Southern Railway System

RED CAP NEAR ARMORT

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

PAUL R. RUDDER
SUPERINTENDENT

TELEPHONE (615) 522-7225

September 21, 1976 File LH-65

Mr. Richard A. Hall, Engineer Harriman Utility Board P. O. Box 434 Harriman, Tennessee 37748

Dear Mr. Hall:

Enclosed herewith for your information and record is fully executed counterpart of agreement dated September 13, 1976, effective same date, between Southern and City of Harriman, Tennessee, acting by and through the Harriman Utility Board, concerning construction and maintenance of an aerial wire line crossing located 415 feet north of Mile post 47-P, near DeArmond, Tennessee.

Yours truly,

Superintendent

Enc.

Southern Railway System

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

PAUL R. RUDDER
SUPERINTENDENT

TELEPHONE (615) 522-7225

August 9, 1976

File LH-65

Mr. Richard A. Hall, Engineer Harriman Utility Board P. O. Box 434 Harriman, Tennessee 37748

Dear Mr. Hall:

In connection with your application for aerial wire line crossing 415 feet north of Milepost 47 near DeArmond, Tennessee, I enclose draft of proposed agreement between Southern and City of Harriman, Tennessee, acting by and through the Harriman Utility Board.

If satisfactory, please have the agreement executed, in duplicate, by the Chairman and return both copies to me with the City's check in the amount of \$50.00 and certified copy of resolution authorizing the Chairman to sign. We will then have the instrument executed on behalf of Southern and furnish you counterpart for your records.

Please do not have the agreement dated, as that will be done when signed by Southern.

As requested in your July 13 letter, attached are copies of Southern Railway clearance requirements for wire line crossings.

Yours truly,

Superintendent

Enc.

Mr. Paul R. Rudder, Superintendent Southern Railway System P. O. Box 1791 Knoxville, Tennessee 37901

Dear Mr. Rudder:

The City of Harriman, Tennessee acting by and through the Harriman Utility Board, request the approval of our application for crossing over your Harriman to Knoxville track approximately 415 feet N E of Milepost 47.

We submit the following data covering this application.

1) Location See above
2) Type Utility Electric
3) Type of Wire (1/0 ACSR N (3/0 ACSR N)
4) Maximum Voltage 15 KV

