



July 11, 2000

Send To:

Name: Preston Quade

Company: Norfolk Southern

Address:

Fax Number: (404) 658-2333      Number of Pages: 10

Verification Number: (404) 658-2318

Subject: KIF Track pipeline crossing

From: Tennessee Valley Authority  
Name: CHERIE MINGHINI

Organization: Fossil - Project & Discipline Engineering

Address: 1101 Market Street - LP 2G-C  
Chattanooga, TN 37402-2801

Fax Number: (423) 751-7094

Telephone Number: (423) 751-6375

Special Instructions:

Attached is the letter sent out, along with NSR pipeline application and a portion of the agreement between TVA and NSR. We would appreciate an informal written agreement for our files. Thanks. If you have any questions, please call me at (423)751-6375.

*MS. MINGHINI*

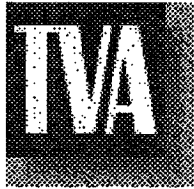
*PIPELINE CROSSINGS MEET NS  
REQUIREMENTS; NO OBJECTIONS  
FROM ENGINEERING DEPT.*

*W. H. DUNCAN  
7/11/00*

423 751 6116

PAGE.01

JUL 11 2000 10:26



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**Send To:**

Name: Preston Quade

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Subject: KIF Track pipeline crossing

**From: Tennessee Valley Authority**

Name: CHERIE MINGHINI

Organization: Fossil - Project & Discipline Engineering

Address: 1101 Market Street - LP 2G-C  
Chattanooga, TN 37402-2801

Fax Number: (423) 751-7094

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**Special Instructions:**

Attached is the letter sent out, along with NSR pipeline application and a portion of the agreement between TVA and NSR. We would appreciate an informal written agreement for our files. Thanks. If you have any questions, please call me at (423)751-6375.



### APPLICATION FOR PIPELINE AGREEMENT

I.D. No. \_\_\_\_\_

APPLICANT MUST ANSWER ALL QUESTIONS AND RETURN THIS FORM TO:

Date issued: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

SUPT.  
COMPANY  
STREET  
CITY, STATE, ZIP  
PHONE

1. Legal Name of Applicant (party to agreement): Tennessee Valley Authority

2. Mailing Address:  
Street 1101 Market Street, LP 2G  
City Chattanooga State TN Zip 37402

4. Billing Address:  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

3. Name of Applicant Representative:  
Cherie M. Minghini  
Title: Civil Engineer  
Telephone Number: (423) 751-6375

5. Name of Contact for Billing Purposes:  
\_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: ( ) \_\_\_\_\_

- 6. Applicant is a:  Corporation - Give state of formation: \_\_\_\_\_
- Limited Partnership - Give state of formation: \_\_\_\_\_
- General Partnership - Give state of formation: \_\_\_\_\_
- Sole Proprietorship - Give name of owner: \_\_\_\_\_
- Individual
- Government Entity
- Other: \_\_\_\_\_

7. Location of Pipeline: N/A  
A. Nearest Street \_\_\_\_\_  
B. Nearest Town Kingston  
C. County Roane  
D. State TN  
E. Railroad Milepost Reference: N/A

N E S W of Milepost \_\_\_\_\_  
(Circle one)

F. Will pipeline be located entirely within confines of public street?  Yes  No N/A  
If yes, provide conclusive evidence for verification.  
Street width: \_\_\_\_\_ ft. Street Right of Way width: \_\_\_\_\_ ft.

B. Pipeline  is to be installed  already exists and is being upgraded  
Are there any agreements covering the pipeline?  Yes  No  Do not know  
If yes, identify and attach copies: TVA-NSR-CNOTP Agreement, see Section 6 (attached)

9. The pipeline will: (check all appropriate boxes)  
 Cross tracks - How many? 2  
 Cross communication and/or signal lines - Separation \_\_\_\_\_ ft.  
 Parallel Tracks - Minimum horizontal distance to centerline of adjacent track \_\_\_\_\_ ft.  
 Be underground - Depth below base of rail 4.5 ft. Minimum depth on right of way 4 ft.  
 Be aerial - \_\_\_\_\_ ft. above top of rail

10. Identify facilities on Railroad right of way (manholes, pipe bridges, etc.): N/A

(Continued on other side)

proposed installation are to be submitted to and meet the approval of the Railway Company before construction is begun. Material are to be in strict accordance with specifications of the American Railway Engineering Association and requirements of Norfolk Corporation. Original and six copies of this form shall be submitted, accompanied by six prints of a drawing showing plan, elevation crossing from field survey, location in respect to Milepost, width of Railroad's Right of Way, width of Public Right of Way, location of structures affecting crossing, and all information required in Figures 1 and 2 of A.R.E.A. Specifications, Part 5 Pipelines. If tunneling any details of sheeting and method of supporting tracks or driving tunnel must be shown.

Direct name of Applicant: TVA  
 Post Office address: \_\_\_\_\_  
 Location: N/A ft. \_\_\_\_\_ (direction) from nearest R.R. Milepost \_\_\_\_\_  
 Nearest city or town: Kingston County: Roane State: TN  
 Within limits of public highway, name: N/A Fed-State-County No.: \_\_\_\_\_  
 Will temporary track support or rip rapping be required?  Yes  No - explain \_\_\_\_\_

Are there any wires, poles or obstructions to be relocated?  Yes  No Temperature \_\_\_\_\_  
 Product to be conveyed: Stormwater Flammable?  Yes  No Temperature \_\_\_\_\_  
 Maximum working pressure: 100 (psi) Field test pressure: \_\_\_\_\_ (psi) Type of test \_\_\_\_\_  
 Location of shut-off valves: N/A

PIPE SPECIFICATIONS

Material	CARRIER PIPE	CASING PIPE (1) (2)	
	HDPE	Carbon Steel	Carbon Steel
Material specifications and grade	ASTM D 3350/PE 3408	ASTM A53, Grade B	ASTM A53, Grade B
Minimum Yield Strength (psi) of material	3200 min	35000 min	35000 min
Mill test pressure (psi)	N/A	1250	1310
Inside diameter	9.410"	18.812"	16.876"
Outside diameter	10.75"	20"	18"
Wall thickness	.632"	.594"	.562"
Type of seam	N/A	Seamless	Seamless or Electric Resistor
Laying lengths	N/A	N/A	N/A
Type of joints	BUTT HEAT FUSION	Welded	Welded.
Total length within Railroad right of way	N/A	N/A	N/A

VENTS - number: N/A size: \_\_\_\_\_ height above ground: \_\_\_\_\_  
 SEALS - both ends: N/A one end: \_\_\_\_\_  
 BURY - base of rail to top of casing: 4 ft. 6 in.  
 BURY - (not beneath tracks): 4 ft. \_\_\_\_\_ in.  
 BURY - (roadway ditches): 3 ft. \_\_\_\_\_ in.

