

State of Georgia } This agreement made on
 County of Chatham } this 28th day of January 1904
 between Southern Bell Telephone & Telegraph Company
 of the county of } of the state of } by this first part
 hereinafter called the tenant and the Central of
 Georgia Railway Company, of the second part here-
 inafter called the Company. Witnesseth that whereas
 said tenant desires with the permission of the
 company to occupy a portion of the right of
 way or land of the company in Shelby County
 Alabama, for the purpose of erecting telephone poles
 and stringing wires thereon, said wires to be
 not less than twenty five feet above top of rails,
 the location of which is more fully shown by
 the annexed plat which is made a part of
 this paper; and

Whereas, The tenant is not desirous of affecting
 in any manner the right of the Company to
 the full and undisturbed possession of the premises
 is not the interfering in any way with any
 of the rights of the Company relating thereto and
 Whereas, The Company has consented to license for
 the time being the tenant to occupy the premises
 as aforesaid;

Now therefore, In consideration of the premises and
 license aforesaid, the tenant hereby covenants and
 agrees with the company its successors and
 assigns as follows:

First. That the tenant will save and hold harmless
 the Company its successors and assigns from all
 damage injury or liability that may arise from
 the destruction or injury of any building improv-
 ments or personal property of any description
 by fire or from any other cause whatever, whether
 the same should be attributable to the negligence
 of the employees of said Company or not, where
 such damage injury or liability is caused or
 increased by reason of the use of the premises
 hereunder.

Second. That the tenant will save and hold

harmless the Company its successors and assigns from all damage to person that may partly or wholly arise from or be traceable to the occupancy of said premises by the tenant or any other person whether such damage be caused by the negligence of the company's employees, or from any cause whatever. Third: That the tenant does not now, nor will he set up title to said property against the company its successors or assigns but will hold the same only as tenant at will subject to the notice hereinafter specified.

Fourth, That the tenant covenants and agrees, in consideration of the permission and license aforesaid to surrender the said premises to the Company its successors or assigns, that remove all obstructions, buildings or improvements therefrom upon receiving 30 days notice from the company its successors or assigns. Said notice may be given to any person in possession of the premises.

Fifth: That in case of failure to deliver said possession and remove said obstructions, the Company its successors or assigns shall have the right upon the expiration of the period above named or at any time thereafter, to enter upon and take possession of the premises, and all buildings, improvements, structures and personal property then remaining thereon shall be, and become, the absolute property of the company, without any accountability to the tenant or any other person.

Sixth. The tenant will pay the expenses of recording this instrument and any future agreements with reference to the premises.

Seventh: The word, "tenant" when used herein shall include the party of the first part his heirs, executors, administrators and any person who may enter upon said above described premises for him or their successors, licensees or assignees.

