

THIS AGREEMENT, made this November 28, 1961, between

**SOUTHERN RAILWAY COMPANY, a Virginia corporation,**

hereinafter styled Company; and

**CITY OF HARRIMAN, Tennessee, a municipal corporation of Tennessee, acting herein by and through the Harriman Utility Board,**  
hereinafter styled Licensee;

W I T N E S S E T H:

COMPANY grants unto Licensee, in so far as Company's title enables it so to do, the right or license to construct and maintain a 12 inch cast iron sewer pipe line of Licensee upon and across the right of way or property (hereinafter called property) and under the main track of Company running between Knoxville and Harriman at a point 654 feet north of Milepost 49-D, at HARRIMAN, Tennessee, said pipe to be encased in a 42 inch corrugated metal pipe where the same passes under said track;

the aforementioned installation, and appurtenances if any, being hereinafter referred to as "Facility" and being located substantially as shown on print of sketch dated June 26, 1961 (furnished by Licensee), hereunto annexed and made a part of this agreement.

THE PARTIES HERETO agree in consideration of said license as follows:

1. Licensee will install or construct, use and maintain Facility in such manner and condition that Facility will not in any way interfere with the operation and maintenance of the railroad of Company, or endanger persons or property of Company, and in such installation or construction, use and maintenance agrees to comply with (a) plans and specifications (if any) referred to, shown or noted on said annexed print and such other specifications as may reasonably be prescribed by Company, (b) applicable rules and regulations prescribed therefor by statute or by proper Governmental authority, and (c) any applicable current specifications adopted by the Association of American Railroads in so far as they do not conflict with plans, specifications, rules or regulations mentioned in items (a) and (b) above. If the present or future construction, maintenance, use or control of tracks, structures or property of Company shall make necessary or advisable any change in location, grade, elevation or construction of Facility, Licensee will, upon written notice from Company, at Licensee's expense make such change in Facility as may be necessary to meet the requirements of Company for the purposes aforesaid, and thereafter maintain Facility hereunder in all other respects as herein provided.

2. If Licensee shall default in performing Licensee's agreements herein, or if Facility shall by reason of improper maintenance or otherwise become a source of danger to, or be likely to interfere with, the railroad operations of Company, and Licensee shall not remedy such default, interference, or dangerous or improper condition within 30 days after notice by Company so to do, the license hereby granted may, at the expiration of such 30 days period, at the option of Company, be revoked, and Licensee shall, at the expense of Licensee, upon written notice by Company so to do, and in any event upon the termination of this agreement by either party if provision is hereafter made for such termination, forthwith remove Facility from the property of Company and restore said property to condition existing prior to the construction of Facility thereupon; or, in default thereof, Company may, at its election, take such action as is necessary to require removal of Facility by Licensee, or itself remove the same and restore the condition of said property at the expense of Licensee; PROVIDED that in an emergency, necessitating in the judgment of the Superintendent of Company immediate

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repairs to Facility, Licensee shall do the requisite work forthwith upon request of Company, or, failing so to do, Company may itself make such repairs, but at the expense of Licensee.

3. Licensee shall be responsible for all loss of life, personal injury or property damage accruing from or attributable to the construction, maintenance, use or presence of the Facility upon property of Company, whether resulting from negligence of Licensee, its agents or employees, or otherwise; and Licensee will protect and hold Company harmless from all such loss, injury or damage.

4. Licensee will pay, upon the execution and delivery of this agreement, the sum of none as a contribution toward the engineering, legal and supervision expense incurred by Company.

5. This agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto, as well as upon the parties themselves.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written. Done in duplicate, each part being an original.

In presence of:

SOUTHERN RAILWAY COMPANY,  
By

*James V. Smiley*  
As to Company.

*Charles M. Davison*  
Vice President.

In presence of:

CITY OF HARRIMAN, Tennessee, acting herein  
by and through the Harriman Utility Board,  
By

*J. H. H. H. H.*  
As to Licensee.

*Harold Williams*  
Chairman.

