

THIS AGREEMENT, made and entered into this 14<sup>th</sup> day of May, 1954, by and between

HARRIMAN AND NORTHEASTERN RAILROAD COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Tennessee, hereinafter for convenience styled the Railroad Company, party 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 for convenience styled the Board, party of the second part;

W I T N E S S E T H:

THAT the RAILROAD COMPANY, for and in consideration of the rentals herein agreed to be paid to it by the Board, as hereinafter stated, and of the covenants of the Board upon its part to be kept and performed, as hereinafter expressed, hereby gives and grants unto the Board, in so far as the Railroad Company's present title enables it so to do, the right or license, determinable as hereinafter provided, and subject always to revocation by the Railroad Company for default in payment of rentals or breach of covenant by the Board, to construct and maintain a line of power wires, and supports for same, upon and along the southerly side of the right of way or property of the Railroad Company and over track No. 2-6, at a point 3200 feet west of Milepost 2, and track No. 2-5, at a point 3970 feet west of Milepost 2, at or near HARRIMAN, in the County of Roane and State of Tennessee, substantially as shown in red on blueprint of Drawing No. 31792, dated March 23, 1954, hereunto annexed and hereby made a part of this agreement.

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

1. That it will yield and pay unto the Railroad Company the rent or sum of FIFTEEN DOLLARS (\$15.00) per annum, payable in advance, for each year during the life of this agreement, beginning as of the effective date hereof as herein-



after in Article 6, provided.

2. That this license is a personal privilege to the Board hereunder, and shall not be transferred or assigned without the consent, in writing, of the Railroad Company.

3. That it will, at its own cost and expense, construct and maintain said line of power wires, and supports thereof, upon and along the right of way or property of the Railroad Company in all respects in accordance with the plans and specifications shown and indicated on said annexed blueprint and the reasonable requirements of the Railroad Company; that it will construct said crossings in strict accord with the "SPECIFICATIONS, RULES AND REGULATIONS OF THE RAILROAD AND PUBLIC UTILITIES COMMISSION OF THE STATE OF TENNESSEE", now in effect; and will, at all times thereafter during the life of this agreement, maintain and renew said wires, and supports for same, in so far as they may be upon or near the right of way or property of the Railroad Company, in strict accord with said specifications, as hereafter modified or amended, and in such condition that said wires and supports shall not interfere with the operations of the Railroad Company on its said line of railroad; it being understood that the work of constructing and maintaining said wires and supports shall, at all times during its progress, be subject to the inspection and supervision, and upon its completion to the approval, of the proper officer of the Railroad Company.

4. That in the event that the proper use, maintenance and control of the right of way and property of the Railroad Company, or the proper construction, maintenance or use of the telegraph, telephone or signal wires located thereon, shall hereafter make necessary any change of location of said line of power wires of the Board, or the supports thereof located on said right of way or property of the Railroad Company, then and in such event the Board agrees that it will, at its own cost and expense, within twenty (20) days after notice, in writing, given to the Board by the Railroad Company so to do, make such change in the location of its said line of power wires, or the supports thereof, as may be required by the Railroad Company, for the purposes aforesaid; or, in default thereof, the Railroad Company may itself make such change in the location of said line of power wires



and supports, but at the cost and expense of the Board.

5. That the Board shall be responsible for any and all loss of or injury or damage to person or property which may accrue from or be attributable to the construction or maintenance of its said line of wires, and supports thereof, upon and along the right of way or property and over the tracks of the Railroad Company, or across or parallel with any lines of telegraph, signal or other wire lines located upon said right of way or property of the Railroad Company, whether said loss, injury or damage shall result from the negligence of the Board, its agents or employees, in or about the construction or maintenance of said wire line or supports of the Board, or otherwise; and the Board shall indemnify and save harmless the Railroad Company or the owners or users of such structures or wire lines on said right of way or property of the Railroad Company from and against any and all such loss, injury or damage.

AND IT IS MUTUALLY COVENANTED AND AGREED:

6. That this agreement shall take effect as of the 1<sup>st</sup> day of June, 1954. Either party hereto may terminate this agreement at any time hereafter by serving upon the other thirty (30) days' notice, in writing, of the election to terminate the same; and at or before the expiration of the time limited by such notice, the Board will remove said line of wires, and supports thereof, from the right of way or property of the Railroad Company, and restore said right of way or property to condition existing prior to the construction of said line of wires, and supports thereof, thereupon; or, in default thereof, the Railroad Company may bring an action to require the removal of said line of wires, and supports thereof, by the Board, or may itself remove the same from and restore the condition of said right of way or property at the expense of the Board.

7. That the right of the Railroad Company to revoke this license and require the removal of said line of wires, and supports thereof, by notice to the Board, as aforesaid, shall always obtain, notwithstanding payment of rental in advance and full compliance by the Board with all of its covenants in this agreement



contained; the Railroad Company hereby agreeing that it will, if demand be made upon it by the Board, in the event of the revocation of this license, refund to the Board the unearned portion of any rental which may have been paid in advance by the Board.

IN WITNESS WHEREOF, the parties hereto have executed these presents, in duplicate, each part being an original, as of the day and year first above written.

In presence of:

*2107.* *James V. Amiley* .....

*Joseph W. Dorothy* .....

As to Railroad Company.

HARRIMAN AND NORTHEASTERN RAILROAD  
COMPANY,

By

*John H. Ryan* .....

Vice President.

In presence of:

*C. E. Perkins* .....

*Walter D. Chuter* .....

As to Board. *Secretary*

*A. B. Foster*

CITY OF HARRIMAN, Tennessee, acting here-  
in by and through the Harriman Utility  
Board,

By

*L. D. Coth* .....

Chairman.