

THIS AGREEMENT, made and entered into this 3rd day of August, 1954,
by and between

THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, hereinafter styled the COMPANY, of the first part; and

CITY OF HARRIMAN, Tennessee, a municipal corporation created and existing under and by virtue of the laws of the State 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 across the right of way or property and over the main track of the Company, (a) a line of power wires 1470 feet southwest of Milepost 262, and (b) a line of power wires 10 feet east of Milepost 263, at or near CARDIFF, 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^s of Drawing Nos. 31743 and 31744, each dated March 5, 1954,

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

of railroad, and the Licensee shall not remedy such default or the condition complained of by the Company within thirty (30) days after being notified by the Company so to do, then and in either of such events the license hereby granted may, at the expiration of such thirty (30) day period, at the option of the Company, be deemed to be forfeited, and the Licensee shall, at its own cost and expense, upon being notified by the Company, in writing, so to do, forthwith remove its said Facility from the right of way or property of the Company and restore said right of way or property to condition existing prior to the construction of said Facility thereupon; or, in default thereof, the Company may bring an action to require the removal of said Facility by the Licensee, or may itself remove the same and restore the condition of said right of way or property, at the expense of the Licensee; PROVIDED, however, that in the event of an emergency necessitating, in the judgment of the proper officer of the Company, immediate repairs to said Facility, then and in such event the Licensee shall do and perform the requisite work forthwith upon request of the Company, or, failing so to do, the Company may itself make such repairs, but at the cost and expense of the Licensee.

5. That the Licensee will pay, upon the execution and delivery of this agreement, the sum of \$30.00 as a contribution toward the engineering, legal and supervision expense incurred by the Company.

AND IT IS MUTUALLY COVENANTED AND AGREED:

6. That this agreement shall inure to the benefit of and be binding upon the respective successors, heirs 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:

James V. Smiley
Joseph W. Dorothy
As to Company.

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

Joseph W. Dorothy
Vice President.

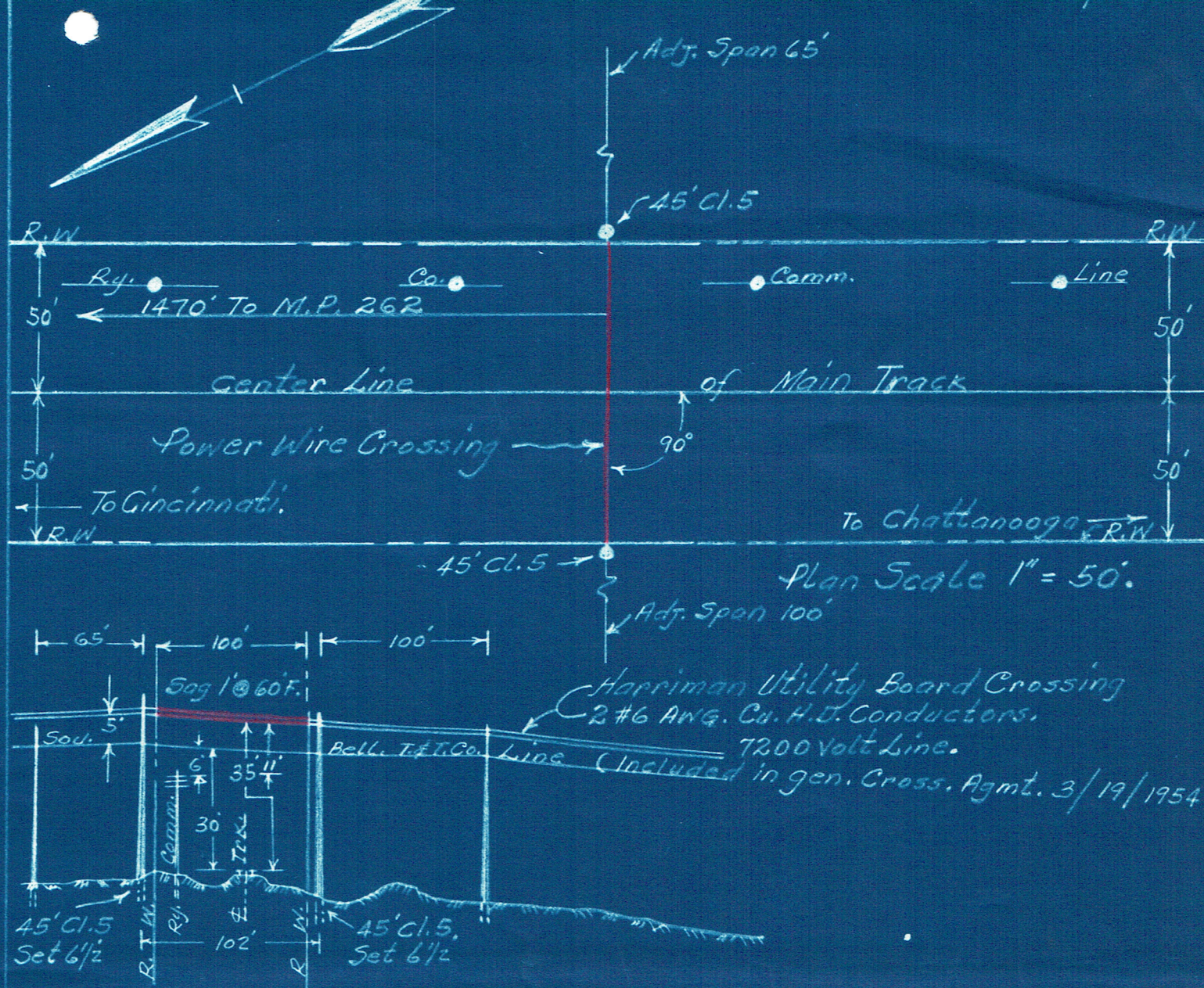
In presence of:

