

IT IS AGREED between

THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY, an Ohio corporation, hereinafter styled Company; and

CITY OF HARRIMAN, Tennessee, acting by and through the Harriman Utility Board, hereinafter styled Licensee:

1. Company grants unto Licensee, insofar as its title enables it so to do, the license, as a personal privilege and not transferable without the written consent of Company, to construct and maintain an overhead wire line crossing, across and upon the right of way or property (hereinafter called "property") of Company, at HARRIMAN, Tennessee; the aforementioned installation, hereinafter called "Facility", being that identified and located substantially as shown in red color on annexed print of Drawing No. E-169-S, dated January 21, 1983 (furnished by Licensee).

Licensee will pay the sum of \$50.00 as a consideration for the license hereby granted. Licensee further agrees to reimburse Company, upon bill rendered, for any and all expenses which may be incurred by Company, resulting from or in connection with any such special engineering studies, field supervision or flagging protection as Company may find necessary to perform in connection with the installation or maintenance of said Facility.

2. Licensee will construct and maintain Facility, at its expense, in such manner as will not interfere with operations of Company or endanger persons or property of Company, and in accordance with (a) plans and specifications (if any) shown on said print and any other specifications reasonably prescribed by Company, (b) applicable regulations prescribed by statute or by governmental authority, and (c) applicable specifications adopted by the Association of American Railroads when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above. Licensee shall give the Division Superintendent of Company at least 72 hours' advance notice of Licensee's intention to begin construction of said Facility. Licensee will, at its expense, make such changes in location, grade or construction of Facility, as may be, at any time, required by Company.

3. If said Facility causes degradation of the signal, communications or other electronic facilities of Company or its affiliates or subsidiaries, or endangers the personnel of Company or anyone else entitled to be on Company's property, through inductive or electrostatic interference or otherwise, Licensee, at the request of Company, and at Licensee's expense, will modify said Facility to the satisfaction of Company so as to eliminate such degradation or danger. Such modification may include, without limiting the generality of the foregoing, transposing circuits or providing additional shielding, filters, reactances or any other corrective measure deemed necessary. If Licensee fails to take such corrective measures in a timely manner or if an emergency situation is presented which in the Company's judgment requires immediate action, Company may undertake such corrective measures as it deems necessary or desirable but at Licensee's expense.

4. If Facility endangers or interferes with operations of Company, or if Licensee is in default hereunder and does not remedy such default or condition after notice by Company so to do, this license may be revoked by Company and Licensee shall, at its expense, upon written notice by Company, and in any event upon termination of this agreement by either party as hereinafter provided, remove Facility from Company's property and restore said property to its condition existing prior to construction of Facility. If



Licensee fails to remove Facility, Company may do so at Licensee's expense. If an emergency arises which in Company's judgment requires immediate repairs to Facility, Licensee will, upon request, do the necessary work, or failing so to do, Company may make such repairs at Licensee's expense.

5. Said Facility shall be constructed and maintained at the sole risk of Licensee and Licensee agrees, without regard to negligence on the part of Company or any other corporation controlling, controlled by or under common control with Company, to save Company or any other corporation controlling, controlled by or under common control with Company, wholly harmless from and against all claims, damages, expenses and liability (whether or not such liability has been judicially determined) for loss of life, personal injury or damage to property, resulting from or in any manner attributable to the construction, maintenance, use, operation or presence of the Facility and the inductive or electrostatic fields generated thereby, or to the presence of the equipment or employees of Licensee, on Company's property.

6. This agreement is intended to and hereby does supersede and cancel, as of the effective date hereof, that certain written agreement between the parties hereto dated March 28, 1983, concerning construction and maintenance of the above mentioned overhead wire line crossing.

7. This agreement shall take effect as of the 17th day of March, 1983, and may be terminated by either party hereto at any time by 60 days' written notice to the other of such termination.

EXECUTED in duplicate, each part being an original, as of the 9th day of June, 1983.

THE CINCINNATI, NEW ORLEANS AND  
TEXAS PACIFIC RAILWAY COMPANY,  
By

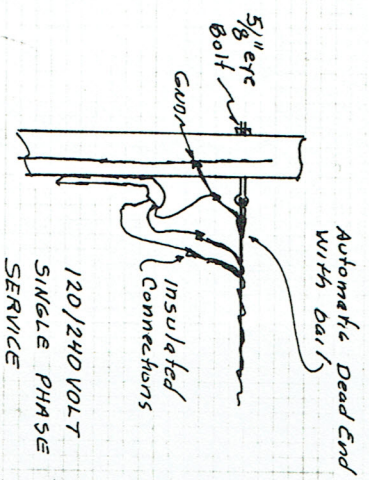
CITY OF HARRIMAN, Tennessee,  
acting herein by and through  
the Harriman Utility Board,  
By

*James L. Topley*  
\_\_\_\_\_  
Vice President.