CATHODIC PROTECTION -  Yes  No  
 PROTECTIVE COATING -  Yes  No Give description CASING (1) IS ASPHALT COATED  
 Specify type, size, and spacing of insulators or supports: N/A

Define any special specifications of the pipeline: N/A

Method of installation: Carrier pipe and casing (2) will be placed by jack & bore. Casing (1) has previously been installed by trench.  
 If application is approved, applicant agrees to reimburse the Railroad for any cost incurred by the Railroad incident to installation, maintenance, and/or supervision necessitated by this pipeline installation, and further agrees to assume all liability for accidents or injuries which arise as a result of this installation.

6-28-2K (Date)  
[Signature] FOR LEE NASH, MANAGER - FOSSIL ENGINEERING SERVICES  
 (Signature and title of officer signing application) TVA

(SEE SAMPLE DRAWING (Exhibit A), and SAMPLE SHEET (Exhibit B), attached)

of the track or the interruption of operations over the track. TVA shall not have nor make any claim or demand against NSR based on interruption of operations over the track.

(f) NSR shall perform, at the sole expense of CSXT, such additional maintenance beyond the needs of NSR in its operations on the Lead Track as CSXT usage of the Lead Track requires, as CSXT may reasonably require or request on the Lead Track for CSXT's access to the Plant Tracks, or as required to maintain changes, additions or betterments to the Lead Track or communication or signal facilities which are required to accommodate CSXT's operations on the Lead Track.

(g) Notwithstanding any other provision of this Agreement, NSR agrees to comply, at its sole expense, with all requirements imposed by any governmental authority, including but not limited to the Federal Railroad Administration, with respect to the Lead Track. TVA shall have this responsibility with respect to the Plant Track.

6. SPECIAL FACILITIES: GATES, DOORS, PITS, PRIVATE ROAD CROSSING AND RAIL-RELATED STRUCTURES, CONSTRUCTION AND MAINTENANCE.

(a) The term "Special Facilities" as used herein shall include: (1) a gate or gates across the Plant Track; (2) a doorway and/or door(s) affecting the Plant Track; (3) any pit or pit appurtenances beneath the Plant Track; (4) a private road crossing of the Plant Track; (5) tipple or conveyor; (6) rail-related structures (including but not limited to conveyors or similar apparatus, bridges, platforms, walkways, pipes or similar structures), or (7) other structures or facilities on, over, under, along or adjacent to the Plant Track, including pipelines, water lines, telephone, communication or fiber optic lines and cables, whether owned, constructed, maintained, permitted or licensed by TVA.

(b) NSR hereby authorizes the construction, maintenance and operation by TVA of any new or existing Special Facilities affecting the Plant Track. TVA agrees that any Special Facilities constructed affecting the Plant Tracks will comply with Exhibit C attached to this Agreement, and will be in accordance with Section 8 of this Agreement. TVA agrees that it will not construct any similar facilities, including private road crossings or gates, adjacent to or across the Lead Track without NSR's prior written approval. Such approval shall not be unreasonably withheld.

(c) If TVA shall have constructed or shall construct or maintains, renews or replaces at any time any "Special Facilities" on, over, under, along or adjacent to the Plant Track, the following subsections shall apply:

(1) Any gate constructed, maintained, renewed or replaced by TVA or at TVA's direction shall be at TVA's sole cost and expense.

(2) Any gate shall be constructed and maintained so as to provide, when opened, an unobstructed space on each side of the center line of the Plant Track of not less that 9.0 feet and a total clearance of not less than 18 feet.

board cover, or a Grizzly for said pit, as approved by NSR, and agrees to keep said pit covered at all times when the pit is not in use.

(11) TVA shall construct, maintain, renew, replace or permit any new or existing public or private road crossings, power line or pipelines on the Plant Track at TVA's sole cost and expense.

(12) The design and specifications for any changes to existing, or additional public or private road crossings on the Plant Track shall be approved in writing by NSR. Such approval shall not be unreasonably withheld.

(13) TVA shall maintain any private road crossings on the Plant Track in such condition that neither they nor the use thereof shall be or become an obstruction to the safe and proper maintenance of the Plant Track, or endanger employees of Railway or other persons on or about the Plant Track, or endanger, impede or delay operations of Railway upon the Plant Track.

(14) TVA shall construct, maintain, renew or replace any other Special Facilities at TVA's sole cost and expense.

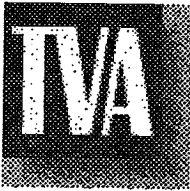
(15) The design and specifications for such Special Facilities shall be approved in writing by NSR. Such approval shall not be unreasonably withheld.

(16) TVA shall maintain the Special Facilities in such condition that neither they nor the use thereof by TVA shall be or become an obstruction to the safe and proper maintenance of the Plant Track, or endanger employees of Railway or other persons on or about the Plant Track, or operations of Railway upon the Plant Track.

(d) The fact that the design, maintenance, repair or alteration of any of the aforesaid Special Facilities or other facilities constructed or installed by TVA shall have been approved by or performed under the supervision and to the satisfaction of NSR shall not relieve TVA from responsibility or liability undertaken for any injury to or death of any person or damage to property that may occur or arise as the result of the construction, maintenance, presence, use, operation and removal of the facilities.

