence N. 38° 17¼' W., 122.44 feet; thence S. 73° 28¼'W., 202.72 feet; thence N. 67° 36' W., 244.55 feet; thence N. 3° 27½' E. 153.00 feet; thence N. 58° 46¾' W., 208.80 feet; thence N. 44° 30' W., 239.38 feet; thence N. 71° 53¼' W., 376.63 feet; thence N. 27° 52½' W., 212.97 feet; thence N. 24° 55½' E. 319.71 feet; thence N. 9° 50' E. 243.60 feet; thence N. 56° 58¾' E. 121.24 feet; thence S. 90° 13½' E. 96.46 feet; thence S. 47° 06' E., 147.22 feet; thence N. 62° 27¾' E., 69.58 feet; thence N. 10° 32½' W., 384.12 feet; thence N. 55° 32¼' W., 267.97 feet; thence N. 61° 16' W., 248.02 feet; thence N. 36° 18¼' W. 205.70 feet; thence N. 16° 21¾'W., 144.37 feet; thence S. 89° 06¾' W., 104.70 feet; thence N. 59° 54' W. 207.14 feet; thence N. 3° 58½' E., 257.74 feet; thence N. 69° 04' W., 76.78 feet; thence S. 78° 53½' W., 190.35 feet; thence N. 48° 24½' W., 108.75 feet; thence N. 00° 03¼' W., 144.10 feet; thence N. 17° 17¾' E., 134.66 feet; thence N. 65° 31' W., 117.56 feet; thence S. 65° 56½' W., 182.87 feet; thence N. 79° 33' W., 437.98 feet; thence N. 1° 21½' E., 254.28 feet; thence N. 87° 04¼' W., 383.88 feet; thence N. 72° 17' W., 133.27 feet; thence S. 73° 28¼' W. 161.07 feet; thence N. 41° 34¾' W. 120.65 feet; thence N. 16° 28½' W., 273.12 feet; thence S. 86° 51½' W., 335.90 feet; thence N. 28° 43' W., 91.28 feet; thence N. 34° 37' E., 199.38 feet; thence N. 53° 43¼' W., 76.70 feet; thence S. 72° 44¼' W., 210.35 feet; thence S. 58° 36¼' W. 191.48 feet; thence N. 76° 47½' W., 279.40 feet; thence N. 46° 24' W., 430.10 feet; thence N. 35° 19½'W., 197.90 feet; thence N. 32° 40¼' W. 131.05 feet; thence N. 53° 40¼' W., 384.18 feet; to a point on the southerly boundary of Mount Diablo Boulevard Tract, said point being the S. W. corner of Lot No. 30 and the S.E. corner of Lot No. 47, as said lots are delineated and so designated on that certain map entitled, "R.N.Burgess Company's Map No. 1, Mount Diablo Boulevard Tract, Contra Costa County, California. In the Rancho San Miguel" and filed with the Recorder of Contra Costa County, California, May 6, 1912."

THENCE beginning at a point on the West line of Section 12, T. 1 S., R. 1 W., M.D.M., from which point the N. W. corner of said Section 12 bears N. 1° 59' E. 900.63 feet distant; thence S. 70° 32' W., 131.16 feet; thence S. 58° 32' E. 140.47 feet to a point on the West line of said Section 12, from which point the N. W. corner of said Section bears N. 1° 59' E., 1017.81 feet distant,

THENCE, beginning at a point on the West line of Section 12, T. 1 S., R. 1 W., M.D.M., from which point the N.W. corner of said Section 12, bears N. 1° 59' E., 1308.88 feet distant; thence S. 72° 22¼' W., 44.50 feet; thence S. 29° 07½' E., 87.50 feet to a point on the West line of said Section 12, from which point the N. W. corner of said Section bears N. 1° 59' E., 1399.90 feet distant.

THENCE, beginning at a point on the West line of Section 12, T. 1 S., R. 1 W., M. D. M., from which point the N. W. corner of said Section 12 bears N. 1° 59' E., 2075.10 feet distant; thence S. 57° 12¾'W., 183.90 feet; thence S. 10° 39¾' W. 131. 39 feet; thence S. 33° 23½' W., 261.77 feet; thence S. 1° 45¾' W., 160.78 feet; thence S. 40° 44½' W., 596.88 feet; thence S. 6° 06¾' W., 179.19 feet; thence S. 21° 36' E., 173.38 feet; thence S. 39° 49½' W., 192.13 feet; thence S. 20° 14' E., 93.97 feet; thence S. 60° 51' E., 227.76 feet; thence S. 35° 59½' E., 184.85 feet; thence S. 5° 08½' W., 213.02 feet; thence S. 72° 00' E., 180.43 feet; thence S. 37° 49' E., 184.12 feet; thence S. 86° 43' E. 110.32 feet to a point on the West line of Section 12, T 1 S., R. 1 W., M. D. M. from which point the N. W. corner of said Section 12 bears N. 1° 59' E., 4392.00 feet distant.