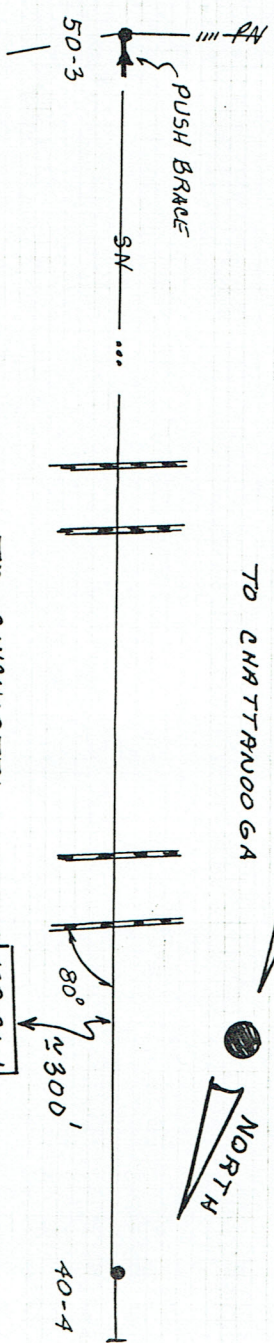
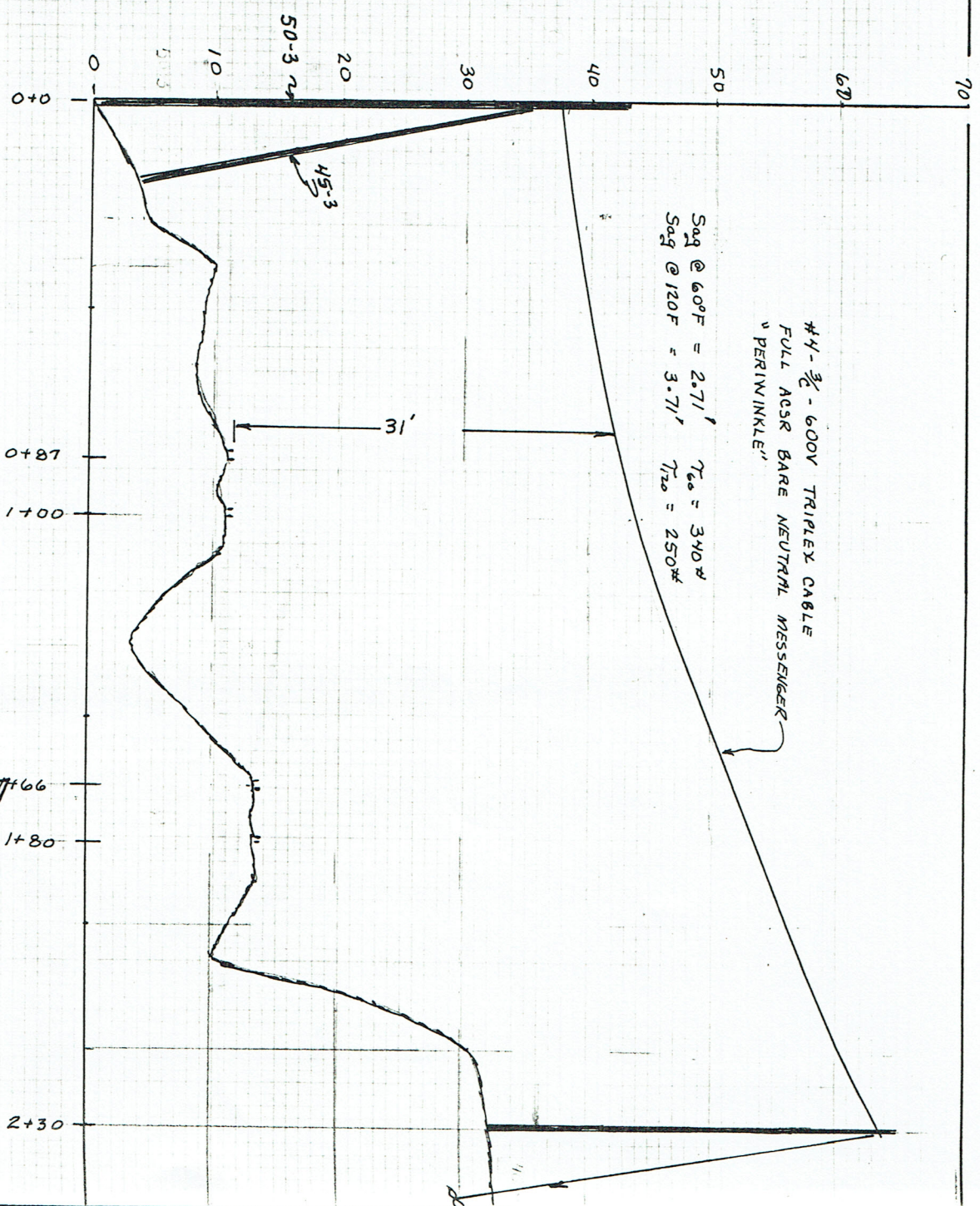
*Chas. E. Evans, Jr.*  
\_\_\_\_\_  
Chairman.