# HARRIMAN UTILITY BOARD

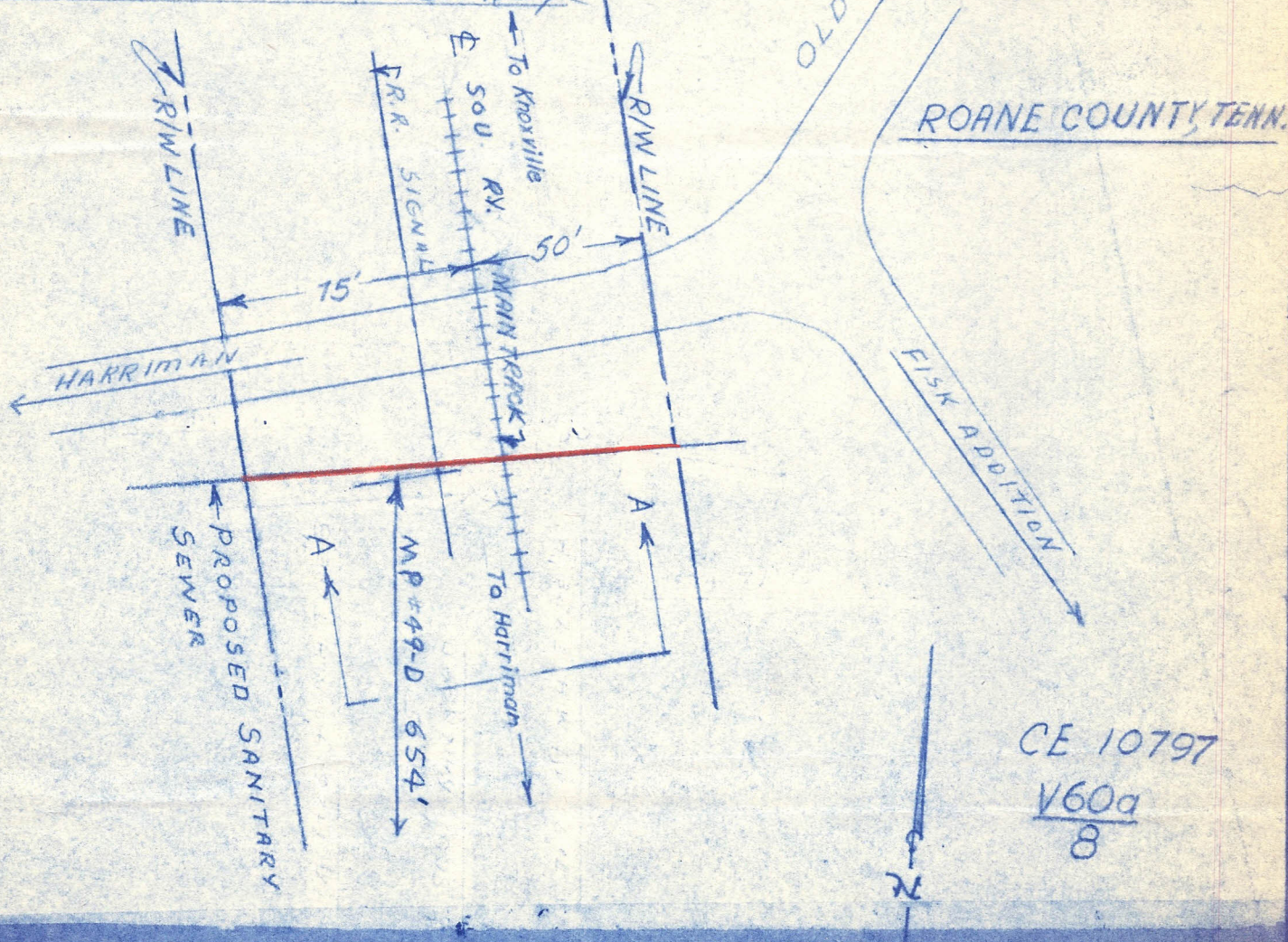
PLAN FOR 12" C.I. PIPE

SEWER LINE CROSSING OF

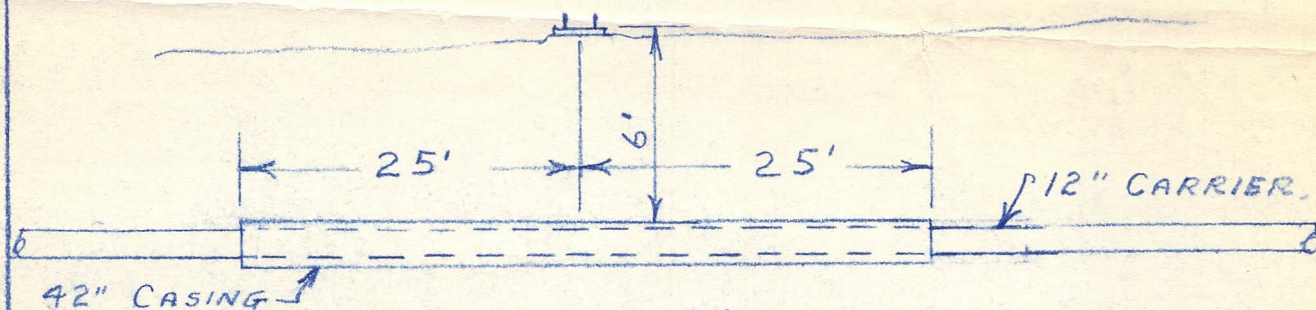
SOUTHERN RY. - M.P. 48.9-D

HARRIMAN-KNOXVILLE LINE.

DATE: 6-26-61 SCALE: 1"=50' DR: S. J. Kelly



CE 10797  
V60a  
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SECTION AA ~ NO SCALE

NOTE: Pipe line crossing shown colored red. Pipe line to be installed and maintained in accordance with Southern Railway System specifications dated October 1, 1958 for pipe line crossings under railway tracks and right of way for non-flammable substances.

## DATA

### Carrier

Inside diameter - 12.24"  
Outside diameter - 13.20"  
Material and type of pipe - cast iron  
Specification and grade - ASA A21.6 C1 150  
Wall thickness - .48"  
Maximum working pressure - gravity  
Type of joint - mechanical

### Casing

42" corrugated metal, asphalt coated,  
12 gage, liner plate.  
Method of installation - tunneling