

L E A S E

THIS LEASE, made and entered into this 14th day of June, 1955, by and between THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, a body having corporate powers under the laws of the State of California, party of the first part, hereinafter referred to as "Lessor," and JAMES A. McKELLAR, an unmarried man, party of the second part, hereinafter referred to as "Lessee,"

W I T N E S S E T H:

WHEREAS, Lessor is the owner of the hereinafter described property located in the County of San Mateo, State of California, which Lessee is desirous of leasing for residential purposes;

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties as follows:

1. Description of Property and Term.

For and in consideration of the rent prescribed herein and of the faithful performance by Lessee of the other terms, covenants, agreements and conditions herein contained on the part of Lessee to be kept and performed, Lessor hereby leases unto Lessee and Lessee does hereby hire from Lessor that certain parcel of land being a portion of the lands of The Leland Stanford Junior University located within the boundaries of the County

of San Mateo, State of California, and more particularly described as follows:

PARCEL 103-B, BEING A PORTION OF LOT 103, STANFORD UNIVERSITY.

ALL that certain real property lying and situate in the County of San Mateo, State of California, described as follows:

BEGINNING at a point which bears North $37^{\circ} 40' 37''$ East, 45.15 feet; THENCE South $66^{\circ} 08'$ East, 278.09 feet from the most westerly corner of Lot 1, Block C, as said Lot and Block are shown on that certain map of Lakeshore Hills, Woodside, San Mateo County, California, recorded March 28, 1924, in Volume 11 of Maps at Pages 54 to 57 inclusive, San Mateo County Records;

THENCE from said point of beginning North $31^{\circ} 28' 37''$ East, 429.78 feet to a point in the southwesterly line of Sand Hill Road (shown as Stanford Road on the above described map); THENCE along said southwesterly line, South $24^{\circ} 05' 30''$ East, 317.62 feet to a point in the southwesterly line of Sand Hill Road (San Mateo County Route 51); THENCE on the arc of a curve to the right, with a radius of 960.00 feet through a central angle of $1^{\circ} 23' 49''$, an arc distance of 23.41 feet (a radial line at the point of beginning of said curve bears South $70^{\circ} 05' 08''$ West); THENCE along said southwesterly line of Sand Hill Road (formerly Stanford Road as shown on the above described map) South $13^{\circ} 14'$ East, 159.01 feet; THENCE continuing along said line South $3^{\circ} 46'$ East, 158.38 feet; THENCE leaving the line of said road North $62^{\circ} 53' 06''$ West, 230.43 feet; THENCE North $62^{\circ} 08'$ West 201.20 feet; THENCE North $66^{\circ} 08'$ West 53.25 feet; THENCE North $31^{\circ} 28' 37''$ East, 44.24 feet to the point of beginning.

Containing 3.001 acres more or less.

Together with an easement for the construction and maintenance of gas and water lines over the following described parcel of land:

A strip of land 8 feet in width, measured at right angles, contiguous with, and lying southeasterly and southwesterly respectively from the following described line:

Beginning at a Spring Valley Water Company monument which lies in the Northeasterly line of Portola Road (60 feet wide) at the point of intersection with the northwesterly line of Block A, as said Road and Block are shown on that certain map of Lakeshore Hills, Woodside, San Mateo County, California,

filed for record March 28, 1924, in Volume 11 of maps at pages 54 to 57, inclusive, San Mateo County Records:

Thence from said point of beginning, on and along the Northwesterly line of said Block A and C, North 37° 40' East 488.22 feet, Thence leaving said line, South 66° 08' East 278.09 feet, to a point in the northwesterly line of Lot 103-B.

The purpose of this description is to provide a continuous easement from Portola Road, through parcel 103-E to the Northwesterly line of Parcel 103-B

CONTAINING 3.001 acres, more or less, for a term of ninety-nine (99) years, commencing on the 1st day of June, 1955.

2. Rent.

(a) As gross initial rental for the term of this lease, Lessee has paid to Lessor concurrently with the execution of this instrument the sum of Fifteen Thousand and Five Dollars (\$ 15,005.00), receipt whereof is hereby acknowledged by Lessor. In addition to said initial rental, as a part of the consideration for this lease and as additional rent hereunder, Lessee covenants and agrees to bear, pay and discharge promptly as the same become due and before delinquency all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises or imposts, whether general or special, or ordinary or extraordinary,

of every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature or kind which may be levied, assessed, charged or imposed or may be or become a lien or charge upon the property hereby leased or any part thereof or upon any of the buildings or improvements upon the leased premises or upon the leasehold of Lessee or upon the estate hereby created or upon Lessor by reason of its ownership of the fee underlying this lease, during the term of this lease.

