

Southern Railway System

795AAC CHESTNUT
ST. EXTENSION
NEW SEWER PLANT
LINE

*Operating Department
Office of Superintendent
P. O. Box 1791
Knoxville, Tennessee 37901*

GEORGE S. BARON
SUPERINTENDENT

TELEPHONE
(615) 522-7225

March 19, 1979

File LH-65

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

Dear Mr. Howard:

Enclosed herewith for your information and record is fully-executed counterpart of agreement dated March 7, 1979, effective same date, between Southern and City of Harriman, acting by and through the Harriman Utility Board, concerning an overhead power wire line crossing and anchor, Harriman, Tennessee.

Yours truly,

GS Baron
Superintendent

St/mm

Enc.

IT IS AGREED between

SOUTHERN RAILWAY COMPANY, a Virginia corporation,

hereinafter styled Company; and

CITY OF HARRIMAN, Tennessee, acting herein 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 power wire line and anchor, across, along 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 **marked Exhibit "A"**.
and yellow

Licensee will pay the sum of **\$50.00** as a consideration for the license hereby granted. Licensee further agrees to pay unto Company for said privilege a rent of **NONE** ~~DOLLARS (\$ -0-)~~ per annum, payable annually in advance. 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 shall take effect as of the 7th day of March, 19 79, 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 March 7, 1979.

SOUTHERN RAILWAY COMPANY,

By

o/r

W. V. McLean
Vice President.

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

By

James D. Rose
Chairman.

MHW:1-18-79:7374