

Copy
same to said Company it will be necessary for said Company to

KNOW ALL MEN BY THESE PRESENTS: That we, R.E. Jack, of San Luis Obispo, State of California, L. Rackliffe and W. Sandercock, of San Luis Obispo, State of California, L.M. Warden, of San Luis Obispo, State of California, and C.H. Phillips, of San Luis Obispo, State of California, are held and firmly bound unto the Southern Pacific Railroad Company, a corporation incorporated and existing under the laws of the State of California, in the sum of Twenty thousand Dollars, lawful money of the United States, to be paid to the said Southern Pacific Railroad Company, its successors or assigns, for which payment well and truly to be made we bind ourselves, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated the 25th. day of November, A.D. 1890.

WHEREAS, the said obligors are owners of real property within the County of San Luis Obispo, ^{in the} State of California, and are interested in procuring the construction of a line of railroad connecting the present terminus of the said Southern Pacific Railroad Company's line at Santa Margarita in the said County with its terminus at Elwood in Santa Barbara County in said State, and to induce the construction thereof by said Company, have promised and agreed to and with said Company to secure for it free of charge or expense all of the necessary land for right of way and depot grounds for said connecting line of railroad within said County of San Luis Obispo.

AND WHEREAS, said obligors have been and are unable to obtain by negotiations or purchase the right of way through and depot grounds within certain lands on the route of said railroad within said County of San Luis Obispo, and to secure the

same to said Company it will be necessary for said Company to institute in its own name proceedings under the law of eminent domain against the owners of such lands.

Now, therefore, in consideration of the premises, and of the commencement and prosecution of such proceedings by said Company where necessary, and of any and all suits at law or equity which may be necessary or expedient to obtain or secure such right of way or depot grounds, the condition of this obligation is such that if the aforementioned obligors shall well and truly, within thirty days after any judgment of condemnation shall have been entered in any such proceedings awarding compensation or damages to any such land owner, pay the amount thereof, together with any costs allowed, to the person thereunto entitled, or into Court for his benefit, or to the said Southern Pacific Railroad Company, and shall also, upon demand, pay to said Company any and all costs, Counsel fees and other expenses which it may have paid or incurred in and about or on account of such proceedings or any litigation in connection therewith then this obligation to be void: otherwise, to remain in full force and virtue.

Signed, sealed and delivered)

in presence of)

Signed
J.H. BARRETT.

R.E. Jack,

L. Rackliffe,

Wm. Sandercock,

L.M. Warden,

C.H. Phillips.

County of San Luis Obispo, California, ss.
I, the undersigned, being a Notary Public in and for said County, do hereby certify that the foregoing is a true and correct copy of the original instrument filed for record in my office on the 25th day of November, A.D. 1890.

State of California,)
County of San Luis Obispo.) ss.

On the 25th. day of November, A.D. One Thousand Eight Hundred and Ninety before me, JOHN H. BARRETT, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R.E. Jack, L. Rackliffe, William Sandercock, L.M. Warden and C.H. Phillips, known to me to be the individuals described in, whose names are subscribed to and who executed the annexed instrument and they acknowledged to me that they executed the same.

WITNESS my hand and Official Seal.

Signed → John H. Barrett.
Notary Public.