MHW:4/22/83  
7374





TYPICAL DETAIL

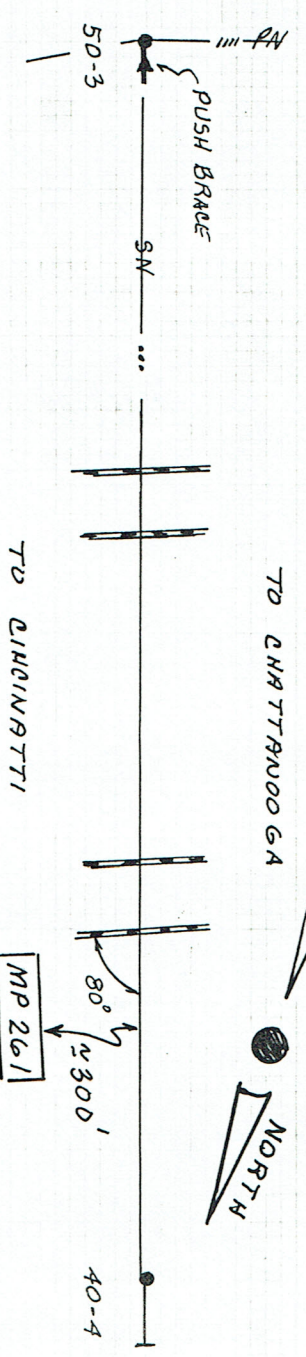
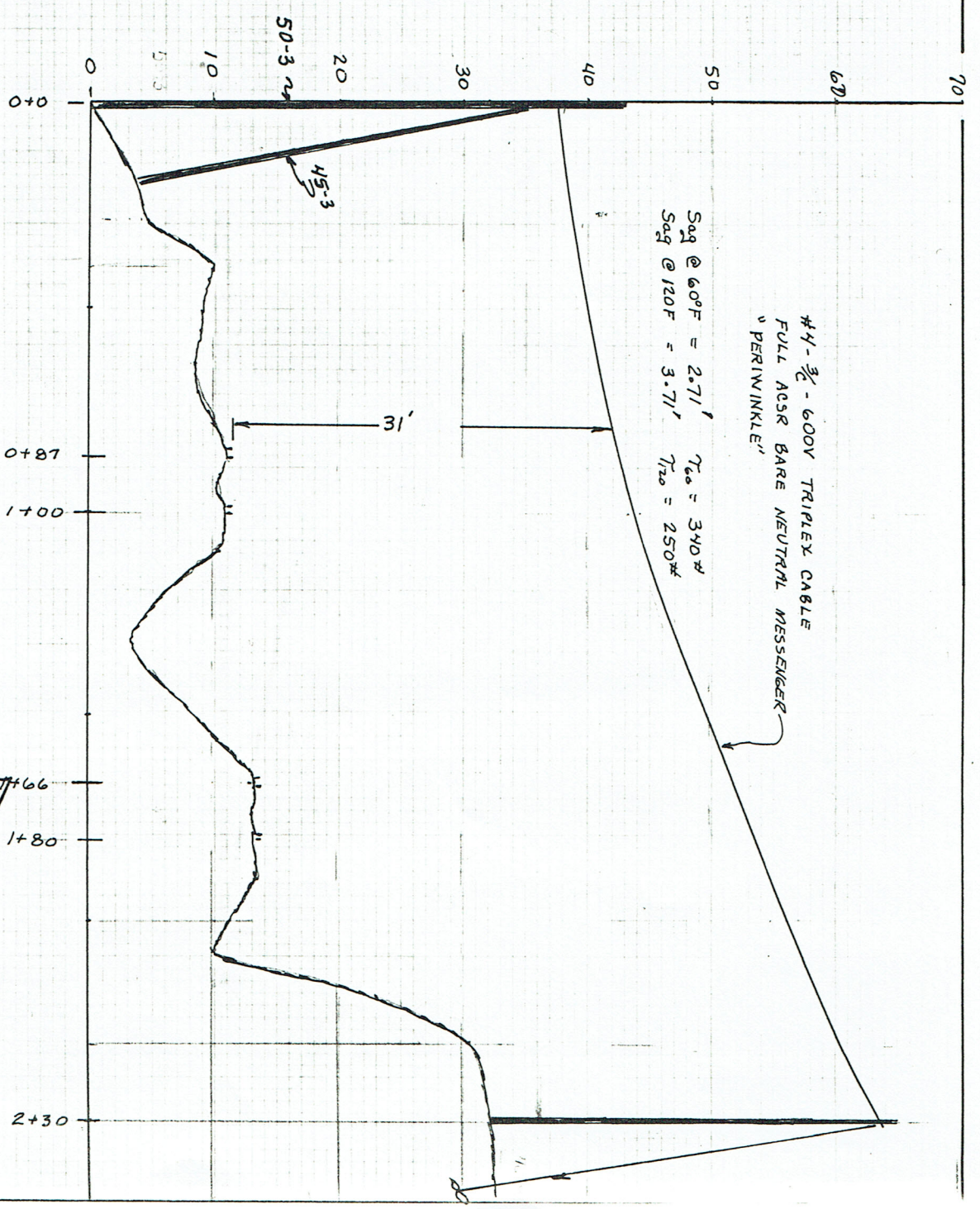
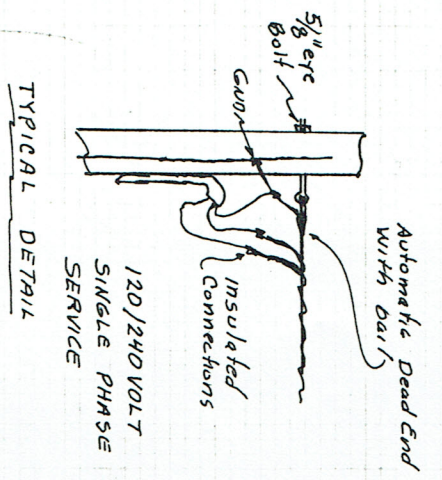


HARRIMAN UTILITY BOARD  
HARRIMAN, TENNESSEE

SOUTHERN RAILWAY SYSTEMS  
CINCINNATI TO CHATTANOOGA LINE  
APPROX. 300' S.W. OF MP 261  
600 VOLT CABLE FOR HOLIDAY INN  
SIGN.

DWG. NO. E-169-S R.HALL 1-21-1983





HARRIMAN UTILITY BOARD  
HARRIMAN, TENNESSEE

SOUTHERN RAILWAY SYSTEMS  
CINCINNATI TO CHATTANOOGA LINE  
APPROX. 300' S.W. OF MP 261  
600 VOLT CABLE FOR ~~W~~ DAY IN  
SILENCE

DWG. NO. E-169-S R.HALL 1-21-1983



# Southern Railway System

SCOTTISH INN SIGN  
I40 & US27

Transportation Department  
S. Main Street  
Somerset, Kentucky 42501

C. B. BAILIFF  
SUPERINTENDENT

March 22, 1983

TELEPHONE  
(606) 678-5431

Mr. Jack Howard, Manager  
Harriman Utility Board  
P. O. Box 434  
Harriman, TN 37748

HOLIDAY INN SIGN  
US27 @ I40 BEHIND  
LOG CABIN

Dear Mr. Howard:

Reference your application and subsequent agreement between CNO&TP Railway and Harriman Utility Board for an overhead wire crossing to be located 300' South of Milepost 261, near Harriman, Tennessee.

You may now proceed with the installation of the wire crossing as shown on your drawings, provided you contact the following railway personnel and arrange for a time and date of the installation.

C&S Supervisor F. E. Christian, Oakdale, Tennessee, telephone 615-882-2921; and,

Assistant Track Supervisor E. Bingham, Emory Gap, Tennessee, telephone 615-369-4081.

Please do not work on our property without first contacting the above, and without having a representative of the railway company present to safeguard the work.

Very truly yours,

*C. B. Bailiff*  
C. B. Bailiff  
SUPERINTENDENT



January 21, 1983

Mr. G. S. Baron, Superintendent  
Southern Railway System  
P. O. Box 1791  
Knoxville, Tennessee 37901

Dear Mr. Baron:

The City of Harriman Tennessee acting by and through the Harriman Utility Board request the approval of our application for crossing over your Cincinnati to Chattanooga track approximately 300' south west of MP 261.

We submit the following data covering this application:

- 1) Location See above
- 2) Type Utility Electric
- 3) Type Wire #4 ACSR Triplex "Periwinkle"
- 4) Maximum Voltage 240 V
- 5) 8 Prints
- 6) Harriman Utility Board members:  
Carlisle Evans, Jr.  
Wade Honeycutt  
Larry Ward  
Don Lueking  
Alvin Poole

Very truly yours

Jack Howard  
MANAGER

JH:el

Encl

Holiday Inn Sign

Gary Baker

376-0347 Pager

( # ) #



# SOUTHERN RAILWAY SYSTEM

## APPLICATION FOR WIRE CROSSING

### ELECTRIC LIGHT, POWER SUPPLY AND TROLLEY LINES

To the Superintendent of.....Division:

The undersigned hereby makes application to cross the right of way of the.....Rail.....