(e) If any of the Special Facilities specifically or generally referred to in this Section are located upon the right-of way or property of NSR, TVA will, upon the termination of this Agreement, remove those Special Facilities and restore the premises of NSR to the condition existing prior to their construction. In default thereof, NSR may, in addition to any other legal or contractual remedy it may have, remove the Special Facilities and restore its premises at the expense of TVA.

(f) If any of the Special Facilities specifically or generally referred to in this Section are being maintained at clearances from the track that are less than the



**June 28, 2000**

**Send To:**

Name: G. A. Wilke (attn: Jenny Gilmore)

Company: Norfolk Southern

Address: Somerset, Kentucky

Fax Number: (606) 678-6145      Number of Pages: 29

Verification Number: (606) 678-6028

Subject: Application for Pipeline Agreement

**From: Tennessee Valley Authority**

Name: CHERIE MINGHINI

Organization: Fossil - Project & Discipline Engineering

Address: 1101 Market Street - LP 2G-C  
Chattanooga, TN 37402-2801

Fax Number: (423) 751-7094

Telephone Number: (423) 751-6375

**Special Instructions:**

Attached is the application you requested. I also attached the track agreement we have with Norfolk Southern. If you have any questions, please call me at (423)751-6375.



APPLICATION FOR PIPELINE AGREEMENT

FORM 11267 (Rev. W51) (Item No. 875589)

I.D. No. \_\_\_\_\_

APPLICANT MUST ANSWER ALL QUESTIONS AND RETURN THIS FORM TO:

Date issued: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

SUPT.  
COMPANY  
STREET  
CITY, STATE, ZIP  
PHONE

1. Legal Name of Applicant (party to agreement): Tennessee Valley Authority

2. Mailing Address:  
Street 1101 Market Street, LP 2G  
City Chattanooga State TN Zip 37402

4. Billing Address:  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

3. Name of Applicant Representative:  
Cherie M. Minghini  
Title: Civil Engineer  
Telephone Number: (423) 751-6375

5. Name of Contact for Billing Purposes:  
\_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: ( ) \_\_\_\_\_

- 6. Applicant is a:  Corporation - Give state of formation: \_\_\_\_\_
- Limited Partnership - Give state of formation: \_\_\_\_\_
- General Partnership - Give state of formation: \_\_\_\_\_
- Sole Proprietorship - Give name of owner: \_\_\_\_\_
- Individual
- Government Entity
- Other: \_\_\_\_\_

- 7. Location of Pipeline: N/A
- A. Nearest Street \_\_\_\_\_
- B. Nearest Town Kingston
- C. County Roane
- D. State TN
- E. Railroad Milepost Reference: N/A

N E S W of Milepost \_\_\_\_\_  
(Circle one)

F. Will pipeline be located entirely within confines of public street?  Yes  No N/A  
If yes, provide conclusive evidence for verification.  
Street width: \_\_\_\_\_ ft. Street Right of Way width: \_\_\_\_\_ ft.

8. Pipeline  is to be installed  already exists and is being upgraded  
Are there any agreements covering the pipeline?  Yes  No  Do not know  
If yes, identify and attach copies: TVA-NSR-CNOTP Agreement, see Section 6 (attached)

- 9. The pipeline will: (check all appropriate boxes)
- Cross tracks - How many? 2
- Cross communication and/or signal lines - Separation \_\_\_\_\_ ft.
- Parallel Tracks - Minimum horizontal distance to centerline of adjacent track \_\_\_\_\_ ft.
- Be underground - Depth below base of rail 4.5 ft. Minimum depth on right of way 4 ft.
- Be aerial - \_\_\_\_\_ ft. above top of rail

10. Identify facilities on Railroad right of way (manholes, pipe bridges, etc.): N/A

(Continued on other side)



Plans for proposed installation are to be submitted to and meet the approval of the Railway Company before construction is begun. Material and installation are to be in strict accordance with specifications of the American Railway Engineering Association and requirements of Norfolk Southern Corporation. Original and six copies of this form shall be submitted, accompanied by six prints of a drawing showing plan, elevation of crossing from field survey, location in respect to Milepost, width of Railroad's Right of Way, width of Public Right of Way, location of adjacent structures affecting crossing, and all information required in Figures 1 and 2 of A.R.E.A. Specifications, Part 5 Pipelines. If tunneling necessary details of sheeting and method of supporting tracks or driving tunnel must be shown.

Correct name of Applicant: TVA  
 Post Office address: \_\_\_\_\_  
 Location: N/A ft. \_\_\_\_\_ (direction) from nearest R.R. Milepost \_\_\_\_\_  
 Nearest city or town: Kingston County: Roane State: TN  
 Within limits of public highway, name: N/A Fed-State-County No.: \_\_\_\_\_  
 Will temporary track support or rip rapping be required?  Yes  No - explain \_\_\_\_\_

Are there any wires, poles or obstructions to be relocated?  Yes  No Temperature \_\_\_\_\_  
 Product to be conveyed: Stormwater Flammable?  Yes  No Temperature \_\_\_\_\_  
 Maximum working pressure: 100 (psi) Field test pressure: \_\_\_\_\_ (psi) Type of test \_\_\_\_\_  
 Location of shut-off valves: N/A

PIPE SPECIFICATIONS

	CARRIER PIPE	CASING PIPE (1)	(2)
Material	<u>HDPE</u>	<u>Carbon Steel</u>	<u>Carbon Steel</u>
Material specifications and grade	<u>ASTM D 3350/PE 3408</u>	<u>ASTM A53, Grade B</u>	<u>ASTM A53, Grade B</u>
Minimum Yield Strength (psi) of material	<u>3200 min</u>	<u>35000 min</u>	<u>35000 min</u>
Mill test pressure (psi)	<u>N/A</u>	<u>12.50</u>	<u>13.10</u>
Inside diameter	<u>9.410"</u>	<u>18.812"</u>	<u>16.876"</u>
Outside diameter	<u>10.75"</u>	<u>20"</u>	<u>18"</u>
Wall thickness	<u>.632"</u>	<u>.594"</u>	<u>.562"</u>
Type of seam	<u>N/A</u>	<u>Seamless</u>	<u>Seamless OR Electric Resistance</u>
Laying lengths	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Type of joints	<u>BUTT HEAT FUSION</u>	<u>Welded</u>	<u>Welded.</u>
Total length within Railroad right of way	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

