

- 2. A 2-inch cast iron pipe at the point where Harris Street intersects Bradley Street, San Francisco.
- 4. A 6-inch cast iron pipe at the point where the Venice Springs Road intersects Bradley and Cherry Street, San Francisco.
- 5. A 6-inch cast iron pipe at the point where an unnamed street connecting the Grand Ave. and Dorland Ave. Road, and the same runs over a public right-of-way, crosses car tracks under Southern Bell and Pacific Company.
- 6. A 6-inch cast iron pipe at the point where Colonial Avenue, in Berkeley, crosses right-of-way and tracks of the Power Company.
- 7. A 4-inch cast iron pipe at the point where Cedar Lane Road crosses car tracks at the intersection of 2nd Street, No. 17th Avenue, Berkeley.
- 8. A 6-inch cast iron pipe in Sycamore Street at the intersection of Anderson Road, near Sycamore Hill.

And the licensee hereby covenants and agrees in consideration of said license:

First: That this license is a personal privilege to it hereunder and is not transferable or assignable, and any attempt to transfer or assign the same shall operate as a nullity and of no effect.

Second: That in the installation and construction of said pipe line the licensee shall conform to such requirements as may be prescribed by said Power Company, and, at all times thereafter and during the existence of the same upon the right-of-way of the Power Company, the licensee, will maintain the said pipe in such condition that the same or the use thereof by the licensee shall not be or become an obstruction to, or interference with the same, or the safe and proper maintenance of the road bed, or the tracks or structure upon the same or endanger the life or limb of employees of the Power Company, or other persons upon the right-of-way, and premises of the Power Company.

Third: That in the event the Power Company shall at any time hereinafter during the life of this agreement make any changes in the road bed or the structure upon its said right-of-way, and shall find it necessary to disturb said pipe in so doing, then in such event the licensee will, at its own cost and expense, upon notice in writing, so to do, remove or change the location of said pipe, and thereafter maintain the same hereunder, so that the said pipe shall not interfere with the work of the Power Company.

Fourth: That the privilege hereby granted is to be used and enjoyed at the risk of the licensee and in consideration of the benefits to be derived therefrom by the licensee, it covenants here by that it will indemnify and save harmless the Power Company against all and any risks, loss, injury, damage or expense incurred from or by reason of the construction or maintenance of the said pipe line upon and across the right-of-way, or premises and under the tracks of the Power Company, or by the use of the same by the licensee hereunder, whether such loss, injury, damage or expense is due in whole, or in part, proportionately or