

THIS AGREEMENT, made and entered into this 21 day of March, 1953, 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 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, to maintain upon, along and across the right of way and property and over the tracks of the Railroad Company, at HARRIMAN, in the County of Roane and State of Tennessee, the existing lines of power wires, and supports thereof, located substantially as shown in red on blueprint of Drawing No. 29784, dated April 9, 1952, revised March 13, 1953, hereunto annexed and hereby made a part of this agreement; it being understood and agreed that the crossing located 1300 feet southeast of Milepost 0, as shown on said blueprint, was installed at the request of and serves New Paint Rock Coal Company, which occupies premises of the Railroad Company under agreement dated July 2, 1951.

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

1. That it will, at all times hereafter during the life of this agreement, maintain said lines of power wires, and supports thereof, in so far as the same extend upon, along and across the right of way and property and over the tracks of the Railroad Company, as aforesaid, at its own cost and expense, in all respects in accordance with the reasonable requirements of the Railroad Company. That the overhead crossings of said tracks of the Railroad Company

shall be maintained in accordance with the "SPECIFICATIONS, RULES AND REGULATIONS OF THE RAILROAD AND PUBLIC UTILITIES COMMISSION OF THE STATE OF TENNESSEE", now in effect or as the same may be hereafter modified or amended; it being understood and agreed (a) that each existing crossing that may not be constructed in conformity with such specifications shall be changed or reconstructed by the Board to conform thereto, and (b) that the work of maintaining said lines of power 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.

2. That in the event 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 the lines of power wires of the Board, or the supports thereof, located on such right of way and 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 lines of power wires and supports 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 lines of power wires and supports of the Board, but at the cost and expense of the Board.

3. 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 maintenance of its said lines of power wires and supports upon, along and across the right of way, tracks and property of the Railroad Company, or across or parallel with any lines of telegraph, signal or other wire lines located upon said right of way and 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 maintenance of said lines of power wires and 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 and property of the Railroad Company from and against any and all

such loss, injury or damage.

4. That in the event the Board shall make default in the performance of any one or more of its covenants in this agreement contained, or in the event said lines of power wires and supports shall by reason of improper maintenance or otherwise become a source of danger to, or be likely to interfere with, the operations of the Railroad Company on its said line of railroad, then and in either of such events the license hereby granted may, at the option of the Railroad Company, be deemed to be forfeited, and the Board shall, at its own cost and expense, upon being notified by the Railroad Company, in writing, so to do, forthwith remove its said lines of power wires and supports from the right of way and property of the Railroad Company, and restore said right of way and property to condition existing prior to the construction of said lines of power wires and supports thereupon; or, in default thereof, the Railroad Company may bring an action to require the removal of said lines of power wires and supports by the Board, or may itself remove the same and restore the condition of said right of way and property, at the expense of the Board; PROVIDED, however, that the Railroad Company shall have the right to require the removal of said line of power wires and supports (crossing) serving the New Paint Rock Coal Company forthwith upon the termination of said agreement between the Harriman and Northeastern Railroad Company and New Paint Rock Coal Company, dated July 2, 1951.

AND IT IS MUTUALLY COVENANTED AND AGREED:

5. That 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, in duplicate, each part being an original, as of the day and year first above written.

In presence of:

James V. Amley
Liv Dean
As to Railroad Company.

In presence of:

C. E. Perkins, Mgr.
As to Board.

HARRIMAN AND NORTHEASTERN RAILROAD COMPANY,

By

John R. Dyke
Vice President.

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

By

J. A. Taylor
Chairman.