VENTS - number: N/A size: \_\_\_\_\_ height above ground: \_\_\_\_\_  
 SEALS - both ends: N/A one end: \_\_\_\_\_  
 BURY - base of rail to top of casing: 4 ft. 6 in.  
 BURY - (not beneath tracks): 4 ft. \_\_\_\_\_ in.  
 BURY - (roadway ditches): 3 ft. \_\_\_\_\_ in.  
 CATHODIC PROTECTION -  Yes  No  
 PROTECTIVE COATING -  Yes  No Give description: CASING (1) IS ASPHALT COATED  
 Specify type, size, and spacing of insulators or supports: N/A

Define any special specifications of the pipeline: N/A

Method of installation: Carrier pipe and casing (2) will be placed by jack & bore. Casing (1) has previously been installed by trench.  
 If application is approved, applicant agrees to reimburse the Railroad for any cost incurred by the Railroad incident to installation, maintenance, and/or supervision necessitated by this pipeline installation, and further agrees to assume all liability for accidents or injuries which arise as a result of this installation.

6-28-2K (Date)  
[Signature] FOR LEE NASH, MANAGER - FOSSIL ENGINEERING SERVICES  
 (Signature and title of officer signing application)  
TVA

(SEE SAMPLE DRAWING (Exhibit A), and SAMPLE SHEET (Exhibit B), attached)



Norfolk Southern Corporation  
Law Department  
Three Commercial Place  
Norfolk, Virginia 23510-9241

*James R. Paschall*  
*General Attorney*

—  
Writer's Direct Dial Number

(757) 629-2759  
fax (757) 533-4872

June 9, 2000

via Airborne Express

Mr. Mark D. Hastings  
Tennessee Valley Authority  
1101 Market St.  
Chattanooga, TN 37402

Re: TVA-NSR-CNOTP Track Agreement - Kingston, TN

Dear Mr. Hastings:

Enclosed is an executed copy of the TVA-NSR-CNOTP Industrial Track and Siding Temporary Agreement.

Very truly yours,

A handwritten signature in cursive script that reads 'James R. Paschall'.

James R. Paschall

encl.

cc: Mr. S. G. Warner

System Manager Amtrak Operations - Atlanta

With executed copies of the agreement for the archives/files

## INDUSTRIAL TRACK AND SIDING TEMPORARY AGREEMENT

THIS TEMPORARY AGREEMENT, is made and entered into as of the 04th day of June, 2000, among NORFOLK SOUTHERN RAILWAY COMPANY, THE CINCINNATI, NEW ORLEANS AND TEXAS RAILWAY COMPANY (hereinafter referred to as "NSR") and TENNESSEE VALLEY AUTHORITY ("TVA"), an agency of the United States Government.

WHEREAS, NSR and TVA have reached an agreement evidenced by Attachment 1 hereto as to certain terms and conditions regarding the operation, maintenance, and control of certain tracks for trainload shipments of coal, coal products, and other items associated with the generation of electricity to and from Kingston Plant; and

WHEREAS, Attachment 1 provides for NSR to permit CSX TRANSPORTATION INC. ("CSXT") to operate over said tracks to transport trainload shipments of coal and coal products to and from the Kingston Plant under certain conditions; and

WHEREAS, CSXT has not yet agreed to the terms and conditions contained in Attachment 1; and

WHEREAS, NSR and TVA have an immediate need to implement Attachment 1 as between NSR and TVA on a temporary basis pending continuing discussions with CSXT;

NOW THEREFORE, NSR and TVA hereby agree as follows:

1. Except as specifically modified or contradicted by this Temporary Agreement, Attachment 1 hereto shall be effective immediately on a temporary basis as between NSR and TVA.
2. CSXT shall not operate over the Lead Track or Plant Track as described in Attachment 1 until such time as NSR, TVA, and CSXT have executed said Attachment 1, or an agreement providing for such operation, and CSXT shall not be a beneficiary of any rights or privileges under said Attachment 1 until they and the other parties have executed it.
3. The provisions of Attachment 1 regarding the termination date and periods of renewal shall not be applicable to this Temporary Agreement. This Temporary Agreement shall remain in effect until NSR, TVA, and CSXT execute a permanent agreement or until 30 days after NSR or TVA gives notice of termination to the other, whichever comes first.

4. Termination of this Temporary Agreement shall not relieve or release either NSR or TVA from any obligations assumed or from any liability which may have arisen or been incurred under the terms of this Temporary Agreement prior to termination hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Temporary Agreement.

WITNESS:

THE CINCINNATI, NEW ORLEANS AND TEXAS  
PACIFIC RAILWAY COMPANY

By Stephen C. Tolson  
President

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

By Stephen C. Tolson  
Vice President and Chief Operating Officer

WITNESS:

TENNESSEE VALLEY AUTHORITY

By James M. Bach  
(Title) Transportation Contract  
Specialist

003676397 sgw 6-6-00

## ATTACHMENT 1

### INDUSTRIAL TRACK AND SIDING AGREEMENT

THIS AGREEMENT ("Agreement"), made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2000, among NORFOLK SOUTHERN RAILWAY COMPANY, THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY (hereinafter together referred to as "NSR"), CSX TRANSPORTATION INC. ("CSXT") ("CSXT" and "NSR" hereinafter together shall be referred to as "Railway" and TENNESSEE VALLEY AUTHORITY ("TVA"), an agency of the United States Government.

