

# *Southern Railway System*

OPERATING DEPARTMENT  
OFFICE OF SUPERINTENDENT

LEASON L. WATERS  
SUPERINTENDENT

SOMERSET, KY. May 24, 1951 -3

Mr. C. E. Perkins, Manager,  
Harriman Utility Board,  
Harriman, Tennessee

Dear Sir:

Referring to previous correspondence.

Herewith your counterpart of agreement form 750 dated May 14, 1951, covering temporary storage of poles on H&NE right of way at Harriman, Tennessee, at rental of \$50.00 per annum, terminable by either party upon 30 days' notice.

Very truly yours,

*L. L. Waters*  
SUPERINTENDENT



"LOOK AHEAD-LOOK SOUTH"



An Agreement, made and entered into this 14th day of May, 1951,  
by and between Harriman and Northeastern Railroad Company  
hereinafter for convenience styled the Railway Company, party of the first part; and  
City of Harriman, acting by and through "The Harriman Utility Board"  
hereinafter for convenience styled the Licensee (whether one or more persons, and whether an individual, firm or corporation), party of the second part;

**Witnesseth:** That the Railway Company, in consideration of the payment to it by the Licensee, in advance, of the sum of Fifty DOLLARS (\$ 50.00 ), hereby grants unto the Licensee the privilege of storing poles

upon such space on right of way of the Railway Company, at or near Harriman, Tennessee, as has been set apart to the Licensee for such use by the Superintendent of the Railway Company, the location and dimensions of which are indicated upon the map or sketch hereunto annexed and made a part of this agreement. Such privilege is to be used and enjoyed by the Licensee upon the following terms and conditions until the Licensee shall voluntarily surrender the same, or until the expiration of thirty (30) days after a notice shall be served upon the Licensee of the revocation of this privilege (unless the same shall be sooner forfeited by an act or default of the Licensee), viz.:

- (1) This license is a personal privilege, and not transferable or assignable.
- (2) The space on said right of way is to be used by the Licensee only for the purpose hereinbefore mentioned; the Licensee shall not use the same for any other purpose, nor shall the Licensee use any greater or other space than that assigned by said Superintendent and indicated on said map.
- (3) That no building or other structure is to be placed or erected upon said right of way by the Licensee.
- (4) That the intention of this license is to enable the Licensee to store property aforesaid on said right of way pending its loading or shipment, and to set apart for the use of the Licensee designated space to facilitate the conduct of the business of the Licensee with the Railway Company; and in consideration of the privilege and convenience to the Licensee, the Licensee agrees to be bound by and to observe all such reasonable rules and regulations as may be promulgated by the Railway Company in respect of such privileges and to conform thereto strictly in the use of said space.
- (5) That the sum of money paid by the Licensee to the Railway Company, as aforesaid, is rental for the use of said space for one (1) year from the date hereof, during which the Licensee may so use the said space; and if the Licensee shall elect to continue to occupy said space, after the expiration of said year, for another year, this privilege may be renewed by the payment to the Railway Company of a like sum of money, or such sum as may be required by the Railway Company, at the expiration of said year, and is renewable in the same manner, from year to year; *Provided*, however, that the right of the Railway Company to revoke this license and require the Licensee to vacate said premises at any time hereafter shall always obtain, notwithstanding payment of rental in advance and full compliance by the Licensee with all of the covenants of the Licensee in this agreement contained; *Provided, further*, that if the Railway Company shall revoke this license and the Licensee shall be in no default hereunder or in the payment of any sum due to the Railway Company by the Licensee, then, upon the demand of the Licensee, the Railway Company will refund the unearned proportionate part of any yearly rental paid theretofore by the Licensee in advance.

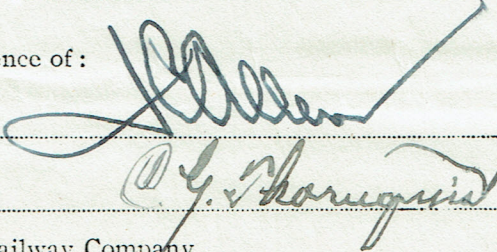


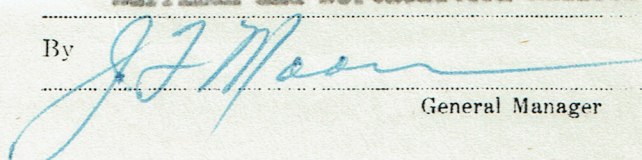
(6) That the Licensee accepts the privilege hereby granted with the full knowledge and understanding that any property stored by the Licensee upon said right of way is subject to the risk of destruction or damage by fire set out by locomotives operated on the railroad of the Railway Company, or may be otherwise damaged or destroyed, or may be stolen; and agrees, in consideration of this privilege, that the privilege is to be used and enjoyed solely at the risk of the Licensee, and that the Railway Company shall not be responsible to the Licensee for any such loss, injury or damage; the Licensee hereby specifically agreeing to indemnify and save harmless the Railway Company against liability for any such loss, injury or damage, whether the same results from the negligence of the Railway Company or otherwise.