(b) All of the aforesaid taxes, assessments, charges, imposts and levies of whatsoever nature which shall relate to a fiscal year during which the term of this lease shall commence or terminate shall be pro-rated between Lessor and Lessee and Lessee shall pay only such portion of said taxes, assessments, charges, imposts and levies as shall relate to the portion of the fiscal year represented by the calendar period during which this lease shall be in effect.

(c) If Lessee desires to contest any tax, assessment, charge or other item to be paid by him as above provided, he shall notify Lessor of his intention so to do at least fifteen (15) days before delinquency thereof. In such case Lessee shall not be in default hereunder, and Lessor shall not pay such tax, assessment, charge or other item until five (5) days after the determination of the validity thereof, within which time Lessee shall pay and discharge such tax, assessment, charge or

item to the extent held to be valid and all penalties, interest and costs in connection therewith; but the payment of any such tax, assessment, charge or other item, together with penalties, interest and costs, shall not in any case be delayed until sale is made of the whole or any part of the property hereby leased on account thereof and any such delay shall be a default by Lessee hereunder. In the event of any such contest, Lessee shall protect and indemnify Lessor against all loss, cost, expense and damage resulting therefrom and, upon notice from Lessor so to do, shall furnish Lessor a bond with good and sufficient corporate surety satisfactory to the Lessor in double the amount of the tax, assessment, charge or item contested, conditioned that Lessee shall pay such tax, assessment, charge or other item and all penalties and interest thereon and costs in connection therewith and shall protect and indemnify Lessor as above required.

(d) Lessee shall obtain and deliver to Lessor receipts or duplicate receipts for all taxes, assessments, charges and other items required to be paid by Lessee promptly upon the payment thereof.

(e) If at any time during the term of this lease any governmental subdivision or proposed governmental subdivision shall undertake to create a municipal corporation, improvement or special assessment district the proposed boundaries of which shall include the property leased hereunder, Lessee shall be entitled to appear in any

proceeding relating thereto and to exercise all rights of a landowner to have the leased premises included in or excluded from the proposed municipal corporation, improvement or assessment district or to determine the degree of benefit to the leased premises resulting therefrom. However, Lessor retains to itself an independent right, but shall be under no obligation, to appear in any such proceeding for the purpose of seeking inclusion of the leased premises in, or exclusion of the leased premises from, any proposed improvement or special assessment district or of determining the degree of benefit therefrom to the leased premises. The party receiving any notice or other information relating to the proposed creation of any improvement or special assessment district, the proposed boundaries of which include the property leased hereunder, shall promptly advise the other party in writing of such receipt. If any tax, assessment, charge, levy or impost made against the leased premises to finance such a special improvement shall be payable in installments over a period of time extending beyond the term of this lease, Lessee shall only be required to pay such installments thereof as shall become due and payable during the term of this lease.

3. Use.

The herein described premises are leased to Lessee for the purpose of constructing and maintaining thereon a residence. There shall be included in the right to construct and maintain a residence granted

hereunder the right to erect, maintain and use on the leased premises such usual buildings and other improvements supplemental to a residence as shall be permitted from time to time by applicable zoning laws. The leased premises shall be used for no other purpose. No portion of said premises shall be used for any commercial or industrial purpose. Lessee covenants and agrees that no spirituous, vinous, malt or other intoxicating liquors shall be manufactured or sold in, on or about the leased premises.

4. Construction of Improvements.

The residence and improvements to be constructed on the leased premises shall be constructed at the sole cost and expense of Lessee. Prior to construction thereof, Lessee shall submit to Lessor for its approval plans and specifications therefor. Lessor shall have thirty (30) days after receipt of said plans and specifications within which to notify Lessee in writing that it disapproves the same because the proposed exterior construction is deemed inappropriate in design and, if such notice is so given, Lessee shall not proceed with construction until the objections of Lessor are remedied, but, unless such notice of disapproval is so given within said thirty (30) day period, or, if Lessor gives its earlier approval in writing of said plans and specifications, Lessee may proceed with construction. Lessor agrees that it shall not unreasonably withhold its approval hereunder.