WHEREAS, TVA operates a fossil fuel plant for the generation of electricity at Kingston, Tennessee ("the Kingston plant");

WHEREAS, NSR provides rail transportation to the Kingston plant via its line of railroad and TVA's industrial lead track ("Lead Track"), and TVA's plant and siding tracks ("Plant Track") (sometimes referred to herein together as "Track");

WHEREAS, NSR and TVA entered into a Marketing Contract, dated November 2, 1994 ("Marketing Contract"), as amended, in consideration of which NSR will have complete control over the operation and maintenance of the Lead Track and shall provide market access for CSX to reach the Kingston plant, said market access is as defined in Amendment 2 of the Marketing Contract ("Market Access");

WHEREAS, TVA desires that NSR continue to control and operate the Lead Track and operate over the Plant Track to transport trainload shipments of coal, coal products, and other items associated with the generation of electricity to and from Kingston Plant, and that NSR also permit CSXT to operate over said tracks to transport trainload shipments of coal and coal products to and from the Kingston Plant under certain conditions;

WHEREAS, the parties desire to provide for the continued maintenance and use of the Lead Track and the Plant Track;

WHEREAS, NSR and CSXT are entering a trackage rights agreement ("Trackage Rights Agreement") of even date permitting CSXT to reach the Lead Track at Emory Gap, Tennessee on NSR's line of railroad for the sole purpose of transporting trainload shipments of coal and coal products to and from the Kingston Plant;

NOW THEREFORE, NSR, CSXT and TVA agree as follows:

#### 1. DESCRIPTION OF LEAD TRACK AND PLANT TRACKS.

The Lead Track that is the subject of this Agreement is an industrial lead track between TVA's Milepost 0.0 at the connection to NSR's line of railroad at Emory Gap, TN and Station 360+00, approximately two (2) engine lengths north of the Swan Pond Road Crossing at TVA's Kingston plant, including future auxiliary tracks, road crossings,

and wire and pipeline crossings. The Plant Track is a system of industrial tracks and sidings located at the Kingston plant. The Lead Track and the Plant Track are shown on Exhibit A, dated January 14, 2000, attached hereto and made a part hereof.

## 2. CONTROL AND OPERATION.

(a) NSR shall have complete and exclusive control over the operation and maintenance of, and entry to and exit from, the Lead Track, subject to the terms of this Agreement.

(b) NSR shall have the exclusive right to admit third parties to the use of the Lead Track in order to access and use the Plant Track.

(c) NSR hereby admits CSXT to use of the Lead Track and the Plant Track for the sole purpose of delivering solid trainload shipments only of bituminous and sub-bituminous coal and coal products to and from the Kingston Plant ("CSXT Trains"), under the terms and conditions set forth in this Agreement and in the Trackage Rights Agreement. CSXT's use of the Lead Track and Plant Track shall be in common with NSR and any other user of the Lead Track and the Plant Track, and NSR's right to use the Lead Track and the Plant Track shall not be diminished by this Agreement.

(d) CSXT shall comply with the provisions of the Federal Locomotive Inspection Act and the Federal Safety Appliance Act, as amended, and any other federal and state and local laws, regulations and rules, respecting the operation, condition, inspection and safety of its trains, locomotives, cars and equipment while such trains, locomotives, cars, and equipment are being operated over the Lead Track covered by this Agreement.

(e) NSR shall have superior operating rights to CSXT and any third parties over the Lead Track and the Plant Track. Neither CSXT nor TVA shall have any claim against NSR for any delay or other consequences caused by such preference. CSXT access shall not be unreasonably denied.

(f) CSXT shall have no claim against NSR for loss, damage or penalties of any kind in the event CSXT's use of the Lead Track or the Plant Track is interrupted or delayed at any time from any cause, whether or not within the control of, or caused by, NSR.

(g) Except as may be otherwise provided by this Agreement, CSXT shall not use any part of the Track for the purpose of switching, storage or servicing of cars or equipment, or the making or breaking up of trains, or service to any industry other than delivery of trainload shipments of coal or coal products to or from the Kingston Plant, except that nothing contained herein shall, upon prior approval of NSR, preclude the emergency use by CSXT of such tracks as may be designated by NSR for such purposes.

(h) When operating over the Lead Track and the Plant Track, CSXT's locomotives and crews will be equipped to communicate with NSR on radio frequencies normally used by NSR in directing train movements on the Lead Track and the Plant Track.

(i) Operation Of CSXT Loaded Trains To And From Plant Tracks.

Before CSXT's locomotives and trains destined to the Plant Track enter onto the Lead Track at Emory Gap, TN, or before CSXT's locomotives and trains routed via the NSR line of railroad at Emory Gap, TN enter onto the Lead Track from the Plant Track, CSXT shall request and must receive permission from NSR's Kentucky Division dispatcher (or other designated NSR representative) at Somerset, KY or such other location as NSR may designate. Upon completing its operations and clearing the Lead Track, CSXT shall notify NSR's applicable dispatcher or designated representative that CSXT has completed its operations and that its equipment has cleared the Lead Track. After CSXT has notified NSR's dispatcher or designated representative that it had cleared the Lead Track, CSXT's locomotives and trains shall not re-enter the Lead Track without again obtaining permission from NSR's dispatcher or designated representative.

(j) CSXT Trains shall not include locomotives, cars or equipment which exceed the width, height, weight or other restrictions or capacities of the Lead Track as published in Railway Line Clearances, and no train shall contain locomotives, cars or equipment which require speed restrictions or other movement restrictions below the maximum authorized freight speeds as provided by NSR's operating rules and regulations without the prior consent of NSR.

(k) CSXT locomotives are required to remain attached to their train at all times, and locomotive consist must be of sufficient horsepower and tractive effort to pull the grades into the Plant (a minimum of three GE D9-40C locomotives or their horsepower equivalent are required for trains of ninety to one hundred twenty cars).

(l) All loading and unloading of rail cars shall take place on the Plant Tracks, not on the Lead Track.

(m) In its use of the Lead Track, CSXT shall comply in all respects with the safety rules, operating rules and other regulations of NSR. The movement of CSXT Trains, locomotives, cars, and equipment over the Lead Track shall at all times be subject to the orders of the NSR's representative or designee. All control and usage of the Lead Track and the Plant Track will be subject to the approval of NSR's representative or his designee.

