

including water and fuel pipe lines and conduits, and telegraph, telephone, signal, power transmission and other electric lines, and other railroad facilities and structures of any kind, upon, along or across any or all parts of said land above described, all of any of which may be freely used at any time or times by First Party or its successors without liability to Second Party or to any one else for compensation or damage, provided said pipe line shall not be interfered with except as necessary during work on said railroad and appurtenances.

Should Second Party at any time abandon the use of the said land, or any part thereof, or fail at any time to use the same for said purpose for a continuous period of one year, the right hereby given shall cease to the extent of the use so abandoned or discontinued, and the First Party shall at once have the right, in addition to but not in qualification of the rights hereinabove reserved, to resume exclusive possession of the said land, or the part thereof, the use of which is so discontinued or abandoned.

Second Party shall maintain said pipe line and keep the same in good condition and repair on the premises hereinabove described so long as the same shall be maintained thereon, and shall indemnify and save harmless the First Party from and against any and all loss, damage, liability, cost or expense which said First Party may sustain or bear, or to which it may be put, resulting directly or indirectly from or in any manner connected with the construction, maintenance, repair, renewal, use or op-

creation of said pipe line

This instrument is subject to all existing contracts, leases, liens or encumbrances which affect said property, and the word "grant" used herein shall not be construed as a covenant or as evidence of any thereof.

Second Party shall not assign the rights hereby granted without first obtaining the written consent of First Party thereto.

IN WITNESS WHEREOF the parties hereto have duly executed this indenture on the day and date first herein written.

LOS ANGELES & SAN JOAQUIN RAILROAD COMPANY  
UNION PACIFIC SYSTEM

WITNESS:  
S. G. Burbidge

ATTEST:  
G. Albert Mills  
City Clerk

Approved as to form:

NIGUN, Recorder

City Engineer

Approved as to description:

City Engineer

City Engineer

May 13, 1941  
BK - 505  
Pg - 109  
Alameda County