

Description approved
J. W. Morrow
Tax & Right of way Agt.

and no more than
and no more than Fifty (50) feet apart from center to center of poles, as shown in yellow color on the blue print hereto attached, which blue print is hereby made a part of this instrument; the course of the more southerly of said pole lines is particularly described as follows:

Beginning at a point on the west line of said Lot Three (3), Section Twenty-five (25), Township Three (3) North, Range Nine (9) East, W.M., Sixty-two and five-tenths (62.5) feet, more or less, South of the Northwest corner of said Lot Three (3); thence East and parallel with the North line of said Lot Three (3), Twelve Hundred seventy-nine (1279) feet, more or less, to a point approximately on the West line of said Lot Four (4), if produced South, and Sixty-two and five-tenths (62.5) feet, more or less, South of the Southwest corner of said Lot Four (4) of said Section Twenty-five (25), Township and Range aforesaid; thence North Forty-three degrees and twenty minutes ($43^{\circ} 20'$) East, Eleven Hundred thirty-five (1135) feet, more or less, to a point; thence North Sixty-eight degrees fifty minutes ($68^{\circ} 50'$) East, Five Hundred Seventy (570) feet, more or less, to a point on the East line of said Lot Four (4) (the fractional Northwest quarter of the Southeast quarter- $NW\frac{1}{4}$ $SE\frac{1}{4}$) of said Section Twenty-five (25), Township and Range aforesaid, One Hundred Ten (110) feet, more or less, North of the center line of the Railway of the Spokane, Portland & Seattle Railway Company;

And permission is hereby granted the Electric Company its agents and employees, to enter upon said lands, to construct place and erect said pole lines and to cut and remove such brush and trees from said lands as may be necessary in constructing, maintaining and protecting said lines from damage. The right of entry upon said lands along said lines at all times after the construction thereof for the purpose of maintaining and repairing the same is hereby granted the Electric Company, its successors and assigns, and their employees.

As a further consideration for these presents the Electric Company agrees to and with the grantors:

First: That it will construct and at all times maintain its lines over and across said lands in a substantial and up to date manner with first class material; that its poles shall be of such a 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 and anchored so that no strain will be on the electric wires, except their own weight and if the grantors, their heirs or assigns, should at any time after the date of this instrument locate and construct a Railroad over their 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: That it will at all times indemnify the Grantors, their heirs or assigns, against all loss, cost, damage or expense which said Grantors, their heirs or assigns, may hereafter sustain to their own property or to that in their custody, or to any property located or situated on their lands crosses by or adjoining said power lines, or by reason of personal injury to themselves, ^{or to their agents, employees or other persons,} or to their business, in any manner arising, growing out of or resulting from the existence or maintenance or breakage of any wire or other appliances 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 lands aforesaid, or otherwise, and that