5. Additional Improvements or Alterations.

Lessee shall have the right from time to time during the term of this lease to remove the then existing residence or improvements from the leased premises and to leave the land vacant or to erect a new residence or improvements thereon, and to make alterations or additions to the existing residence or improvements, provided, however, that if any project involves the erection of a new residence, the erection of material new improvements or a material alteration or addition to the exterior design of the existing residence or improvements, Lessee shall in each such case first submit the general plans and specifications therefor to Lessor and Lessor shall have thirty (30) days thereafter within which to notify the Lessee in writing that it disapproves said plans and specifications because the proposed exterior construction or alteration or improvement is not deemed appropriate in design and if such notice is so given Lessee shall not proceed with construction until the objection of Lessor is remedied, but unless such notice of disapproval is so given, or if Lessor gives its earlier approval in writing of said plans and specifications, Lessee may proceed with construction. Lessor agrees that it shall not unreasonably withhold its approval hereunder.

6. Repairs, Governmental Regulation, Waste.

(a) Lessee shall, during the term of this lease, at his own cost and expense, and without any cost or expense to Lessor,

(1) Keep and maintain the leased premises, the residence and improvements and all appurtenances thereto and the grounds thereof in good and neat order and repair and in an attractive and sanitary condition, normal and usual depreciation and wear and tear excepted, provided, however, that Lessee shall have the right at any time completely to take down, demolish and remove any residence, building or improvement on the leased premises and to leave the premises entirely bare of any structure. Lessor shall allow no nuisances to exist or be maintained on the leased premises. Lessor shall not be called upon to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the leased premises or the residence or improvements thereon, and Lessee hereby expressly waives all right to make repairs at the expense of Lessor under Sections 1941 and 1942 of the California Civil Code. The time during which the Lessee is actually and necessarily delayed in making such repairs by any of the following: fire, earthquake, acts of God, the elements, war or civil disturbance, strikes or other labor disturbances, economic controls making it impossible to obtain the necessary labor or materials, or other events beyond the control of Lessee, shall be excluded in determining the reasonable time for commencing or completing such repairs, but, except for such delay, Lessee shall in all cases proceed promptly therewith and shall diligently carry the same to completion.

(2) Comply and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the leased premises, the improvements thereon or any activity or condition on or in said premises.

(b) Lessee agrees that he will not commit or permit waste upon the leased premises other than to the extent necessary for the removal of said residence or improvements upon said premises.

(c) Lessee agrees not to place any sign or advertisement upon any portion of the leased premises without first having obtained the consent in writing of Lessor, provided, however, that this restriction shall not apply to (1) any sign of reasonable size posted at the entrance or entrances of the leased premises which states the name of the Lessee; (2) "No Trespassing" signs of reasonable size posted along the boundary of the leased premises, or (3) any "For Sale" or "For Rent" sign of reasonable size posted at the entrance or entrances of the leased premises.

7. Public Utilities.

All water, gas, electricity, telephone or other public utilities used upon or furnished to the leased premises during the term hereof shall be paid for by the Lessee.

8. Mechanics' and Other Liens.

(a) Lessee covenants and agrees to keep all of the leased premises and every part thereof and the residence

and other improvements thereon free and clear of and from any and all mechanics', materialmen's and other liens for work or labor done, services performed, materials, appliances, teams or power contributed, used or furnished to be used in or about said premises for or in connection with any operations of the Lessee, any alteration, improvement or repairs or additions which Lessee may make or permit or cause to be made, or any work or construction, by, for or permitted by Lessee on or about the leased premises, and at all times promptly and fully to pay and discharge any and all claims upon which any such lien may or could be based, and to save and hold the Lessor and all of the leased premises, said residence and improvements thereon free and harmless of and from any and all such liens and claims of liens and suits or other proceedings pertaining thereto. Lessee covenants and agrees to give Lessor written notice not less than ten (10) days in advance of the commencement of any construction, alteration, addition, improvement or repair costing in excess of One Thousand Dollars (\$1,000) in order that Lessor may post appropriate notices of Lessor's non-responsibility. Lessee further agrees that if so requested by Lessor he will obtain, at his sole expense, a corporate surety bond satisfactory to Lessor sufficient to protect the leased premises from any mechanics', materialmen's or other liens of the type hereinbefore described in this paragraph 8(a).