Company with a line of wires, as described below, forming a part of the applicant's line extending from.....  
to....., and hereby agrees to construct, install, maintain and renew  
said crossing in strict accord with the applicable requirements of the latest issue of REPORTS OF JOINT ENGINEER-  
ING COMMITTEE OF ASSOCIATION OF AMERICAN RAILROADS AND EDISON ELECTRIC INSTITUTE  
ON CROSSINGS OF ELECTRICAL SUPPLY LINES AND FACILITIES OF STEAM AND ELECTRIFIED RAIL-  
ROADS, regardless of anything in the following descriptions which may be in conflict with such specifications, and  
further agrees, before attempting to effect the same, to execute, promptly upon submission, a contract, in form re-  
quired by the Railway Company to cover said crossing.

#### DESCRIPTION OF PROPOSED CROSSING

Proposed crossing to be located.....300 ft. ~~XXXX~~ ~~XXXX~~ of M. P. 261  
between Cincinnati and Chattanooga and will be ~~undergrade~~ overgrade.  
Angle between center line of main track and supply line crossing span to be.....80 degrees.  
The line will approach the crossing from ~~XXXX~~ ~~XXXX~~ sides in a generally northerly direction  
at.....80 degrees.  
Number of tracks to be crossed.....4..... Number of pole lines to be crossed.....none  
Number of poles on right of way of Railway Company.....none..... Number of guys or anchors.....  
Distance from crossing poles or towers to center line of nearest main track N or E.....50 ft.  
S or W.....ft.  
Distance from crossing poles or towers to center line of nearest side track N or E.....ft.  
S or W.....ft.  
If proposed line will parallel the Railway right of way on either side of crossing, state approximate length of parallel:  
.....ft. and separation between proposed line and Railway communication lines:.....ft.  
Type of Supports { Poles. ~~XXXX~~ Poles have ~~XXXX~~ crossarms or vertical construction employing ~~XXXX~~ Racks }  
If wood poles are used, give kind of timber southern pine Length of pole.....50-3 ft.  
Circumference at top.....23 in. Circumference six feet from butt.....39 in.  
Depth of pole to be set in ground.....6 1/2 ft. Show on drawing location of all guys and anchors.  
A. C. Voltage 240 V No. phases 1 Ø Operation ~~XXXX~~ ~~XXXX~~ }  
Configuration to be shown on drawing



(2)

Cycles.....60..... No. wires.....3..... Is neutral ground employed in supply line?.....yes.....  
Will voltage be increased later?.....no..... If so, to what voltage.....no.....  
D. C. Voltage..... Amperes..... No. wires..... Configuration to be shown on drawing.....  
Size of wire.....4.....gauge { AWG } Material of wire.....ACSR..... { Hard } drawn.  
 { ~~Stranded~~ } 1 } Bare {  
 { Stranded } 2 } Insulated {  
Insulators, Material.....none.....Type { Pin-type  
 { Rigid Dead-end } Voltage Rating .....  
 { Suspension }  
Height of lowest wire above top of rail.....31.....ft. Height of lowest crossarm of wire support above ground  
.....ft.  
Minimum vertical separation between nearest crossing wire and Railway communication wires.....ft.  
Railway signal wires.....ft.  
Length of crossing span.....230.....ft.  
Length of spans adjacent to crossing span N. or E.....ft. S. or W.....ft.  
Maximum sag in crossing span.....2.71.....ft. at 60 degrees Far.  
Maximum stress in each gauge of wire:.....4.....gauge.....340.....lbs. ....gauge.....  
lbs. ....gauge.....lbs. under applicable loading conditions.  
Applicant will attach drawing showing layout of proposed crossing and details of construction.

UNDERGRADE CROSSING

Depth below base of rail.....ft. Size and character of duct.....  
Number of ducts.....ft. Type of protection for ducts.....  
Applicant to give full description of material to be used and method of installation.  
Name of applicant seeking crossing.....  
Incorporated under the laws of the State of.....  
Location of principal office..... State of.....  
If not incorporated, give names and addresses of principal owners: .....

..... Signed.....  
(Town) (State)  
Application Approved: ....., 19..... Title.....  
..... Superintendent..... Superintendent Communications.....  
..... Chief Engineer M. W. & S. .... Signal and Electrical Superintendent.....



March 18, 1983

Mr. C. B. Bailiff, Superintendent  
Southern Railway System  
Transportation Department  
South Main Street  
Somerset, Kentucky 42501

Dear Mr. Bailiff:

Enclosed please find signed copies of contract covering construction of overhead wire crossing located 300 feet South of Milepost 261, near Harriman, Tennessee.

Also, enclosed is copy of Resolution passed by our Board March 17, 1983 and our check for \$50.00 to cover consideration charge.

When you have these signed, please send me a copy.

Very truly yours,

Jack Howard  
MANAGER

JH:el

Encl

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# *Southern Railway System*

*Transportation Department  
S. Main Street  
Somerset, Kentucky 42501*

March 7, 1983

C. B. BAILIFF  
SUPERINTENDENT

TELEPHONE  
(606) 678-5431

Mr. Jack Howard, Manager  
Harriman Utility Board  
P. O. Box 434  
Harriman, TN 37748

Dear Mr. Howard:

Reference your application January 21, 1983, for an overhead wire crossing to be located 300' South of Milepost 261, near Harriman, Tennessee.

Your application has been approved, but our policy requires that an agreement be signed by the appropriate authority before installation of the crossing itself can be authorized.

Accordingly, I attach herewith, in duplicate, a proposed agreement between the CNO&TP and Harriman Utility Board concerning an overhead power wire line crossing, consideration \$50; terminable 60 days' notice.

Will you please have executed by the Chairman of the Harriman Utility Board and return both copies to me for further handling. Please do not date the instrument, as we will have dated upon presenting for execution by our Company. When returning, please furnish a certified copy of a resolution authorizing the Chairman to sign the agreement and advise date use of our property is expected to commence. In addition, it will be necessary that you send me a check in the amount of \$50 to cover the consideration charge. The check should be made payable to the CNO&TP Railway Company.

Please do not begin work on our property until such time as further approval is given in writing by my office.

Very truly yours,

*C. B. Bailiff*  
C. B. Bailiff  
SUPERINTENDENT



# Southern Railway System

SCOTTISH INN SIGN  
I40 & US27

Transportation Department  
S. Main Street  
Somerset, Kentucky 42501

C. B. BAILIFF  
SUPERINTENDENT

March 22, 1983

TELEPHONE  
(606) 678-5431

Mr. Jack Howard, Manager  
Harriman Utility Board  
P. O. Box 434  
Harriman, TN 37748

HOLIDAY INN SIGN  
US27 @ I40 BEHIND  
LOG CABIN

Dear Mr. Howard:

Reference your application and subsequent agreement between CNO&TP Railway and Harriman Utility Board for an overhead wire crossing to be located 300' South of Milepost 261, near Harriman, Tennessee.

