

THIS AGREEMENT, made and entered into this 13 day of May, 1946, 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 for convenience styled the Railway Company, party of the first part; and

CITY OF HARRIMAN, a municipal corporation organized and existing under and by virtue of the laws of the State of Tennessee, acting by and through "The Harriman Power Board", a duly authorized instrumentality of said City, organized and existing under and by virtue of a resolution of the governing body of The City of Harriman, as authorized under the provisions of Chapter 33 of the Public Acts of Tennessee, extraordinary Session, 1935, as amended, with office at Harriman, Tennessee, hereinafter for convenience styled the Board, party of the second part;

W I T N E S S E T H:

THAT the RAILWAY 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 Railway Company's present title enables it so to do, the right or license, determinable as hereinafter expressed, to construct and maintain a line of power wires and supports thereof, with extensions to said line of power wires, for the purpose of furnishing electricity to the section houses of the Railway Company, upon and along the right of way and property of the Railway Company and across said right of way and over the main tracks of the Railway Company running between Cincinnati and Chattanooga, approximately 877 feet southeast of milepost 251, at or near CAMP AUSTIN, in the County of Morgan, and State of Tennessee, substantially as shown on blueprint of Drawing No. 22847, dated January 13, 1946, hereunto annexed and hereby made a part of this agreement; the location of said lines of power wires on the right of way of the Railway Company being indicated in red thereon.

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

1. That it will construct said lines of power wires at its own ex-



pense, and 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 and during the life of this agreement, maintain and renew the said wires, and supports for same, so far as they may be upon or near the right of way of the Railway Company, in strict accord with said specifications and any and all future modifications or amendments thereof; 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 Railway Company.

2. That in the event that the proper use, maintenance and control of the right of way and property of the Railway 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 any of the wire lines of the Board, or the supports thereof, located on such right of way or property of the Railway 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 Railway Company so to do, make such change in the location of its said wires, or the poles or other supports for the same, as may be required by the Railway Company, for the purposes aforesaid; or, in default thereof, the Railway Company may itself make such changes in the location of said poles, supports or wires 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 construction or maintenance of its said lines of wires upon, along and across the right of way, tracks or property of the Railway Company, or across any lines of telegraph, signal or other wire lines located upon said right of way or property of the Railway Company, whether said loss, injury or damage shall result from the negligence of the Board, its agents or employees, in or about the con-



struction or maintenance of the said lines of the Board, and the supports thereof, or otherwise; and the Board shall indemnify and save harmless the Railway Company or the owners or users of such structures or wire lines on said right of way and property of the Railway Company against any and all such loss, injury or damage.

4. That in the event that the Board 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 lines of power wires shall by reason of improper maintenance or otherwise become a source of danger to, or be likely to interfere with, the operations of the Railway Company on its said line of railroad, then and in either of such events the license hereby granted may, at the option of the Railway Company be deemed to be forfeited, and the Board shall, at its own cost and expense, upon being notified by the Railway Company, in writing, so to do, forthwith remove its said lines of power wires, and the supports thereof, from the right of way of the Railway Company, and restore said right of way to condition existing prior to the construction of said lines of power wires thereupon; or, in default thereof, the Railway Company may bring an action to require the removal of said lines of power wires by the Board or may itself remove the same and restore the condition of said right of way, at the expense of the Board.

AND IT IS MUTUALLY COVENANTED AND AGREED:

5. That 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. At or before the expiration of the time limited by such notice, the Board will remove its said lines of power wires, and supports thereof, from the right of way and premises of the Railway Company, and restore said right of way and premises to condition existing prior to the construction of said wires and supports thereupon; or, in default thereof, the Railway Company may bring an action to require the removal of said wires and supports by the Board, or may itself remove the same from and restore the condition of the right of way and premises of the Railway Company, at the expense of the Board.

6. 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 J. Smiley*  
.....

*John E. Connell*  
.....  
As to Railway Company.

In presence of:

*B. L. Yeary*  
.....

*W. H. Sealand Jr.*  
.....  
As to Board.

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

*John B. Hoge*  
.....  
Vice President.

CITY OF HARRIMAN, by "The Harriman  
Power Board",  
By

*J. L. Jarman*  
.....  
Chairman.

L. S.  
ATTEST:

*J. W. Love*  
.....  
Secretary.

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