(b) If Lessee desires to contest any such lien, he shall notify Lessor of his intention so to do within

ten (10) days after the filing of such lien. In such case Lessee shall not be in default hereunder, and Lessor shall not satisfy and discharge such lien until five (5) days after the final determination of the validity thereof when Lessee shall satisfy and discharge such lien to the extent held valid; but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had upon any judgment rendered thereon, and such delay shall be a default of Lessee hereunder. In the event of any such contest, Lessee shall protect and indemnify Lessor against all loss, cost, expense and damage resulting therefrom and, upon receipt of notice so to do, shall furnish Lessor a corporate surety bond satisfactory to Lessor, in double the amount of the lien contested, conditioned that Lessee shall satisfy and discharge such lien and shall protect and indemnify Lessor as herein required.

(c) No mechanics' or materialmen's liens or mortgages, deeds of trust, or other liens of any character whatsoever created or suffered by Lessee shall in any way, or to any extent, affect the interest or rights of Lessor in said residence or other improvements on the leased premises, or attach to or affect its title to or rights in said premises.

(d) The mechanics' lien bond provided for herein shall be issued by such good, responsible and standard company as may be approved by Lessor and shall

be payable to Lessor. Said bond shall be subject to Lessor's approval as to form and substance and shall expressly provide that it shall not be cancelled or altered without thirty (30) days' prior written notice to Lessor. Upon issuance thereof said bond shall be delivered to Lessor for retention by it.

9. Liability.

(a) The liability hereunder of each person holding any interest in the leased premises as Lessee shall be joint and several.

(b) Lessee covenants and agrees that Lessor shall not at any time or to any extent whatsoever be liable, responsible or in any wise accountable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whosoever may at any time during the term of this lease be using or occupying or visiting the leased premises or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in anywise result from or arise out of any act, omission or negligence of Lessee or of any occupant, assignee, sublessee, visitor or user of any portion of the leased premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall forever indemnify, defend, hold and save Lessor free and harmless of, from and against any and all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage. Lessee

hereby waives all claims against Lessor for damages to the residence and improvements that are hereafter placed or built upon the leased premises and to the property of Lessee in, upon or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time during the term of this lease.

10. Assignment - Successors and Assigns.

(a) Voluntary Assignment.

(1) Lessee shall have the right to assign this lease or to execute a sublease of all of the leased premises. Any such assignment or sublease shall be upon the following terms and conditions: (i) All of the terms, covenants, agreements and conditions of this lease shall be binding upon any such assignee or sublessee; (ii) upon execution of any such assignment or sublease, Lessee, or any successor in interest to Lessee executing such assignment or sublease, shall forthwith give written notice thereof to Lessor and concurrently therewith shall deliver to Lessor a duly executed copy of such instrument of assignment or sublease.

(2) Upon each assignment of this lease, the terms, covenants, agreements and conditions of this lease shall be assumed in writing by the assignee who shall also assume in writing all claims, demands, liabilities, or obligations of any character which have arisen out of transactions or events occurring prior to or which may arise out of transactions or events occurring subsequent to such assignment under the provisions of this lease with regard to the leased premises,

and Lessee or any subsequent assignor, as the case may be, shall thereupon be relieved of any and all future claims, demands, liabilities or obligations hereunder, but shall remain liable for all such claims, demands, liabilities or obligations, arising out of transactions or events occurring prior to or at the date of such assignment. A duly executed copy of such assumption by the assignee shall be forwarded to Lessor, together with the notice hereinabove in this paragraph 10(a)(1) provided for.

(3) Upon any sublease of the leased premises, Lessee shall remain fully obligated under and be bound by all the terms, covenants, agreements and conditions herein contained.

(b) Involuntary Assignment.

(1) Neither this lease nor the leasehold estate of Lessee nor any interest of Lessee hereunder in the leased premises or any buildings or improvements thereon shall be subject to involuntary assignment, transfer or sale or to assignment, transfer or sale by operation of law in any manner whatsoever and any such attempted involuntary assignment, transfer or sale shall be void and of no effect.