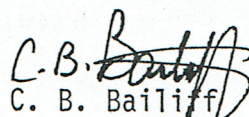
You may now proceed with the installation of the wire crossing as shown on your drawings, provided you contact the following railway personnel and arrange for a time and date of the installation.

C&S Supervisor F. E. Christian, Oakdale, Tennessee, telephone 615-882-2921; and,

Assistant Track Supervisor E. Bingham, Emory Gap, Tennessee, telephone 615-369-4081.

Please do not work on our property without first contacting the above, and without having a representative of the railway company present to safeguard the work.

Very truly yours,

  
C. B. Bailiff  
SUPERINTENDENT

corporation controlling, controlled by or under common control with Company, to save Company or any other corporation controlling, controlled by or under common control with Company, wholly harmless from and against all claims, damages, expenses and liability (whether or not such liability has been judicially determined) for loss of life, personal injury or damage to property, resulting from or in any manner attributable to the construction, maintenance, use, operation or presence of the Facility or to the presence of



DO NOT REMOVE FROM AGREEMENT

Please observe the following in connection with execution of the attached instrument:

1. Execution on behalf of a corporation should be accomplished by the President or a Vice President. An official other than president or vice president executing this instrument should furnish documentary evidence of his authority to execute and to bind his Company.

2. If executed by an Attorney-in-Fact, a Power of Attorney, currently in force, should accompany his signature.

3. If attached agreement is with an individual, that individual should execute the agreement exactly as his name is set out in the caption of the agreement unless his name is set out erroneously.

4. If the attached agreement is with a partnership, all members of the partnership should execute unless an authorized member of the firm is designated by the partnership to execute.

5. If an acknowledgement is appended to the attached agreement, it should be properly filled in.

6. If the attached agreement is with a city or town, resolution adopted by the City Council authorizing the Mayor or City Manager or other official to execute the agreement should accompany his signature.

7. Do not date this instrument.



IT IS AGREED between

THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY, a corporation of the State of Ohio, hereinafter styled Company; and

CITY OF HARRIMAN, Tennessee, acting by and through the Harriman Utility Board, hereinafter styled Licensee:

1. COMPANY grants unto Licensee, insofar as its title enables it so to do, the license, as a personal privilege and not transferable without the written consent of Company, to construct and maintain an overhead wire line crossing, across and upon the right of way or property (hereinafter called "property") of Company, at HARRIMAN, Tennessee; the aforementioned installation, hereinafter called "Facility", being that identified and located substantially as shown in red color on annexed print of Drawing No. E-169-S, dated January 21, 1983 (furnished by Licensee).

Licensee will pay the sum of \$50.00 as a consideration for the license hereby granted. Licensee further agrees to reimburse Company, upon bill rendered, for any and all expenses which may be incurred by Company, resulting from or in connection with any such special engineering studies, field supervision or flagging protection as Company may find necessary to perform in connection with the installation or maintenance of said Facility.

2. Licensee will construct and maintain Facility, at its expense, in such manner as will not interfere with operations of Company or endanger persons or property of Company, and in accordance with (a) plans and specifications (if any) shown on said print and any other specifications reasonably prescribed by Company, (b) applicable regulations prescribed by statute or by governmental authority, and (c) applicable specifications adopted by the Association of American Railroads when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above. Licensee shall give the Division Superintendent of Company at least 72 hours' advance notice of Licensee's intention to begin construction of said Facility. Licensee will, at its expense, make such changes in location, grade or construction of Facility, as may be, at any time, required by Company.

3. Whenever cathodic protection is installed, Licensee will notify Company prior to its being placed in service in order that tests may be conducted on Company's signal and communications systems for possible interference. If said Facility causes degradation of the signal or communications facilities of Company, Licensee, at its expense, will relocate the cathodic protection and/or provide such necessary protection and/or corrective equipment as may be necessary to eliminate said interference to the satisfaction of Company. This provision applies to the existing signal and communications equipment of Company and to any said signal or communications equipment which Company may install in the future.

4. If Facility endangers or interferes with operations of Company, or if Licensee is in default hereunder and does not remedy such default or condition after notice by Company so to do, this license may be revoked by Company and Licensee shall, at its expense, upon written notice by Company, and in any event upon termination of this agreement by either party as hereinafter provided, remove Facility from Company's property and restore said property to its condition existing prior to construction of Facility. If Licensee fails to remove Facility, Company may do so at Licensee's expense. If an emergency arises which in Company's judgment requires immediate repairs to Facility, Licensee will, upon request, do the necessary work, or failing so to do, Company may make such repairs at Licensee's expense.

5. Said Facility shall be constructed and maintained at the sole risk of Licensee and Licensee agrees, without regard to negligence on the part of Company or any other corporation controlling, controlled by or under common control with Company, to save Company or any other corporation controlling, controlled by or under common control with Company, wholly harmless from and against all claims, damages, expenses and liability (whether or not such liability has been judicially determined) for loss of life, personal injury or damage to property, resulting from or in any manner attributable to the construction, maintenance, use, operation or presence of the Facility or to the presence of



equipment or employees of Licensee, on Company's property. Licensee further agrees to hold Company wholly harmless from and against all claims for damage to property of downstream property owners, resulting from the installation of said Facility or from the discharge flow of said Facility; the intention being that Company shall not assume or be required to assume any liability for any such damage.

6. This agreement shall take effect as of the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and may be terminated by either party hereto at any time by 60 days' written notice to the other of such termination.