James E. Pegue
C. E. [unclear]
As to Licensee.

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

By R. H. Miller
Chairman.

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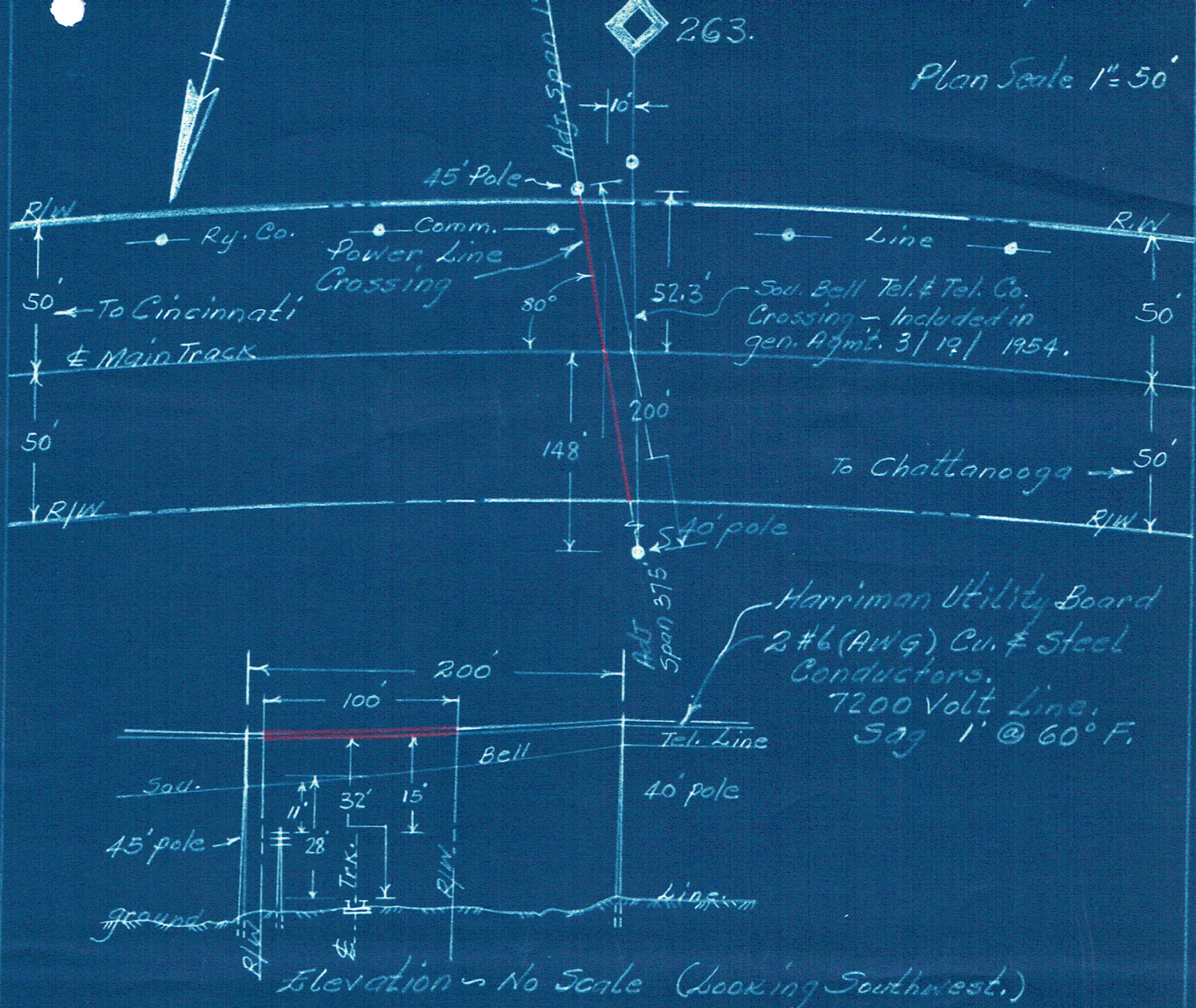


Southern Railway System
Western Lines C.N.O. & T.P. Ry.

Cardiff, Tennessee.
Overhead Power Wire Crossing For
Harriman Utility Board.

Office of Ch. Engr. MW&S. Cincinnati, Ohio.
Scale: As Shown. - R.L.L. - March 5, 1954.

Drawing No. 31743.
File C-15012-8.



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