(2) Without limiting the generality of the provisions of the preceding subparagraph (1), Lessee covenants and agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against the Lessee, and, if against the Lessee, said proceedings shall not be dismissed before an adjudication in bankruptcy, or in

the event the Lessee be adjudged insolvent or make an assignment for the benefit of his creditors, or if a writ of attachment or execution be levied on the leasehold estate hereby created and be not released or satisfied within forty-five (45) days thereafter, or if a receiver be appointed in any proceeding or action to which the Lessee is a party, with authority to take possession or control of the leased premises, and such receiver be not discharged within a period of forty-five (45) days after his appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding subparagraph (1) shall be deemed to constitute a breach of this lease by Lessee and shall, at the election of Lessor, but not otherwise, ipso facto, and without notice or entry or other action of Lessor terminate this lease and also all rights of Lessee under this lease and in and to the leased premises and also all rights of any and all persons claiming under Lessee.

(c) Successors and Assigns.

The terms, covenants, agreements and conditions in this lease contained shall be binding upon, inure to the benefit of and apply to the successors and assigns of Lessor and shall, upon the death of Lessee or upon the death of any person holding an interest in the leased premises under and pursuant to any assignment or sublease executed by Lessee in accordance with the provisions of this lease or under and pursuant to any subsequent reassignment or sublease, be binding upon, inure to the benefit of,

and apply to the respective heirs, successors, executors, administrators and assigns of Lessee or of such assignees or sublessees, as the case may be. All references in this lease to "Lessee" shall be deemed to refer to and include heirs, successors, executors, administrators, assigns and sublessees, of Lessee, without specific mention of such heirs, successors, executors, administrators or sublessees.

11. Performance by Lessor.

In the event that Lessee shall fail or neglect to do or perform any act or thing herein provided by him to be done or performed and such failure shall continue for a period of sixty (60) days after written notice from Lessor specifying the nature of the act or thing to be done or performed, then Lessor may, but shall not be required to, do or perform or cause to be done or performed such act or thing (entering upon the leased premises for such purposes, if Lessor shall so elect), and Lessor shall not be or be held liable or in any way responsible for any loss, inconvenience, annoyance or damage resulting to Lessee on account thereof, and Lessee shall repay to Lessor upon demand the entire cost and expense thereof, including compensation to the agents and servants of Lessor. Any act or thing done by Lessor pursuant to the provisions of this paragraph shall not be or be construed as a waiver of any such default by Lessee, or as a waiver of any covenant, term or condition herein contained or of the performance

thereof. All amounts payable by Lessee to Lessor under any of the provisions of this lease, if not paid when the same become due as in this lease provided, shall bear interest from the date the same become due until paid at the rate of six per cent (6%) per annum, compounded annually.

12. Waiver.

Lessee further covenants and agrees that if Lessor fails or neglects for any reason to take advantage of any of the terms hereof providing for the termination of this lease or for the termination or forfeiture of the estate hereby leased, or if Lessor, having the right to declare this lease terminated or the estate hereby leased, terminated or forfeited, shall fail so to do, any such failure or neglect of Lessor shall not be or be deemed or be construed to be a waiver of any cause for the termination of this lease or for the termination or forfeiture of the estate hereby leased subsequently arising, or as a waiver of any of the covenants, terms or conditions of this lease or of the performance thereof; and that none of the covenants, terms or conditions of this lease can be waived except by the written consent of Lessor.

13. Termination for a Default.

In the event that Lessee shall fail or neglect to observe, keep or perform any of the covenants, terms or conditions herein contained on his part to be observed,

kept or performed, and such default shall continue for a period of one hundred twenty (120) days after written notice from Lessor setting forth the nature of Lessee's default, then and in any such event, Lessor shall have the right at its option, upon written notice to Lessee, forthwith to terminate this lease and all rights of Lessee hereunder shall thereupon cease and Lessor without further notice to Lessee shall have the right immediately to enter into and upon the leased premises and take possession thereof with or without process of law and to remove all personal property from the leased premises and all persons occupying said premises and to use all necessary force therefor and in all respects to take the actual, full and exclusive possession of the leased premises and every part thereof as of Lessor's original estate, without incurring any liability to Lessee or to any persons occupying or using the leased premises for any damage caused or sustained by reason of such entry upon the leased premises or such removal of such property or persons therefrom; and Lessee hereby covenants and agrees to indemnify and save harmless Lessor from all cost, loss or damage whatsoever arising or occasioned thereby.

