

THIS AGREEMENT, made this 26 day of October, 1959, between

THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY, an Ohio 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 present title enables it so to do, the right or license to construct and maintain a line of power wires, and supports thereof, upon and across the right of way or property (hereinafter called property) and over the tracks of Company, at a point 2977 feet north of Milepost 260, at or near **EMORY GAP, Roane County, Tennessee**;

the aforementioned 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 dated August 4, 1959, revised August 24, 1959 (furnished by Licensee),

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 thereafter maintain said Facility in such manner and condition that Facility will not in any way interfere with the safe and proper operation and maintenance of the railroad of Company or business conducted thereon, or endanger life or limb of persons on the 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) 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. If the construction, maintenance, use or control of the property of 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, Licensee will, at the expense of Licensee, upon written notice from Company, make such change in said Facility as may be necessary to meet the requirements of Company for the purposes aforesaid, and thereafter maintain the same hereunder in all other respects as herein provided.

2. If Licensee shall make default in the performance of any of covenants of Licensee herein contained, or if said 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 or the condition complained of by Company within 30 days after notification by Company so to do, the license hereby granted may, at the expiration of such 30 day period, at the option of Company, be revoked, and Licensee shall, at the expense of Licensee, upon written notification by Company so to do, and in any event upon the termination of this agreement by either party if provision is hereinafter made for such termination, forthwith remove said Facility from the property of Company and restore said property to condition existing prior to the construction of said Facility thereupon; or, in default thereof, Company may, at its election, take such action as is necessary to require removal of said Facility by Licensee, or itself remove the same and restore the condition of said

property at the expense of Licensee; PROVIDED, however, that in the event of an emergency necessitating, in the judgment of the proper officer of Company, immediate repairs to said Facility, Licensee shall do and perform 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 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 property of Company, whether said loss, injury or damage shall result from the negligence of Licensee, or agents or employees of Licensee, in or about or in connection with the construction, maintenance or use of said Facility, or otherwise; and Licensee shall indemnify Company against all such loss, injury or damage.

4. Licensee will pay, upon the execution and delivery of this agreement, the sum of **\$15.00** 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 PACIFIC RAILWAY COMPANY,
By

Charles L. Davison
Vice President.

James V. Smiley
As to Company.

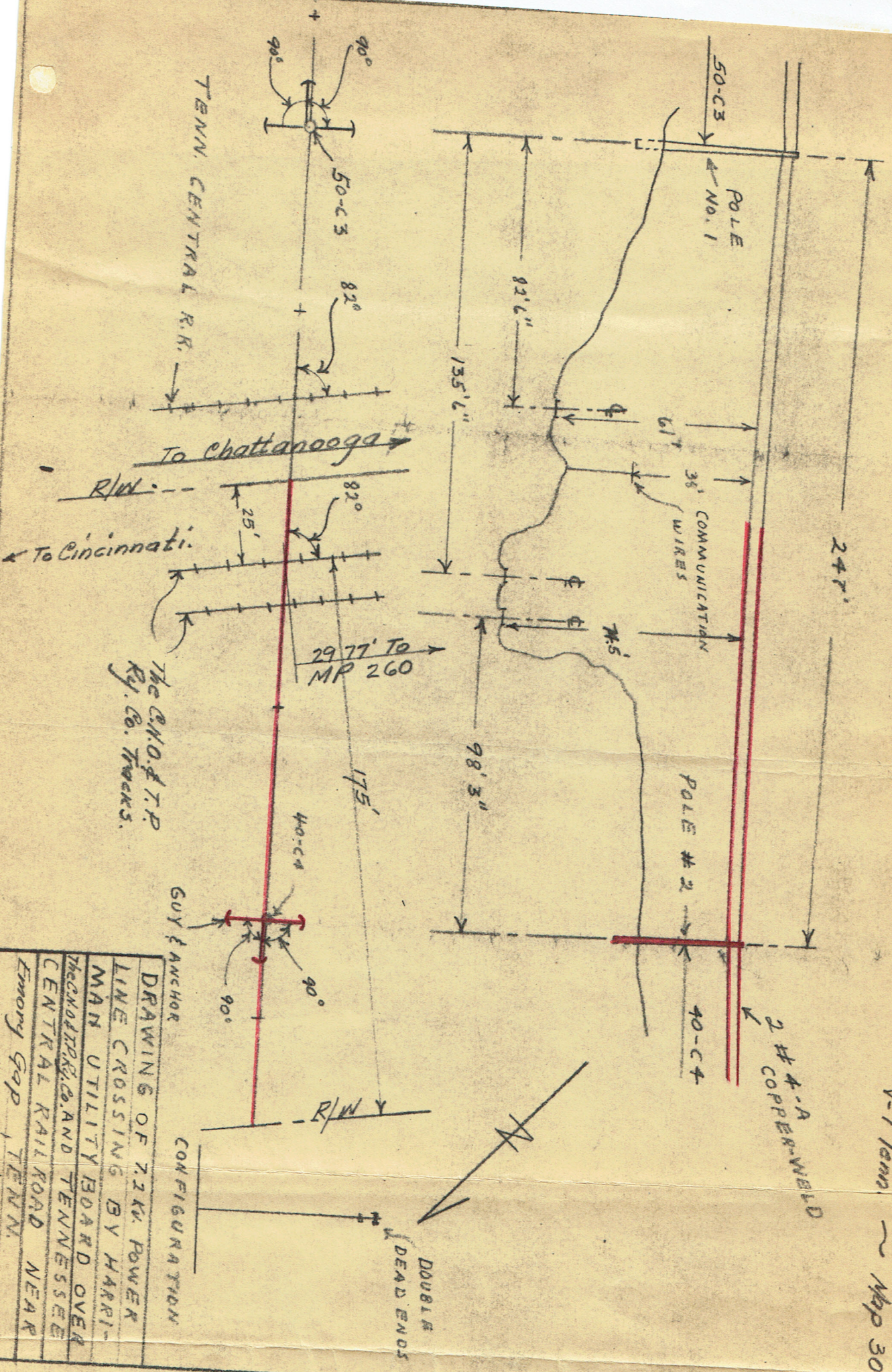
In presence of:

CITY OF HARRIMAN, Tennessee, act-
ing herein by and through the
Harriman Utility Board,
By

J. L. Crowder
Chairman.

Tom M. Evans
As to Licensee.

Roane County, Tenn.
V-1 Tenn. ~ Map 30.



DRAWING OF 72KV POWER
LINE CROSSING BY HARRI-
MAN UTILITY BOARD OVER
THE CHATTAHOOCHEE AND TENNESSEE
CENTRAL RAILROAD NEAR
Emory Gap, TENN.
DATE: AUG 4 1958