

Southern Railway System

CENTRAL LINES

Office of Chief Engineer, M. of W. & S.

Knoxville 24, Tenn.

ROBERT B. MIDKIFF
CHIEF ENGINEER, M. OF W. & S.

April 12, 1962

9525

Mr. S. D. Kelley
Assistant Manager
Harriman Utility Board
Harriman, Tenn.

Dear Sir:

Enclosed for your file is completely executed copy of agreement applying to your power wire crossing at Milepost 48-D minus 540 feet.

Yours very truly,

R B Midkiff
Chief Engineer, M. W. & S.

ret/w
Encl.

THIS AGREEMENT, made this March 13, 1962, 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 line of power wires upon and across the right of way or property (hereinafter called property) and over the tracks of Company, at a point 540 feet northeast of Milepost 48-D, at HARRIMAN, Tennessee;

the aforementioned installation, and appurtenances if any, being hereinafter referred to as "Facility" and being located substantially as shown on print of Drawing No. 20735, dated November 16, 1961, 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

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:

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

2ms

James V. Smiley
As to Company.

Charles W. Davison
Vice President.

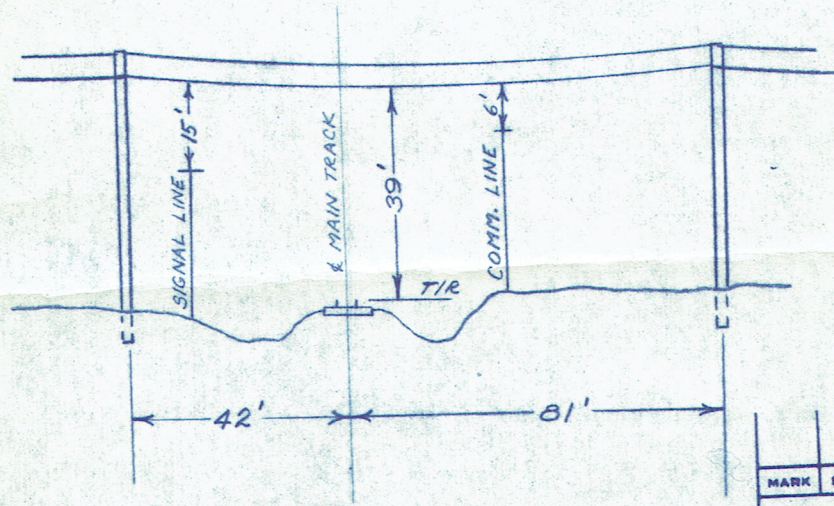
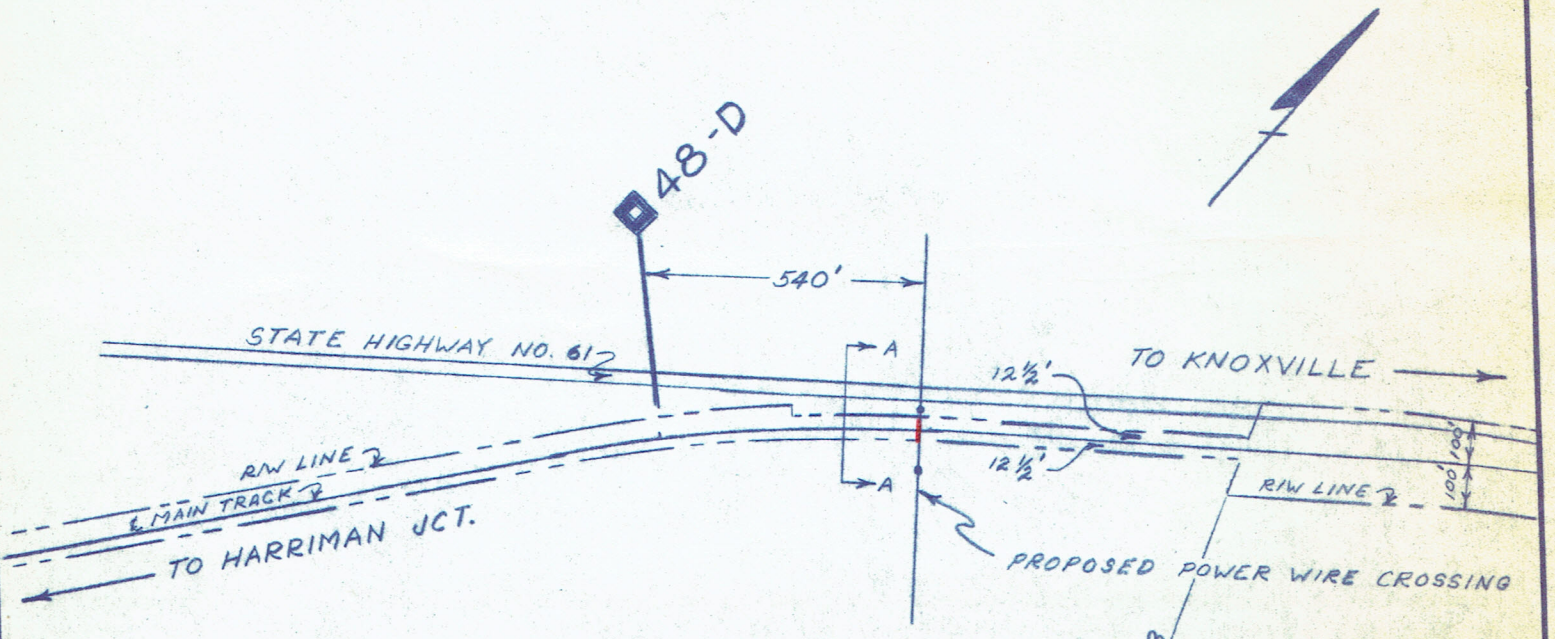
In presence of:

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

John Edward
As to Licensee.

Lawrence Williams
Chairman.

ROANE COUNTY, TENN.



SECTION AA - no scale

NOTE: Proposed wire crossing shown colored red.

MARK	DATE	BY	DESCRIPTION
REVISIONS			
SOUTHERN RAILWAY SYSTEM CENTRAL LINES			
OFFICE OF CHIEF ENGINEER, M. W. & S.			KNOXVILLE TENN.
HARRIMAN, TENN. PROPOSED POWER WIRE CROSSING BY HARRIMAN UTILITY BOARD AT MILE POST 48-D MINUS 540 FEET.			
DES.	M.P.	SCALE 1"=400'	FILE NO. 9525
DR.			
TR.			
CH.			