(n) Procedures for qualification and occupancy of the Lead Track and the Plant Track will be determined by NSR and arranged by the local supervision of NSR and CSXT. CSXT shall make such arrangements with NSR as may be required to have all of its employees who shall operate its trains, locomotives, cars and equipment over the Lead Track qualified for operation thereover. CSXT shall pay to NSR, upon receipt of

bills therefor, any cost incurred by NSR in connection with the qualification of such employees of CSXT, as well as the cost of pilots furnished by NSR, until such time as CSXT employees are deemed to be properly qualified for operation over the Lead Track as herein contemplated, by the appropriate examining officer of NSR.

(o) NSR shall have the right to exclude from the Lead Track any employee of CSXT determined by NSR, to be in violation of NSR's rules, regulations, orders, practices, or instructions, whether issued by NSR's Timetable or otherwise. CSXT shall release, indemnify, defend, and save harmless NSR and its parent corporation, subsidiaries and affiliates, and all of their respective directors, officers, agents and employees from and against any and all claims and expenses resulting from such exclusion.

(p) In the event of any investigation or hearing concerning the violation of any NSR operating rule or practice by CSXT's employees while on the Lead Track, CSXT shall be notified in advance of any such investigation or hearing, and such investigation or hearing may be attended by any official designated by CSXT, and any such investigation or hearing shall be conducted in accordance with the collective bargaining agreements, if any, that pertain to CSXT's employee or employees required to attend such hearings.

(q) CSXT shall operate CSXT Trains with CSXT crews over the Track, and shall handle CSXT Trains during unloading at the rapid discharge facility on the Plant Tracks, except that NSR shall have the option to move CSXT Trains with CSXT or NSR power from the Track when CSXT Trains are disabled as further provided below. In such instance, CSXT shall reimburse NSR for the full cost of NSR's power, if applicable, and of its crews, including transportation to the CSXT Train, upon bills rendered.

(r) If a CSXT Train shall be forced to stop on the Lead Track, due to mechanical failure of CSXT's equipment, or any cause not resulting from an accident or derailment, and such train is unable to proceed, or a CSXT Train fails to maintain the speed required by NSR on the Lead Track, or if in emergencies, crippled or otherwise defective cars are set out of CSXT Trains on the Plant Tracks, NSR may furnish motive power or such other assistance as may be necessary to haul, help or push such trains, locomotives or cars, or to properly move the disabled equipment off the Lead Track. CSXT shall reimburse NSR for the cost of rendering any such assistance. Any NSR assistance, including equipment and personnel, for CSXT Trains shall be considered to be part of CSXT's Trains for purposes of Section 9 of this Agreement.

(s) If a CSXT Train shall be forced to stop on the Lead Track due to the expiration of the federal Hours of Service requirements, NSR may furnish its own crew to move the CSXT Train to a track clear of NSR's operations, or to CSXT's track at Oliver Springs, as NSR may deem necessary. In such event, CSXT will be responsible for all applicable trackage charges under this Agreement or under the Agreement dated September 19, 1941, between Southern Railway Company (NSR, successor) and Louisville and Nashville Railroad Company (CSXT, successor). CSXT also will be



responsible for all NSR's costs, including all related costs such as taxi and arbitraries, required to move the CSXT Train from the Lead Track.

(t) If it becomes necessary to make repairs to or adjust or transfer the lading of crippled or defective cars in CSXT Trains or in CSXT's account in order to move them off the Lead Track, such work shall be done by NSR, and CSXT shall reimburse NSR for the cost thereof.

(u) If NSR should need to retain employees or provide additional employees for the sole benefit of CSXT, the parties hereto shall enter into a separate agreement under which CSXT shall bear all cost and expense for any such retained or additional employees, including without limitation all cost and expense associated with labor protective payments which are made by NSR and which would not have been incurred had the retained or additional employees not been provided.

(v) All mileage and car hire charges accruing on cars in CSXT Trains on the Lead Track shall be assumed by CSXT and reported and paid by it directly to the owner of such cars.

(w) CSXT shall compensate NSR for use of the Lead Track at the rate provided for in the Trackage Rights Agreement between the parties.

### 3. CAPITAL IMPROVEMENTS.

(a) NSR, at its sole discretion, may make capital improvements, including track additions and retirements, to the Lead Track as it may deem necessary to permit the operation of its trains to and from the Plant Tracks.

(b) To the extent not paid for by the State or other governmental entity besides TVA, NSR shall bear all costs and expenses related to the installation of any grade separation structures and warning devices for any public road crossings of the Lead Track. Contractors for such work shall be obtained by NSR, and NSR shall at its own cost and expense handle all coordination with governmental entities regarding the installation of grade separation structures and warning devices. Responsibility for maintenance of grade separation structures and warning devices shall be as provided below in 5(c).

(c) CSXT shall pay to NSR the cost for any changes in or additions and betterments to the Lead Track, including changes in communication or signal facilities, as NSR may be required to make or construct to accommodate CSXT's operations on the Lead Track, including the annual expense of maintaining, repairing and renewing such altered or additional facilities.

### 4. TRACK RETIREMENTS.

NSR shall obtain written authority from TVA before retiring any track. NSR shall not be responsible to TVA for restoration of retired track(s) at the termination of this Agreement.

5. MAINTENANCE.

(a) TVA, at its sole cost and expense, shall maintain the Plant Tracks and all adjacent track walkways in good condition and repair and free from all debris.

(b) Railway may, in its sole discretion, suspend the operation of the Plant Tracks immediately and without notice if Railway determines that the condition of the Track is unsafe.