Signed Sealed and Delivered in Presence of
A. A. Marsters.
S. E. Wilson

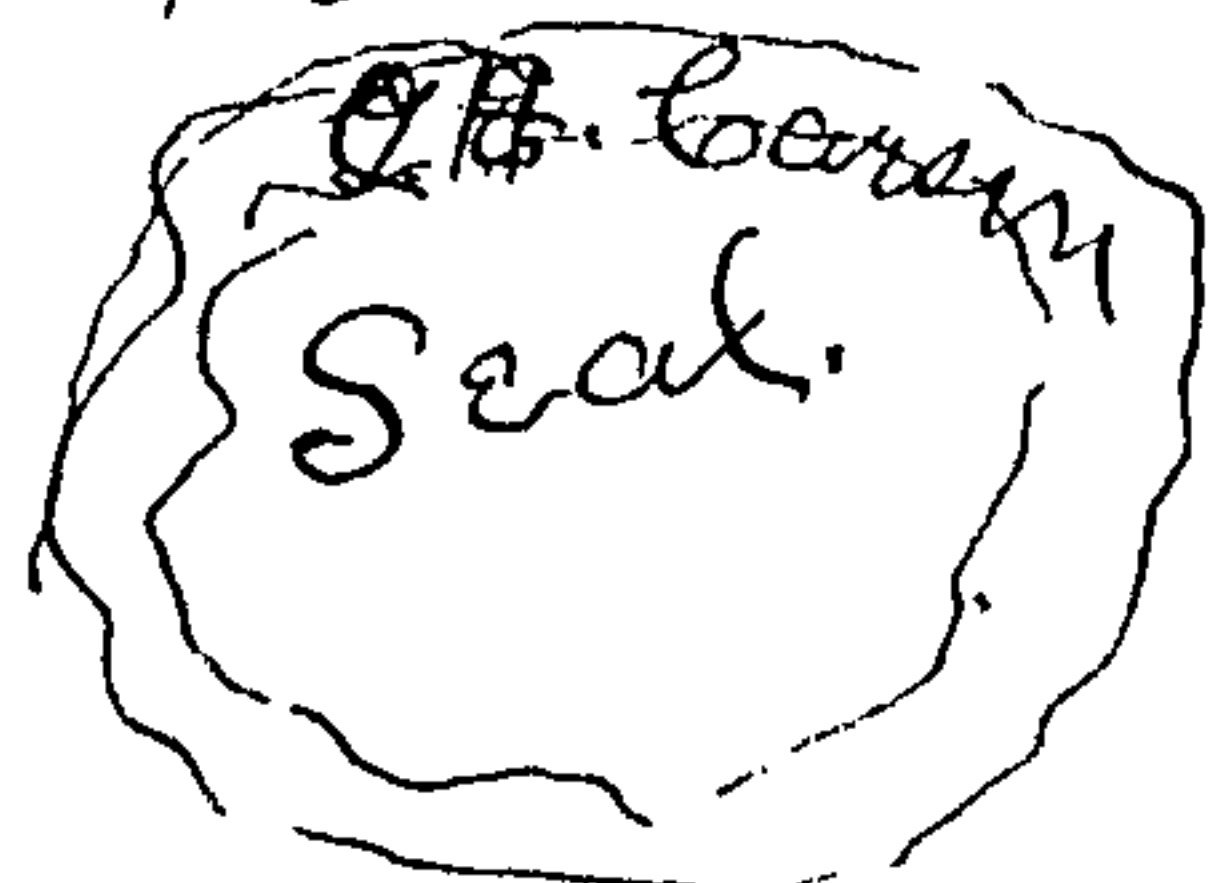
Southern Bell Telephone
and Telegraph Company
Edw. J. Hall, Pres. N.Y.
Central of Georgia Rail-
way Company.
by Theo. D. Kline.

In Alabama,

Must be executed in the presence of two witnesses
and proved or acknowledged before a Notary
Public or other proper officer with an official seal
as per one of the following forms

State of Georgia } I, C. H. Carson a Notary
County of Chatham } Public in and for said
County and State hereby certify that S. E. Wilson
a subscribing witness to the foregoing agree-
ment known to me, appeared before me on this
day, and being sworn stated that Theo. D. Kline
voluntarily executed the same in his presence
and in the presence of the other subscribing
witness, on the day the same bears date; that
I attested the same in the presence of the said
Theo. D. Kline and the other witness, and that such
other witness subscribed his name as a wit-
ness in his presence.

Given under my hand and seal this 24th day
of October A. D. 1913.



C. H. Carson N. P. - C. C. Ga.

State of New York } I, Harry H. Brigham a Notary
County of New York } Public in and for said County
and State hereby certify that A. A. Marsters a sub-
scribing witness to the foregoing agreement known
to me, appeared before me on this day and being
sworn stated that Edw. J. Hall voluntarily ex-
ecuted the same in his presence and in
the presence of the other subscribing witness
on the day the same bears date; that he at-
tested the same in the presence of the said

Eduif Hall and of the other witness and that such other witnesses subscribed his name as a witness in his presence.