5) Three (3) Prints

6) Harriman Utility Board Members: Olin Williams Bill Newcomb

Allan Watson Bob Moody Ed Browder

Very truly yours,

Richard A. Hall ENGINEER

RAH:el

Enclosures: 1 Application

3 Prints

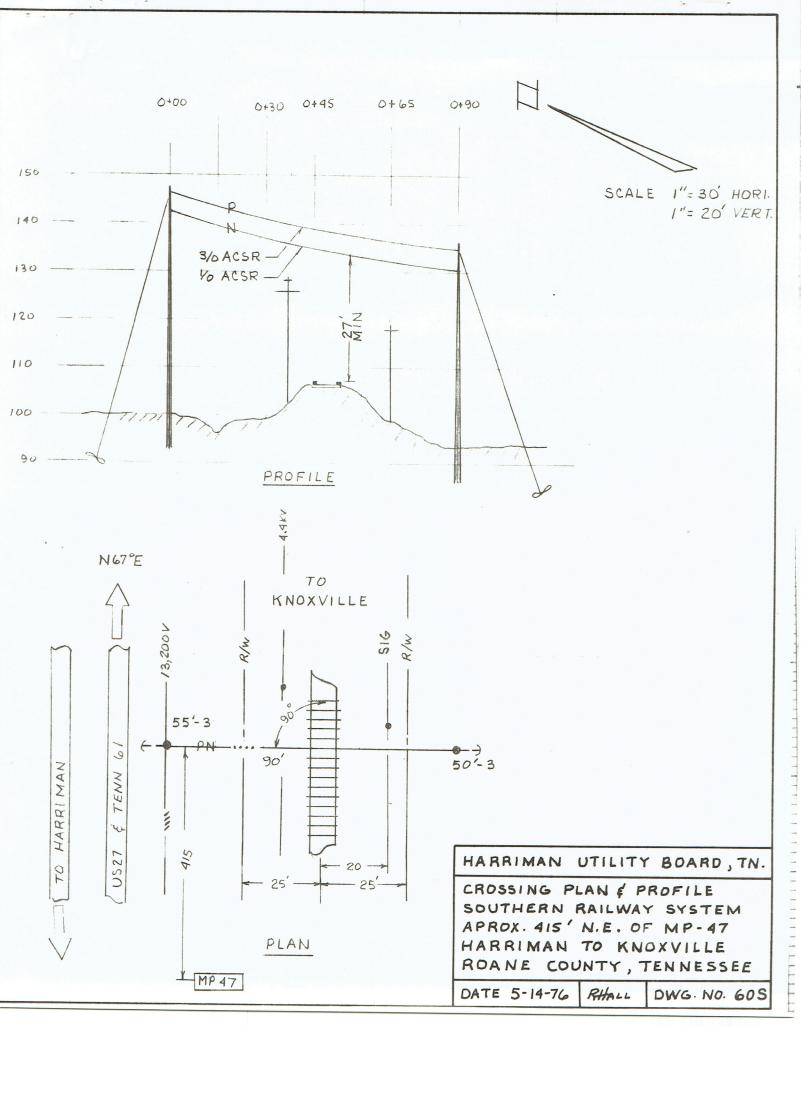
SOUTHERN RAILWAY SYSTEM

APPLICATION FOR WIRE CROSSING

ELECTRIC LIGHT, POWER SUPPLY AND TROLLEY LINES

To the Superintendent of Knoxville	Division:		
The undersigned hereby makes application to cross the right of way of the	Southern	Railway	
Company with a line of wires, as described below, forming a part of the applicant's line extending from to Hickman Sub-division —, 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 required by the Railway Company to cover said crossing.			
DESCRIPTION OF PROPOSED CROSSING			
Proposed crossing to be located	47		
between Harriman and Knoxville	and will	be overgrade.	
Angle between center line of main track and supply line crossing span to be			
The line will approach the crossing from NXXX sides in a generally		direction	
at 523 W degrees.			
Number of tracks to be crossed 1 Number of pole lines to be crossed 2			
Number of poles on right of way of Railway Company. O Number of guys or anchors. O			
Distance from crossing poles or towers to center line of nearest main track there E 523 40 ft.			
S or Wft.			
Distance from crossing poles or towers to center line of nearest side track N or E			
S or Wft.			
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 co	mmunication lines:	ft.	
Type of Supports Poles. Poles have Double crossarms or vertical construction employing Clevises			
If wood poles are used, give kind of timber Southern Pine Length of pole 1-50-3; 1-55-3 ft.			
Circumference at top in. Circumference six feet from butt 40"; 41.5" in.			
Depth of pole to be set in ground 7 ft. Show on drawing location of all guys and anchors.			
A. C. Voltage 13,200 No. phases 3 Operation Delta			
Configuration to be shown on drawing			

Cycles 60 No. wires 4 Is neutral ground employed in	supply line? Yes		
Will voltage be increased later? No If so, to what voltage			
D. C. Voltage No. wires C drawing.	onfiguration to be shown on		
Size of wire. 3/0 gauge AWG Material of wire. ACSR Bare Stranded AWG Material of wire. ACSR	Soft drawn.		
Insulators, Material Porcelain Type Rigid Dead-end Voltage Rational Secretary	ing 15 KV		
Height of lowest wire above top of rail	wire support above ground		
Minimum vertical separation between nearest crossing wire and Railway communication w	vires 8 ft.		
Railway signal wires 16 ft.			
Length of crossing span. 90 ft.			
Length of spans adjacent to crossing span N. or E	ft.		
Maximum sag in crossing span 1.0 ft. at 60 degrees Far.			
Maximum stress in each gauge of wire: 3/0 gauge 1500 lbs. 1/0A	CSR gauge 1500		
lbs. under applicable loading conditions. Applicant will attach drawing showing layout of proposed crossing and details of constru	uction.		
UNDERGRADE CROSSING			
Depth below base of rail			
Number of ductsft. 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:			
(Town) (State)			
Application Approved: Tit	tle		
Superintendent	Superintendent Communications		
	gnal and Electrical Superintendent		



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 aerial wire line crossing upon the right of way or property (hereinafter called "property") of Company, near DeArmond, the aforementioned installation, hereinafter called "Facility", being that identified and located substantially as shown in red color on annexed print of Drawing No. 608, dated May 14, 1976, (furnished by Licensee).

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 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 13thday of September , 19 $\frac{76}{100}$, 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 September 13, 1976.

SOUTHERN RAILWAY COMPANY,

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

By

Vice President.

MHW:8-5 76:7374