(7) That this license shall be forfeited by the Licensee by any act or omission of the Licensee in violation of the terms of this agreement, or by any default by the Licensee in compliance with the terms and conditions of this agreement, and such forfeiture may be declared by the Railway Company without other notice to the Licensee, except to vacate said premises. The Railway Company hereby reserves the right, however, to revoke this license at any time, whether the Licensee shall be in default or not, by serving upon the Licensee thirty (30) days notice in writing, of its election so to do; in which event, upon the taking effect of such notice, the Licensee will discontinue the use of said premises, remove all of the property of the Licensee from the same, and restore the said premises to their condition existing prior to the occupation and use thereof by the Licensee; or, in default thereof the Railway Company may itself remove the property of the Licensee from, and restore the said condition of, said premises, but at the cost and expense of the Licensee.

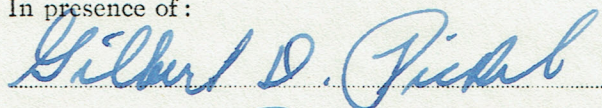

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

In presence of:

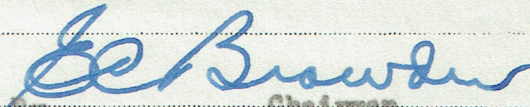
  
As to Railway Company

Harriman and Northeastern Railroad Company  
By   
General Manager

In presence of:

  
  
As to Licensee

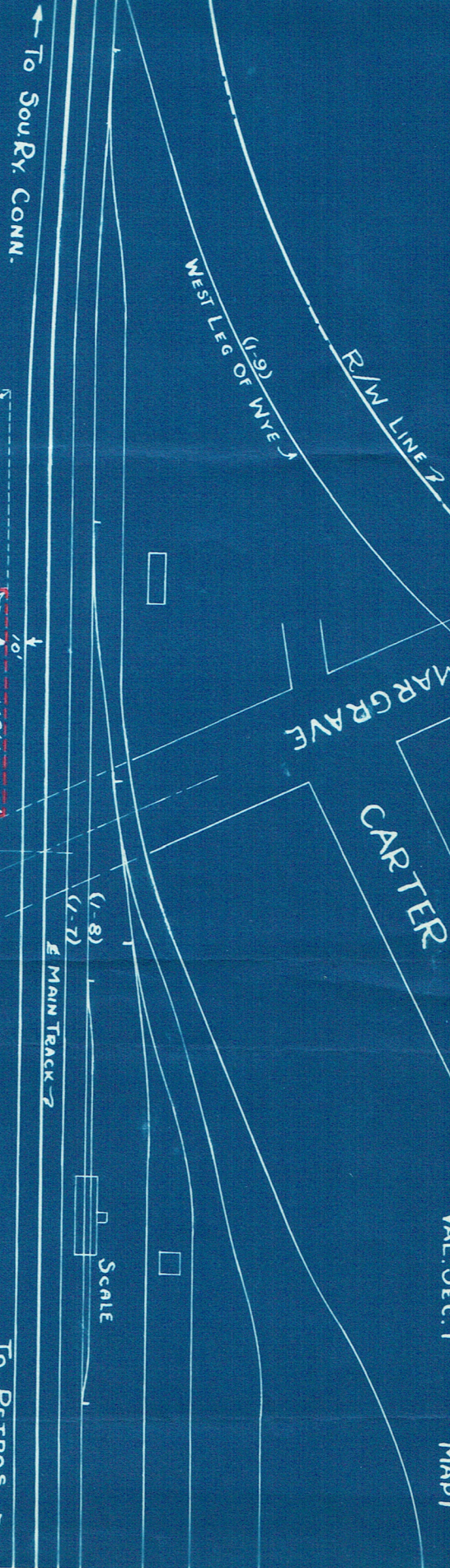
City of Harriman, by "Harriman  
Utility Board"

  
By Chairman



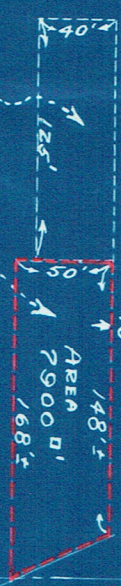
ROANE COUNTY, TENN.  
VAL. SEC. 1  
MAP 1

MARGRAVE ST.  
CARTER ST.



SPACE LEASED TO  
REAGAN LUMBER COMPANY  
AGR. DATED 1-17-1947

PROP. TEMPORARY  
LEASE OF SPACE TO  
THE HARRIMAN  
UTILITY BOARD.



SOUTHERN RAILWAY SYSTEM  
WESTERN LINES  
HENE R.R.

HARRIMAN, TENN.

PROP. TEMPORARY LEASE OF SPACE  
TO HARRIMAN UTILITY BOARD.  
OFFICE OF CHIEF ENGR. MW & S. CINTI, OHIO  
SCALE: 1"=100' TSC  
MAY 21, 1951

DR. NO. 28732