14. Execution of Mortgages.

Following execution of this lease and payment of the gross initial rental hereinabove in paragraph 2 provided, Lessee may execute mortgages or deeds of trust, such mortgages or deeds of trust being hereinafter referred to collectively

as the "mortgage," in favor of any reputable lending institution upon his leasehold interest for any purpose. Upon execution of each and every mortgage, Lessee shall forthwith give notice thereof to Lessor and concurrently therewith shall deliver a duly executed copy of the mortgage to Lessor, together with a notice of the address to which any notice, demand or other writing should be sent by Lessor to the mortgagee or beneficiary; upon release of Lessee's leasehold interest from the lien of the mortgage, Lessee shall forthwith give notice thereof to Lessor, together with written evidence of such release. Following receipt of said notice of execution of the mortgage and said notice of address, and prior to receipt of said notice of release thereof, Lessor shall mail a copy of each notice provided for in paragraphs 8, 11 and 13 hereof to the mortgagee or beneficiary specified by Lessee in his notice of mortgage at the address specified in said notice of address, and such mortgagee or beneficiary shall have the right to do or perform in the same manner as Lessee any act or thing required by the provisions of this lease to be done or performed by Lessee.

15. Inspection of Premises.

Lessor shall be entitled, at all reasonable times, to go upon and into the leased premises for the purpose of inspecting the same, or for the purpose of inspecting the performance by Lessee of the terms and conditions of this lease, or for the purpose of posting and keeping posted

thereon notices of non-responsibility for any construction, alteration or repair thereof, as required or permitted by any law or ordinance, and during the last two (2) years of the term hereof for the purpose of exhibiting the said property to prospective lessees thereof.

16. Delivery of Possession of Premises.

Lessor agrees to deliver possession of the leased premises to Lessee upon the effective date of this lease and if said premises are at such date occupied by any person, whether under claim of right emanating from Lessor or otherwise, Lessor shall at its sole cost and expense remove any such person from the leased premises.

17. Covenants of Parties.

Lessor covenants and agrees to keep and perform all the terms and conditions hereof on its part to be kept and performed, and that Lessee, paying the rent in the amount, at the times and in the manner herein provided and keeping and performing all the terms and conditions hereof on his part to be kept and performed, may, subject to the terms and conditions hereof, have and hold the property hereby leased, for the term hereof, without let or hindrance by Lessor.

Lessee covenants and agrees to pay the rent and all other sums required to be paid by Lessee hereunder in the amounts, at the times and in the manner herein provided and to keep and perform all the terms and conditions hereof on his part to be kept and performed, and, at the expiration

or sooner termination of this lease, peaceably and quietly to quit and surrender to Lessor the property hereby leased, together with all buildings and improvements hereafter constructed and then existing thereon, in good order and condition, reasonable use and wear thereof and damage by fire, act of God or by the elements excepted, subject to the other provisions of this lease. The performance of each and every covenant of Lessee hereunder shall be a condition for non-performance of which this lease may be terminated, as in this lease provided.

18. Attorney's Fees.

If any action at law or in equity shall be brought to recover any rent under this lease, or for or on account of any breach of or to enforce or interpret any of the covenants, terms or conditions of this lease, or for the recovery of the possession of the leased premises, the prevailing party shall be entitled to recover from the other party as a part of the prevailing party's costs a reasonable attorney's fee, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

19. Mineral Rights Reserved by Lessor.

Lessor expressly reserves the sole and exclusive right to mine or otherwise produce or extract by any means whatsoever, whether by slant drilling or otherwise, oil, gas, hydrocarbons and other minerals (of whatsoever character) in or under or from the leased premises, such

mining, production or extraction to be for the sole benefit of Lessor without obligation to pay Lessee for any or all of the substances so mined, produced or extracted; provided, however, that none of the operations for such mining, production or extraction shall be conducted from the surface of the leased premises, but only at such depth beneath the land surface as not to interfere with the use or stability of the residence or any other building or improvements on the leased premises or Lessee's use thereof.

20. Ownership of Buildings.

The residence and improvements hereafter situated upon the land hereby leased shall be and become a part of the leased premises and Lessee shall have only a leasehold interest therein, subject to all the terms and conditions of this lease. Whenever Lessee shall repair, reconstruct, remove, alter or rebuild or restore said residence or improvements, or any improvement, as in this lease required or permitted, the material and salvage therefrom may be used, sold or disposed of in any manner desired by Lessee.