(c) In the event that any portion of the Lead Track now or in the future crosses or is crossed by any public roadway, NSR, at its sole cost and expense, shall maintain any such crossing in good condition and repair and in accordance with all applicable requirements of governmental authorities. NSR, at its sole cost and expense, shall also maintain or require any responsible third party to maintain any private grade crossings, wire line or pipe line installations across, along, over or under the Lead Track, and NSR shall be responsible for fulfilling any of TVA's obligations regarding installation or maintenance of such facilities as specified in presently existing deeds or agreements related to the right of way on which the Lead Track is located. TVA hereby authorizes NSR, for the duration of this Agreement, to exercise all of TVA's rights under said deeds or agreements as may be necessary for NSR to fulfill these obligations. TVA and NSR jointly will negotiate agreements as required for installation by NSR of any future public or private road, wire, or pipeline crossings, or encroachments on the Lead Track. NSR will have final approval for said deeds or agreements.

(d) In consideration of the covenants specified in the Marketing Contract, NSR and TVA hereby agree that all of the work required to be performed by TVA in order to bring the Lead Track into compliance with NSR standards is described in the Scope of Work attached as Exhibit B hereto, and that clearances on the Lead Track will comply with those defined in Exhibit C. TVA and NSR further agree that they have jointly inspected the Lead Track and that all of the work identified in Exhibit B has been performed to the satisfaction of NSR. NSR, at its sole cost and expense, shall maintain the Lead Track in good condition and repair and in accordance with all applicable governmental authorities, to the extent necessary for railroad operations. Such level of track maintenance shall be a minimum of FRA Class II. NSR shall maintain, repair and renew the Lead Track with its own supervision and labor, but NSR shall not be required to maintain the Lead Track to a higher standard than NSR deems necessary. Except as otherwise provided in this subsection with respect to governmental authorities and minimum FRA Class II standards, NSR's maintenance of the Lead Track shall be at a level to be determined in NSR's sole discretion.

(e) NSR shall keep and maintain the Lead Track in reasonably good condition for the use herein contemplated, but NSR does not guarantee the condition of the Lead Track or that operations thereover will not be interrupted. NSR shall take all reasonable steps to ensure that any interruptions will be kept to a minimum and shall use its reasonable best efforts to avoid such interruptions. CSXT shall not have nor make any claim or demand against NSR based on the condition of the track, NSR's maintenance

of the track or the interruption of operations over the track. TVA shall not have nor make any claim or demand against NSR based on interruption of operations over the track.

(f) NSR shall perform, at the sole expense of CSXT, such additional maintenance beyond the needs of NSR in its operations on the Lead Track as CSXT usage of the Lead Track requires, as CSXT may reasonably require or request on the Lead Track for CSXT's access to the Plant Tracks, or as required to maintain changes, additions or betterments to the Lead Track or communication or signal facilities which are required to accommodate CSXT's operations on the Lead Track.

(g) Notwithstanding any other provision of this Agreement, NSR agrees to comply, at its sole expense, with all requirements imposed by any governmental authority, including but not limited to the Federal Railroad Administration, with respect to the Lead Track. TVA shall have this responsibility with respect to the Plant Track.

6. SPECIAL FACILITIES: GATES, DOORS, PITS. PRIVATE ROAD CROSSING AND RAIL-RELATED STRUCTURES, CONSTRUCTION AND MAINTENANCE.

(a) The term "Special Facilities" as used herein shall include: (1) a gate or gates across the Plant Track; (2) a doorway and/or door(s) affecting the Plant Track; (3) any pit or pit appurtenances beneath the Plant Track; (4) a private road crossing of the Plant Track; (5) tipple or conveyor; (6) rail-related structures (including but not limited to conveyors or similar apparatus, bridges, platforms, walkways, pipes or similar structures), or (7) other structures or facilities on, over, under, along or adjacent to the Plant Track, including pipelines, water lines, telephone, communication or fiber optic lines and cables, whether owned, constructed, maintained, permitted or licensed by TVA.

(b) NSR hereby authorizes the construction, maintenance and operation by TVA of any new or existing Special Facilities affecting the Plant Track. TVA agrees that any Special Facilities constructed affecting the Plant Tracks will comply with Exhibit C attached to this Agreement, and will be in accordance with Section 8 of this Agreement. TVA agrees that it will not construct any similar facilities, including private road crossings or gates, adjacent to or across the Lead Track without NSR's prior written approval. Such approval shall not be unreasonably withheld.

(c) If TVA shall have constructed or shall construct or maintains, renews or replaces at any time any "Special Facilities" on, over, under, along or adjacent to the Plant Track, the following subsections shall apply:

(1) Any gate constructed, maintained, renewed or replaced by TVA or at TVA's direction shall be at TVA's sole cost and expense.

(2) Any gate shall be constructed and maintained so as to provide, when opened, an unobstructed space on each side of the center line of the Plant Track of not less than 9.0 feet and a total clearance of not less than 18 feet.

(3) The design and specifications of any gate constructed or maintained by TVA shall be approved in writing by NSR. Such approval shall not be unreasonably withheld. Unless such gate design shall otherwise be specifically approved by NSR, any gate shall be equipped with NSR's standard switch lock, so applied that said gate may be locked and unlocked from the outside. TVA shall provide a substantial device on each side of the Plant Track to which the wings of said gate may be fastened and made parallel, or substantially parallel, with the Track when railroad equipment is moving through the gateway. Each such device shall be arranged so that when the wings of the gate are fastened thereto the distance between the side of each wing and the center of the Plant Tracks will not be less than 9.0 feet in the clear.

(4) Any door constructed, maintained, renewed or replaced by TVA or at TVA's direction shall be done at TVA's sole cost and expense.

(5) The design and specifications for any door constructed, maintained, renewed or replaced by TVA shall be approved in writing by NSR. Such approval shall not be unreasonably withheld.

(6) Any door shall provide, when opened, an unobstructed space over and above the Plant Track of not less than 22 feet vertical from the top of rail and 8 feet horizontal from the center line of the Plant Tracks.

(7) TVA shall provide a substantial device to which any door will be fastened and made stationary when railroad equipment is moving through the doorway. Each such device shall be so arranged that when the door, is in an open position and fastened thereto, the overhead clearance for the Plant Track will be at no point less than 22 feet from the top of rail and the horizontal clearance will not be less than 8 feet from the center of the Plant Track.

