

height that its wires shall be at least twenty (20) feet above the surface of the ground; that the poles carrying said wires shall be set in the ground at least six (6) feet and will be securely guyed, braced or anchored so that no strain will be on the electric wires, except their own weight, and if the Grantors, their heirs, administrators or assigns, should at any time after the date of this instrument locate and construct a railroad over its lands and crossing the pole lines of the Electric Company, the Electric Company will raise its wires and make such changes in the location of its poles as will conform to the specifications and rules usually employed on all high tension electric wire crossings of Railroads with telegraph lines.

Second: The Electric Company shall at all times indemnify the Grantors, their heirs, administrators and assigns, against all loss, cost, damage or expense which said Grantors, their heirs, administrators and assigns, may hereafter sustain to their own property or to that in their custody, or to any property located or situated on their lands, crossed by or adjoining said power lines, or by reason of personal injury to themselves or to their agents, employees, or persons, or to their business, in any manner arising growing out of or resulting from the existence or manner of maintenance or breakage or any wires or other appliance erected by the Electric Company under or by virtue of this permit, whether such loss, cost, damage or expense is caused in whole or in part by the fault or negligence of the Electric Company, its servants or employees in constructing or maintaining the wires or fixtures on or along the power lines crossing the land aforesaid, or otherwise, and that in any case any claims are made, or action or suits brought against the Grantors, their heirs, administrators, and assigns, for any loss, cost, damage or expense arising as aforesaid, they may give written notice thereof to the Electric Company, and thereupon the Electric Company, shall and will at their own cost and expense settle all claims or defend any and all actions or suits which may be asserted, brought or prosecuted against the Grantors, their heirs, administrators and assigns, on account of any matter or thing arising as aforesaid.

IN WITNESS WHEREOF the Grantors have hereunto signed their names and attached their seals, and the Electric Company has caused these presents to be executed by their proper Officers thereunto duly authorized this 25 day of February, 1913.

Witnesses:

N.C. Soule as to J.P. &
Annie L. O'Brien

J.W. Pease as to
R. Blaisdell & Lilian L.
Blaisdell

J.P. O'Brien (Seal)
Annie L. O'Brien (Seal)
R. Blaisdell (Seal)
Lilian L. Blaisdell (Seal)

Witnesses:

Northwestern Electric Company.

(Corporate)
(Seal)

By H.A. Mitchell President.
Attest: R.E. Wallace
Secretary.

Approved as to Form,
A.C. Spencer
General Attorney.

Approved as to Description
J.W. Morrow
Tax & right of way Agent.

State of California)
City and County of San Francisco) ss

On this 22nd day of November, A.D. 1912 before me appeared H.A. Mitchell and R.E. Wallace, both to me personally known, who being duly sworn, did say that he, the said H.A. Mitchell is the President, and he, the said R.E. Wallace is the secretary of the Northwestern Electric Company, the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said H.A. Mitchell and R.E. Wallace, acknowledged said instrument to be the free act and deed of said Corporation.