Said road described hereinabove to be maintained as a public highway.

NOW, THEREFORE, in consideration of the premises and of valuable considerations moving from each party to this Agreement to the other, said parties hereto hereby mutually covenant and agree as follows, to-wit:

First: That Vendor will sell and convey to Vendee, and Vendee will purchase from Vendor and pay therefor the sum of TWENTY THOUSAND SEVEN HUNDRED AND FORTY-FOUR ($20,744.00) DOLLARS said "Unit IV-A" on or before the 31st day of May, A. D. 1936.

Second: In consideration of the purchase of said "Unit IV-A" Vendor hereby agrees to convey by Warranty Deed to said Vendee, at any time Vendee may demand, on or before the 31st day of August, A. D., 1936, for the sum of TWENTY ONE THOUSAND FIVE HUNDRED AND THIRTY SIX ($21,536.00) DOLLARS

to be paid to Vendor on or before said last mentioned date, "Unit IV-B" hereinabove described.

Third: That after the payment of TWENTY THOUSAND SEVEN HUNDRED AND FORTY-FOUR ($20,744.00) DOLLARS has been made to Vendor for said "Unit IV-A", as hereinabove provided, Vendee shall have the possession and use of said "Unit IV-B", including the boulevard for park purposes, until the 31st day of August, A.D. 1936.

Fourth: It is fully understood and agreed by and between the parties hereto that any and all boulevards which Vendee is permitted to have the use of, pursuant to the terms of this Agreement, shall be maintained, during the life of this Agreement, at least in a usable state of repair.

Fifth: It is further expressly understood and agreed, that in the event that Vendee fails to exercise its option to purchase and make payment of the purchase price of said "Unit IV-B," as herinabove provided, then Vendor shall be released from all obligations in law or in equity to cause said "Unit IV-B" to be conveyed to Vendee, and all rights of Vendee to the possession and use of said "Unit IV-B" and the right to the free use of that portion of said Mt. Diablo Scenic Boulevard, constituting a part of said "Unit IV-B", and all equitable and legal interests of said "Unit IV-B", also that portion of the Mt. Diablo Scenic Boulevard particularly described in the last paragraph of the description contained in the aforesaid "Unit IV-B", shall, at the option of the Vendor, revert to and revest in Vendor, without any declaration of forfeiture or act of re-entry, or any other act by Vendor to be performed, and without any

right of Vendee, at law or in equity, of reclamation or recovery of, or compensation for, moneys paid or services performed or improvements placed upon said lands reverting to Vendor, but the moneys paid and improvements erected shall be retained by Vendor as liquidated damages for such failure or default and not as a penalty, and at its option Vendor shall have the right immediately upon any default in performance of the exercise of said option on the part of Vendee, to enter upon the land not purchased and take possession with or without process of law.

Sixth: It is further understood and agreed by and between the parties hereto that as and when conveyance is made of any Unit covered by this Agreement to Vendee, Vendor will furnish a policy of title insurance, at the expense of Vendor, to be issued by Title Insurance & Guaranty Company of San Francisco, covering such Unit or Units, free and clear of all liens and encumbrances, except the following:

(a) State and County taxes for the fiscal year 1930-1931, now constituting a lien on all of the hereinabove described Units of land, and the Mt. Diablo Scenic Boulevard, and all State and County taxes and assessments thereafter assessed or levied against said Units of land and said Mt. Diablo Scenic Boulevard.

(b) Present and existing rights of way and easments for power lines, pipe lines and telephone lines.

(c) Agreement with the Standard Oil Company of California, permitting said company to erect and maintain the beacon on the summit of Mt. Diablo.

That inasmuch as the chairman and the members of the said State Park Commission, the said Vendee herein, in making this Agreement, are acting as State Officers, on behalf of the State, no personal liability by reason thereof, shall be incurred by the said Commissioners, or

either of them, on account of, or by reason of, their making the same, and no personal recourse shall be had against them, or either of them, for any cause on account thereof, and the Vendor hereby accepts the act of said Commission as the act of the State of California and not as the personal act of the said Commission, or either of them.

IN WITNESS WHEREOF, the respective parties to this Agreement have caused the same to be executed by their respective officers thereunto first duly authorized, on the day and in the year hereinabove first written.

EXECUTED IN DUPLICATE

MT. DIABLO COMPANY, LTD.

By _____
President

By _____
Secretary.

STATE OF CALIFORNIA, through its STATEPARK COMMISSION,

By _____

By _____
Secretary