EXECUTED in duplicate, each part being an original, as of the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

THE CINCINNATI, NEW ORLEANS AND  
TEXAS PACIFIC RAILWAY COMPANY,  
By \_\_\_\_\_

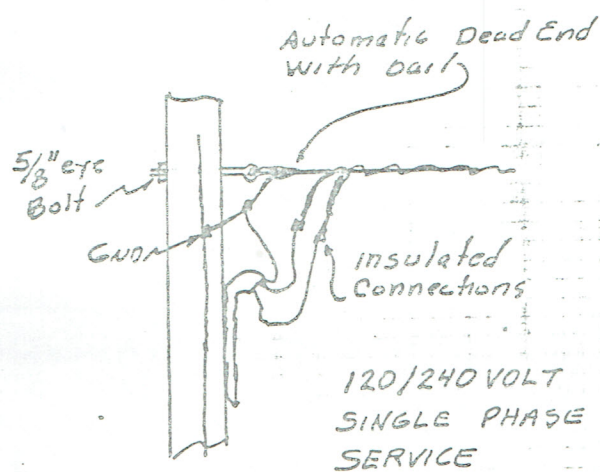
CITY OF HARRIMAN, Tennessee,  
acting herein by and through  
through the Harriman Utility  
Board,  
By \_\_\_\_\_

*Chas. E. Evans, Jr.*  
Chairman..

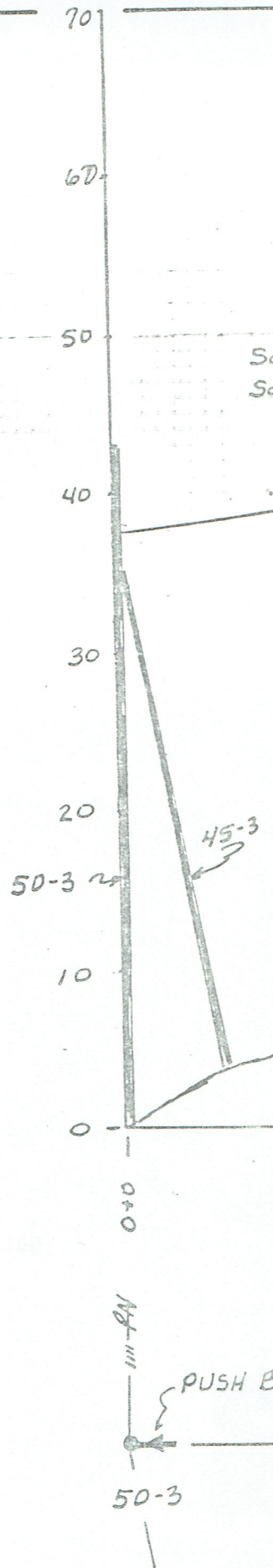
\_\_\_\_\_  
Vice President.

MHW:3-01-83  
7734





TYPICAL DETAIL



HARRIMAN UTILITY BOARD  
HARRIMAN, TENNESSEE

SOUTHERN RAILWAY SYSTEMS  
CINCINNATI TO CHATTANOOGA LINE  
APPROX. 300' S.W. OF MP 261  
600 VOLT CABLE FOR SCOTTISH INN  
SIGN.

DWG. NO. E-169-S

R. HALL 1-21-1983



#4- $\frac{3}{8}$  - 600V TRIPLEX CABLE  
FULL ACSR BARE NEUTRAL MESSENGER  
"PERIWINKLE"

ag @ 60°F = 2.71'  $T_{60}$  = 340#  
ag @ 120°F = 3.71'  $T_{120}$  = 250#

Application Approved:

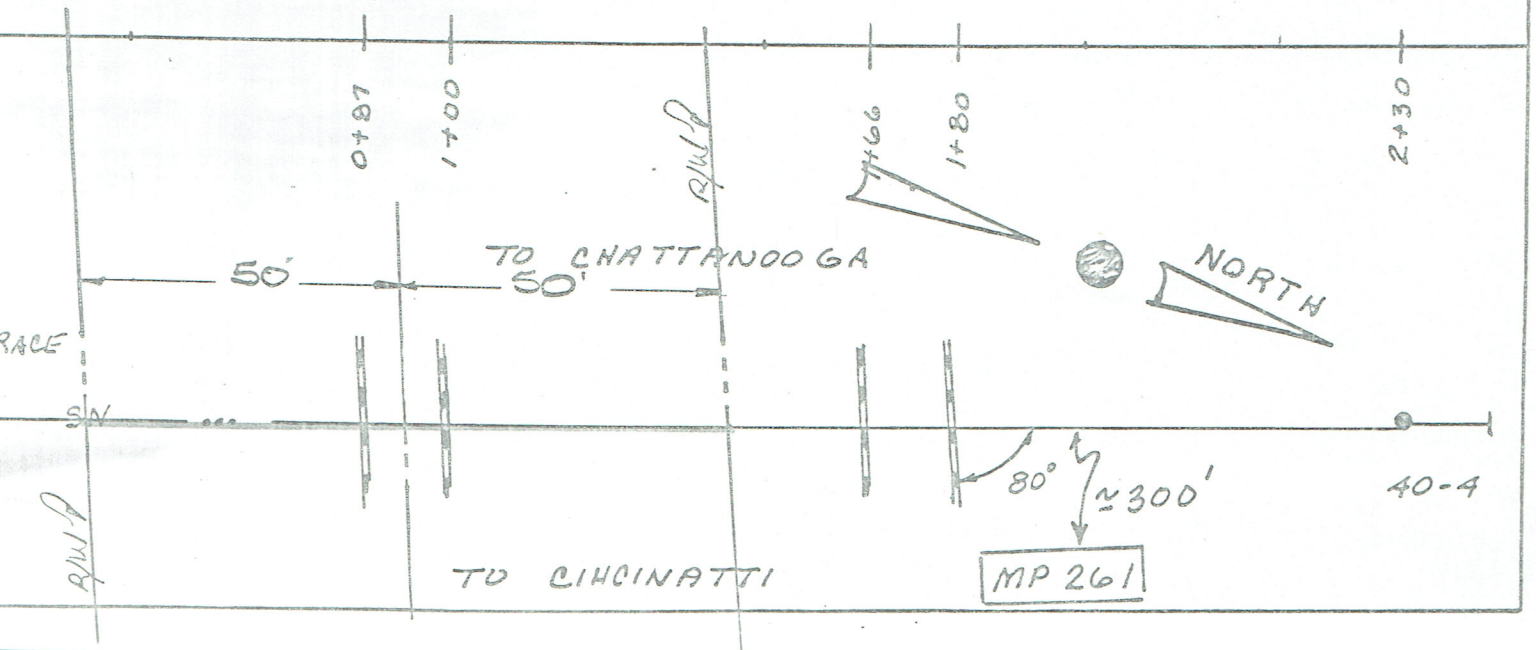
Div. Superintendent

Chief Engr. Dsgn. & Const. MW&S

*W. Strickland*  
Dir. Engr.

C & S Dept.

