

THIS AGREEMENT, made and entered into this 18 day of April, 1958,  
by and between

HARRIMAN AND NORTHEASTERN RAILROAD COMPANY, a Tennessee corporation,

hereinafter styled the COMPANY, of the first part; and

CITY OF HARRIMAN, a municipal corporation of Tennessee, acting herein by and  
through the Harriman Utility Board,

hereinafter styled the LICENSEE, of the second part;

W I T N E S S E T H:

THAT the COMPANY, in consideration of the covenants of the Licensee, hereby gives and grants unto the Licensee, in so far as the Company's present title enables it so to do, and subject to the terms and conditions herein expressed, the right or license to construct and maintain a line of power wires, and supports thereof, upon and across the right of way and over the main track of the Company, at a point 4100 feet North of Milepost 1, at HARRIMAN, Roane County, Tennessee, in accordance with the Specifications, Rules and Regulations of the Railroad and Public Utilities Commission of the State of Tennessee, now in effect;

the above mentioned installation, together with appurtenances, if any, in connection therewith, being hereinafter referred to as "Facility" and being located substantially as shown on print of Drawing No. 35629, dated January 29, 1958;

hereunto annexed and hereby made a part of this agreement.

AND the LICENSEE hereby covenants and agrees in consideration of said license:

1. That the Licensee will install or construct, operate and thereafter maintain said Facility in such manner and condition that the same will not in any way interfere with the safe and proper operation and maintenance of the railroad of the Company or business conducted thereon, or endanger life or limb of persons on the premises of the Company. The Licensee further agrees to install or construct and thereafter maintain and use the Facility in accordance with (a) plans and specifications (if any) shown or noted on said annexed print and such other specifications as may reasonably be prescribed by the Company, (b) applicable rules and regulations prescribed therefor by statute or by proper Governmental authority, and (c) applicable current specifications adopted by the Association of American Railroads in so far as they do not conflict with plans and specifications or rules and regulations mentioned in items (a) and (b) above.

2. That in the event the construction, maintenance, use or control of the right of way and property of the Company or present or future tracks or structures thereupon shall make necessary or advisable any change in the location, grade, elevation or construction of the Facility, the Licensee agrees that it will, at its own cost and expense, upon written notice to it by the Company, make such change in said Facility as may be necessary to meet the requirements of the Company for the purposes aforesaid, and thereafter maintain the same hereunder in all other respects as herein provided.

3. That the Licensee shall be responsible for any and all injury to or death of persons or loss of or damage to property which may accrue from or be attributable to the construction, maintenance, use or presence of the Facility upon the right of way or property of the Company, whether said loss, injury or damage shall result from the negligence of the Licensee, its agents or employees, in or about or in connection with the construction, maintenance, or use of said Facility, or otherwise; and the Licensee shall indemnify and save harmless the Company from and against any and all such loss, injury or damage.

4. That in the event that the Licensee shall make default in the performance of any one or more of its covenants in this agreement contained, or in the event that the said Facility shall by reason of improper maintenance or otherwise become a source of danger to, or be likely to interfere with, the operations of the Company on its said line