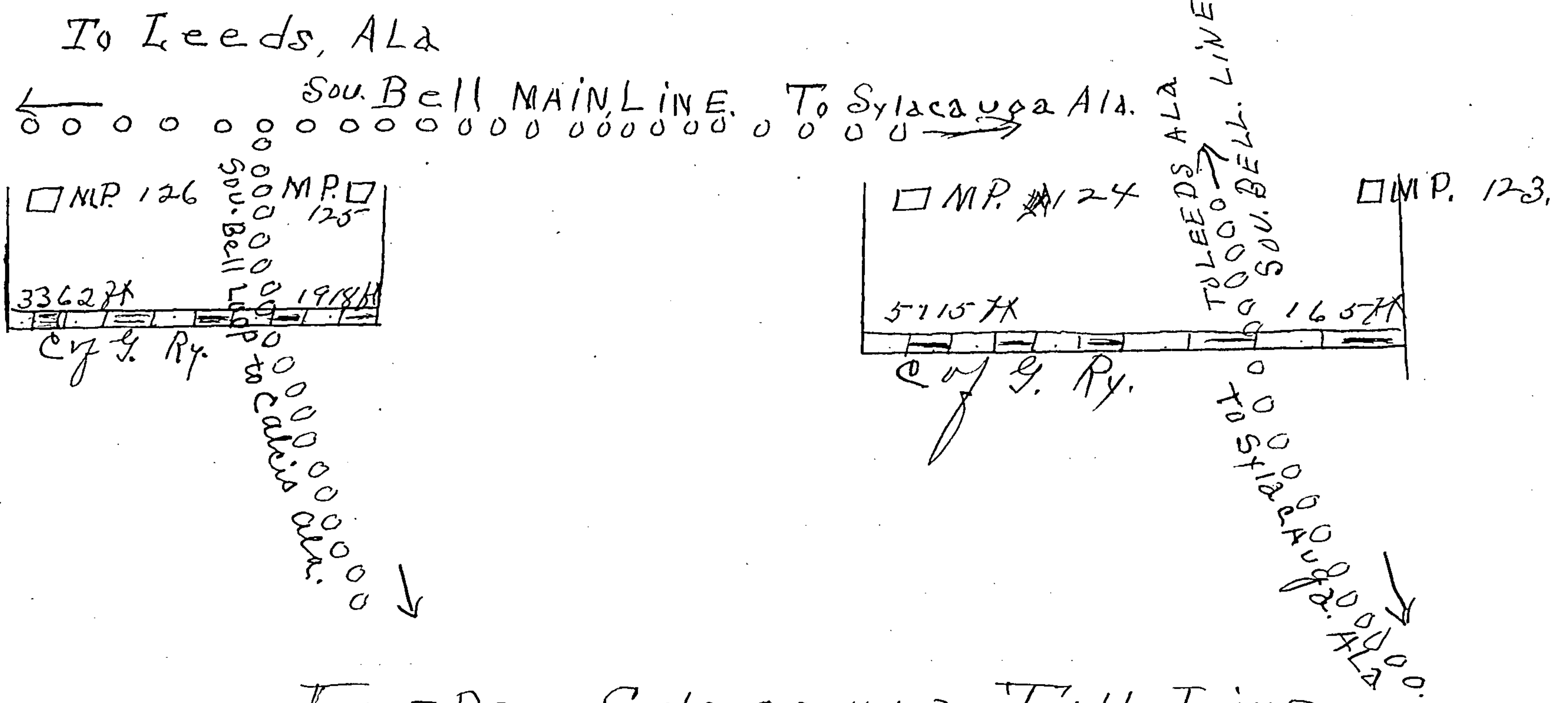
Given under my hand and seal this 28th day of January A. D. 1904.



Harry H. Brigham.
Notary Public New York City.

In Georgia

Not if agreement is executed in Georgia covering property in that State, it is unnecessary that it should be proved or acknowledged but one of the two subscribing witnesses must be a Notary Public Judge, Clerk of the Superior Court or Justice of the Peace.



LEEDS - Sylacauga Toll. LINE.

CROSSINGS OF C of G Ry.

Filed for record and recorded Feb. 5 - 1904

A. P. Longshore Judge of Probate