

Return to:
Public Service Telephone Company
Attn: Regulatory and External Affairs
P.O. Box 397
Reynolds, GA 31076

PUBLIC SERVICE TELEPHONE COMPANY ENCROACHMENT AGREEMENT

Exchange:
Easement:

Public Service Telephone Company, hereinafter referred to as "PSTC", hereby consents for _____ hereinafter referred to as "Georgia Power", to cross and use an area within PSTC's buried telephone cable easement further described as follows:

Said easement being 15 feet in width and extending approximately 4,950 feet and extending in part through **Land Lot of the Land District, County, Georgia**. Said easement was recorded on _____ PSTC has constructed and now maintains and operates said telephone buried lines within the above mentioned easement. The area of crossing is further described and shown on the attached drawing marked "Exhibit A."

The use of the area by the _____ within the said easement shall be limited to the construction operation, and maintenance of an **Underground Power Line** at the location and to the extent as shown on said attached drawing. It is specifically understood that no buildings or other obstructions of any type will be permitted within or on subject easement.

The plans and specifications as submitted by the _____ meet with PSTC's approval provided the Georgia Power conforms to the following term and conditions:

1. The _____ agrees to obtain all necessary rights and permissions, if any, from the owners of the lands that are to be crossed. _____ also agrees that it shall abide by all of the covenants and restrictions, if any, that was agreed to by PSTC when the original easement was signed. A copy of said easement is attached hereto as "Exhibit B"
2. _____ agrees to use the said area within PSTC's easement in such a way that will not interfere with PSTC's activities now, or any activities in the future.

3. _____ agrees that the use of PSTC's easement as herein provided shall in no way affect the validity of its easement and shall in no way modify or restrict the use or rights of PSTC, its successors or assigns, in and to the area to be used. _____ acknowledges PSTC's right and title to said easement and agrees not to interfere with PSTC's prior rights.
4. The use of said easement area by _____ shall be at the sole risk and expense of Georgia Power and PSTC is specifically relieved of any responsibility for damage to any facilities and property.
5. _____ agrees to comply with Official Code of Georgia Section 25-9-1 (2000) et seq., further known as the Georgia Dig Law.
6. Notwithstanding anything to the contrary contained herein, _____ agrees to reimburse PSTC for all cost and expense for any damage to PSTC's facilities resulting from the use by _____ of said easement area. Also, _____ agrees that if in the opinion of PSTC, it becomes necessary to relocate, rearrange, change or raise any of PSTC's facilities that _____ will promptly reimburse PSTC for the relocation, rearrangement or raising of said facilities.
7. _____ agrees to notify the Public Service Telephone Company Engineering Department at 888-593-7782 at least two (2) days prior to actual construction on PSTC's easement.
8. _____ agrees to indemnify and save harmless and defend PSTC, its successors and assigns from the payment of any sum or sums of money to any person or persons on account of claims or suits growing out of injuries to persons or damage to property in any way attributable to or arising out of the use of the above described easement.
9. _____ shall not alter the easement area except to the extent necessary to place their facilities in the area defined in Exhibit A. After the placement of the facilities, the area must be restored to the original condition. This restoration shall include regrassing or resodding. The trench area must also be filled in and "tamped".
10. This agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns.

The undersigned hereby accepts the foregoing consent subject to the terms and conditions set forth above and in the event the Undersigned fails to perform as herein provided and shall not have executed and returned this Agreement on or before the _____, this agreement shall become null and void and no use of PSTC's easement shall be made.

In WITNESS WHEREOF, this Agreement has been duly executed, this _____ day of _____, 2004.

WITNESS _____

BY: _____

NOTARY _____

TITLE: _____

PSTC has accepted and executed this agreement on the _____ day of _____, 2004.

WITNESS _____

BY: _____

NOTARY _____

TITLE: _____