HARRIMAN, TENN.  
120-3-2262  
C.N.D. & T.P. v. TN/31





May 31, 1983

Mr. C. B. Bailiff, Superintendent  
Southern Railway System  
South Main Street  
Somerset, Kentucky 42501

Dear Mr. Bailiff:

Please find enclosed corrected copies of agreement between  
CNO & TP and City of Harriman concerning construction and  
maintenance of an overhead line crossing at Harriman, Tn.

If other information is needed, please let me know.

Very truly yours,

Jack Howard  
MANAGER

JH:el

Encl

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# *Southern Railway System*

*Transportation Department  
S. Main Street  
Somerset, Kentucky 42501*

C. B. BAILIFF  
SUPERINTENDENT

May 3, 1983

TELEPHONE  
(606) 678-5431

Mr. Jack Howard, Manager  
Harriman Utility District  
P. O. Box 434  
Harriman, TN 37748

Dear Mr. Howard:

This refers to my letter dated April 26, 1983, forwarding you a revised agreement in connection with an agreement dated March 28, 1983, effective March 17, 1983, between CNO&TP and City of Harriman, Tennessee, concerning construction and maintenance of an overhead wire line crossing at Harriman, Tn.

Per conversation with your office on April 29, you advised that the first page of the revised drafts failed to include the word, "grants" in Article 1 of the proposed draft.

I now attach herewith, two pages of a revised page one, for your inclusion in the drafts that you now have. Thank you for your attention to this matter.

Very truly yours,

  
C. B. Bailiff  
SUPERINTENDENT



# *Southern Railway System*

*Transportation Department  
S. Main Street  
Somerset, Kentucky 42501*

April 26, 1983

C. B. BAILIFF  
SUPERINTENDENT

TELEPHONE  
(606) 678-5431

Mr. Jack Howard, Manager  
Harriman Utility Board  
P. O. Box 434  
Harriman, TN 37748

Dear Mr. Howard:

This refers to agreement dated March 28, 1983, effective March 17, 1983, between CNO&TP and City of Harriman, Tennessee, concerning construction and maintenance of an overhead wire line crossing at Harriman, Tn.; \$50 consideration; terminable 60 days' notice.

On April 9, 1983, I forwarded to you the above captioned counterpart dated March 28, 1983, concerning this matter.

Our attorneys in Washington advise that the agreement was incorrect and I am now forwarding to you the revised agreement, which will supersede and cancel the agreement referred to above.

I would appreciate your having same executed by the City and return to me for like execution by the Railway. Thank you for your attention to this matter.

Very truly yours,

*C. B. Bailiff*  
C. B. Bailiff  
SUPERINTENDENT

*Chairman authorized to sign 3/12/83*



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THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY, an Ohio corporation, hereinafter styled Company; and

CITY OF HARRIMAN, Tennessee, acting by and through the Harriman Utility Board, hereinafter styled Licensee:

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2. Licensee will construct and maintain Facility, at its expense, in such manner as will not interfere with operations of Company or endanger persons or property of Company, and in accordance with (a) plans and specifications (if any) shown on said print and any other specifications reasonably prescribed by Company, (b) applicable regulations prescribed by statute or by governmental authority, and (c) applicable specifications adopted by the Association of American Railroads when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above. Licensee shall give the Division Superintendent of Company at least 72 hours' advance notice of Licensee's intention to begin construction of said Facility. Licensee will, at its expense, make such changes in location, grade or construction of Facility, as may be, at any time, required by Company.

3. If said Facility causes degradation of the signal, communications or other electronic facilities of Company or its affiliates or subsidiaries, or endangers the personnel of Company or anyone else entitled to be on Company's property, through inductive or electrostatic interference or otherwise, Licensee, at the request of Company, and at Licensee's expense, will modify said Facility to the satisfaction of Company so as to eliminate such degradation or danger. Such modification may include, without limiting the generality of the foregoing, transposing circuits or providing additional shielding, filters, reactances or any other corrective measure deemed necessary. If Licensee fails to take such corrective measures in a timely manner or if an emergency situation is presented which in the Company's judgment requires immediate action, Company may undertake such corrective measures as it deems necessary or desirable but at Licensee's expense.

4. If Facility endangers or interferes with operations of Company, or if Licensee is in default hereunder and does not remedy such default or condition after notice by Company so to do, this license may be revoked by Company and Licensee shall, at its expense, upon written notice by Company, and in any event upon termination of this agreement by either party as hereinafter provided, remove Facility from Company's property and restore said property to its condition existing prior to construction of Facility. If



Licensee fails to remove Facility, Company may do so at Licensee's expense. If an emergency arises which in Company's judgment requires immediate repairs to Facility, Licensee will, upon request, do the necessary work, or failing so to do, Company may make such repairs at Licensee's expense.

5. Said Facility shall be constructed and maintained at the sole risk of Licensee and Licensee agrees, without regard to negligence on the part of Company or any other corporation controlling, controlled by or under common control with Company, to save Company or any other corporation controlling, controlled by or under common control with Company, wholly harmless from and against all claims, damages, expenses and liability (whether or not such liability has been judicially determined) for loss of life, personal injury or damage to property, resulting from or in any manner attributable to the construction, maintenance, use, operation or presence of the Facility and the inductive or electrostatic fields generated thereby, or to the presence of the equipment or employees of Licensee, on Company's property.

6. This agreement is intended to and hereby does supersede and cancel, as of the effective date hereof, that certain written agreement between the parties hereto dated March 28, 1983, concerning construction and maintenance of the above mentioned overhead wire line crossing.

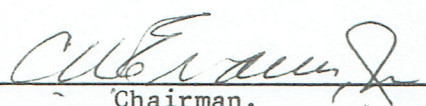
7. This agreement shall take effect as of the 17th day of March, 1983, and may be terminated by either party hereto at any time by 60 days' written notice to the other of such termination.

EXECUTED in duplicate, each part being an original, as of the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

THE CINCINNATI, NEW ORLEANS AND  
TEXAS PACIFIC RAILWAY COMPANY,  
By

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

\_\_\_\_\_  
Vice President.

  
Chairman.