21. Lessee's Fixtures.

Lessee, at any time when Lessee is not in default hereunder, may remove from the leased premises any fixtures or equipment installed therein by Lessee, whether or not such fixtures are fastened to the residence or other improvements located upon the leased premises and regardless of the manner in which they are so fastened; provided, however that any ordinary and customary residential fixtures

removed by Lessee shall be replaced by Lessee with suitable fixtures of equal value and utility unless the entire structure in which the fixtures are located is removed and provided, further, that under no circumstances shall any fixtures be removed without Lessor's written consent if the removal thereof would result in impairing the structural strength of the residence or improvements upon the leased premises. Lessee shall fully repair any damage occasioned by the removal of any such fixtures and shall leave the residence or improvements in a good, clean and neat condition.

22. Time of the Essence.

Time is hereby expressly declared to be of the essence of this lease and of each and every covenant, term, condition and provision hereof.

23. Notices, etc.

All notices, demands or other writings in this lease provided to be given or made or sent, or which may be given or made or sent by the parties hereto, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To Lessor:	Stanford University Stanford, California
To Lessee:	563 Oak Grove Avenue Menlo Park, California

to assignees and sublessees at their respective addresses

to be set forth in the notices provided for in paragraph 10(a) hereof and to mortgagees and beneficiaries at their respective addresses to be set forth in the notices provided for in paragraph 14 hereof. The address to which any notice, demand or other writing may be given or made or sent to any party may be changed upon written notice given by such party as above provided.

24. Utility Easements.

Lessee, at no expense to Lessor, shall arrange for the installation of all public utility services, Lessor to grant such easements and rights of way over the leased premises as may be necessary therefor.

25. Meaning of Terms.

Whenever the context so requires, the masculine gender shall include the feminine and the neuter, and the singular number shall include the plural and the plural, the singular.

26. Paragraph Headings.

The paragraph headings of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of this lease.

27. Lease Construed as Whole.

The language in all parts of this lease shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against either Lessor or Lessee.

28. Remedies Cumulative.

All remedies hereinbefore conferred upon Lessor shall be deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first hereinabove written.

Approved as to form:

THE BOARD OF TRUSTEES OF THE
LELAND STANFORD JUNIOR UNIVERSITY

Robert M. ...
James ...
...
...
...

By John ...
Its President
By ...
Its ...

LESSOR

(Seal)

James ...
...

LESSEE

28. Remedies Cumulative.

All remedies hereinbefore conferred upon Lessor shall be deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first hereinabove written.

Approved as to form:

Robert Minge Brown

Colbert Coldwell

J. E. Cushing

A. E. Brandin

J. E. Wallace Sterling

THE BOARD OF TRUSTEES OF THE
LELAND STANFORD JUNIOR UNIVERSITY

By John E. Cushing
Its Vice President

By Ira S. Lillick
Its Secretary

LESSOR

(Seal)

James A. McKellar

LESSEE

STATE OF CALIFORNIA)
City and County of San Francisco) ss.

On this 14th day of June, 1955,
before me, IRENE M. WOOD, a Notary
Public in and for the said City, County and State,
residing therein, duly commissioned and sworn, per-
sonally appeared JOHN E. CUSHING and
IRA S. LILLICK, known to me to be the
Vice President and Secretary,
respectively, of THE BOARD OF TRUSTEES OF THE LELAND STANFORD
JUNIOR UNIVERSITY, a body having corporate powers described
in and that executed the within and foregoing instrument,
and also known to me to be the persons who executed the
within and foregoing instrument on behalf of said Board,
and acknowledged to me that said Board executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed my official seal at my office in said City,
County and State, the day and year in this certificate
first above written.

Irene M. Wood
NOTARY PUBLIC
in and for the City and County of
San Francisco, State of California.

(Notarial Seal)

BY IRENE M. WOOD
Notary Public

STATE OF CALIFORNIA }
County of San Mateo } ss.

On this 1st day of June, 1955,
before me, Mina M. Norton, a Notary
Public in and for said County and State, residing therein,
duly commissioned and sworn, personally appeared JAMES A.
McKELLAR, an unmarried man, known to me to be the person
described in and who executed the foregoing instrument
and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed my official seal in said County and State the
day and year in this certificate first above written.

Mina M. Norton
NOTARY PUBLIC
in and for the County of San
Mateo, State of California.

(Notarial Seal)