MHW:4/22/83  
7374



- 3/4" - 600V TRIPLEX CABLE  
ALL ACSR BARE NEUTRAL MESSENGER  
"ERIWINKLE"

2.71'  $T_{60} = 340\#$   
3.71'  $T_{120} = 250\#$

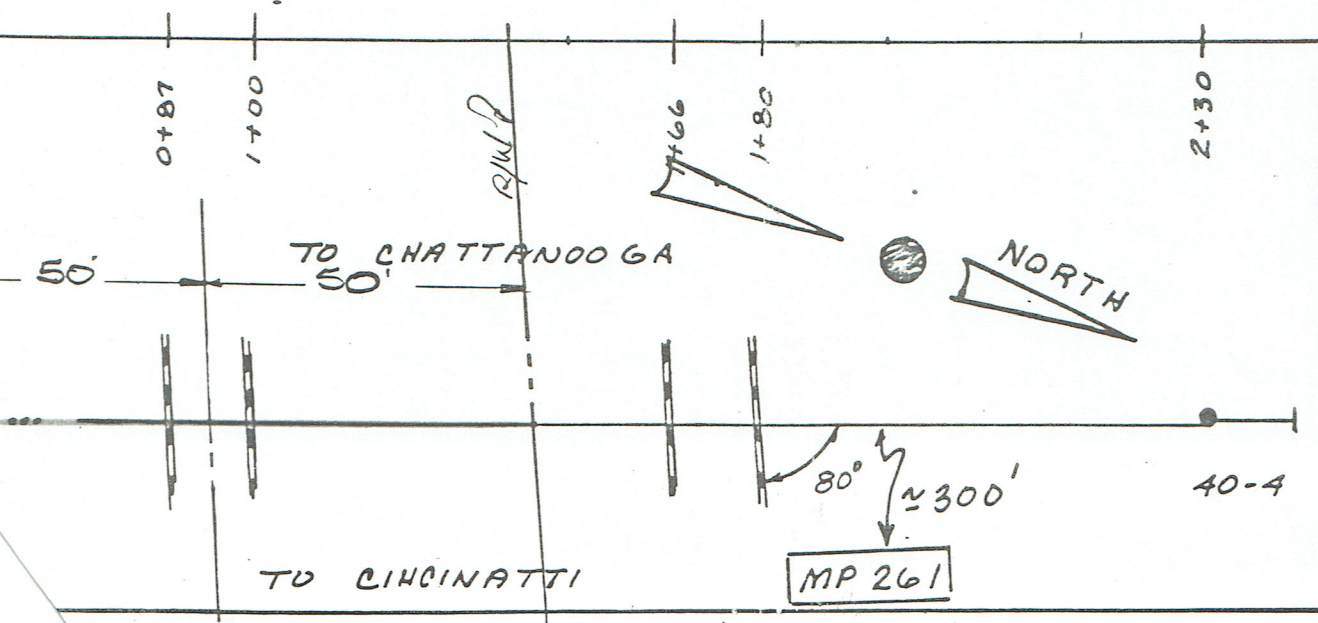
Application Approved:

Div. Superintendent

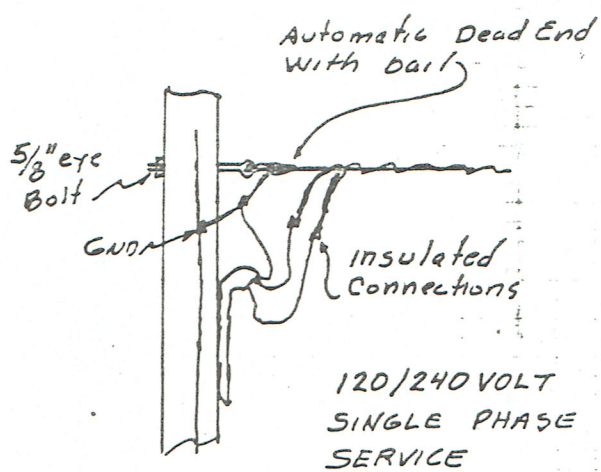
Chief Engr. Dsgn. & Const. MW&S

*W. Strickland*  
Dist. Engr. C & S Dept.

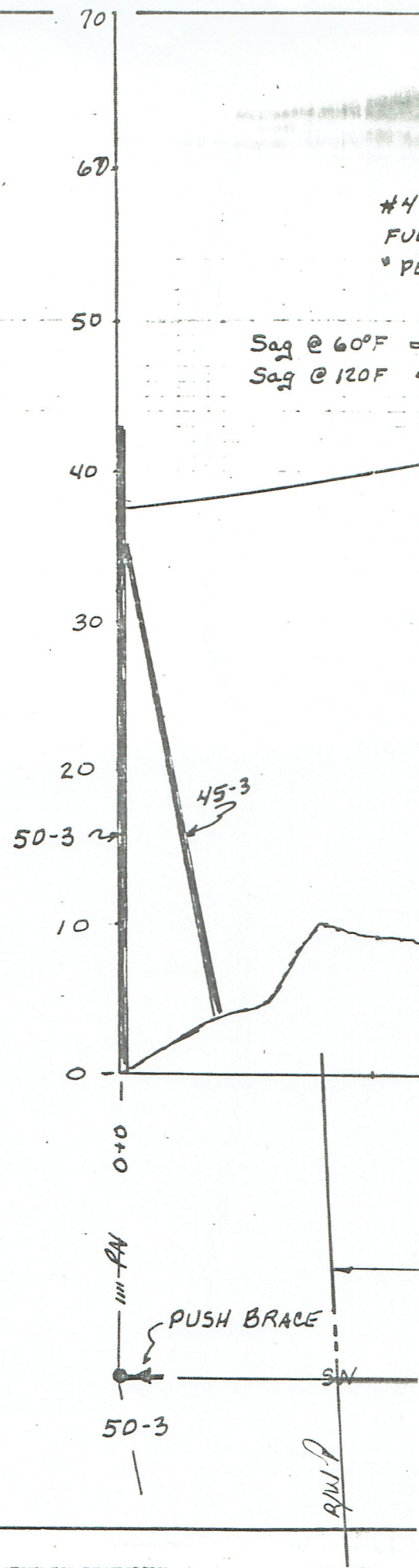
HARRIMAN, TENN.  
120-3-2262  
C.N.O. & T.P. v. TN. / 31







TYPICAL DETAIL



HARRIMAN UTILITY BOARD  
HARRIMAN, TENNESSEE

SOUTHERN RAILWAY SYSTEMS  
CINCINNATI TO CHATTANOOGA LINE  
APPROX. 300' S.W. OF MP 261  
600 VOLT CABLE FOR SCOTTISH INN  
SIGN.

DWG. NO. E-169-S

R. HALL 1-21-1983