(8) Any pit or pit appurtenances constructed, maintained, renewed or replaced by TVA or at TVA's direction shall be at TVA's sole cost and expense.

(9) The design and specifications of any pit or pit appurtenance constructed or maintained by TVA shall be approved in writing by NSR. Such approval shall not be unreasonably withheld.

(10) TVA will maintain any unloading pit and appurtenances at its sole cost and to the reasonable satisfaction of Railway. TVA will maintain the pit and appurtenances in such condition that neither the pit or pit appurtenances nor the use thereof by TVA shall be or become an obstruction to the safe and proper maintenance of the Plant Track, or endanger employees of Railway or other persons on or about the Plant Track, or endanger, impede or delay operations of Railway upon the Plant Track. TVA agrees to provide a substantial metal or

board cover, or a Grizzly for said pit, as approved by NSR, and agrees to keep said pit covered at all times when the pit is not in use.

(11) TVA shall construct, maintain, renew, replace or permit any new or existing public or private road crossings, power line or pipelines on the Plant Track at TVA's sole cost and expense.

(12) The design and specifications for any changes to existing, or additional public or private road crossings on the Plant Track shall be approved in writing by NSR. Such approval shall not be unreasonably withheld.

(13) TVA shall maintain any private road crossings on the Plant Track in such condition that neither they nor the use thereof shall be or become an obstruction to the safe and proper maintenance of the Plant Track, or endanger employees of Railway or other persons on or about the Plant Track, or endanger, impede or delay operations of Railway upon the Plant Track.

(14) TVA shall construct, maintain, renew or replace any other Special Facilities at TVA's sole cost and expense.

(15) The design and specifications for such Special Facilities shall be approved in writing by NSR. Such approval shall not be unreasonably withheld.

(16) TVA shall maintain the Special Facilities in such condition that neither they nor the use thereof by TVA shall be or become an obstruction to the safe and proper maintenance of the Plant Track, or endanger employees of Railway or other persons on or about the Plant Track, or operations of Railway upon the Plant Track.

(d) The fact that the design, maintenance, repair or alteration of any of the aforesaid Special Facilities or other facilities constructed or installed by TVA shall have been approved by or performed under the supervision and to the satisfaction of NSR shall not relieve TVA from responsibility or liability undertaken for any injury to or death of any person or damage to property that may occur or arise as the result of the construction, maintenance, presence, use, operation and removal of the facilities.

(e) If any of the Special Facilities specifically or generally referred to in this Section are located upon the right-of way or property of NSR, TVA will, upon the termination of this Agreement, remove those Special Facilities and restore the premises of NSR to the condition existing prior to their construction. In default thereof, NSR may, in addition to any other legal or contractual remedy it may have, remove the Special Facilities and restore its premises at the expense of TVA.

(f) If any of the Special Facilities specifically or generally referred to in this Section are being maintained at clearances from the track that are less than the

clearances specified, the provisions of Sections 8 and 9 of this Agreement shall also be applicable to those Special Facilities.

7. (This section intentionally omitted)

8. CLEARANCES.

(a) TVA agrees to observe and maintain all clearances in accordance with the applicable specifications shown on the drawing in Exhibit C, attached hereto, except for any existing structures shown on the attached drawing, which do not conform to the standard clearances of NSR. TVA will not permit any other structure or obstruction of any kind to be placed or maintained within the restricted clearance zone.

(b) If any clearances on the Track do not conform to the clearances shown on Exhibit C, TVA may maintain any structures shown at reduced clearance provided that TVA shall provide and maintain, at its expense, any warning signs that may be required by NSR, at locations designated and approved by NSR.

(c) If the laws or regulations of any governmental authority having jurisdiction over the Track require clearances greater than those required by NSR, TVA and NSR will comply with the requirements of such laws or regulations in accordance with their respective responsibilities for capital projects and maintenance under this agreement.

9. LIABILITY AND INDEMNITY.

(a) TVA. Except as otherwise provided in subsequent sections of this Agreement, the responsibility of the parties hereto, as between Railway and TVA, for death, personal injury and property loss and damage, including environmental damage and associated investigative and cleanup costs, which occur by reason of or arise out of, or are incidental to, the construction, operation, maintenance, use, presence or removal of the Track or related facilities, shall be determined and borne as follows:

(1) Except for loss of or damage to the property of Railway caused by the negligence of Railway, TVA shall be responsible for and shall indemnify, protect and hold Railway harmless from all claims, demands, suits, judgments, liabilities, costs (including attorneys' fees) and expenses occasioned by loss of or damage to any property by fire.

(2) TVA shall be responsible for and shall indemnify, protect and hold Railway harmless from all claims, demands, suits, judgments, liabilities, costs (including attorneys' fees) and expenses occasioned by any death, personal injury, loss of or damage to property, and, as to the Plant Track, derailment costs:

(i) arising out of or in any manner incidental to the loading into or unloading from rail cars, or the handling, storage or transmission in connection with such loading or unloading, of hazardous or flammable materials (as defined in the regulations of the United States Department

of Transportation, but not including coal), except to the extent negligence on the part of the Railway may have caused or contributed to such death, injury, loss or damage; or

(ii) caused solely by the negligence of TVA, or of the officers, agents or employees of TVA, or which are caused by the negligence of TVA concurring with the negligence of a third party.

(iii) from any fines or penalties, arising or growing out of any permitted reduced clearances on the Track which do not conform to the clearances shown on the attached Exhibit C, notwithstanding anything contained in this Section, and irrespective of the joint, or concurring negligence of Railway; or the failure of TVA to comply with the clearance requirements of this Agreement. In this connection, it is understood that knowledge on the part of Railway of a violation of any such clearance requirements, whether such knowledge is actual or implied, shall not constitute a waiver and shall not relieve TVA of its obligations to indemnify Railway under this Agreement; or

(iv) arising or growing out of the installation, use, maintenance or removal of any unloading pit, tipple, conveyor, or Special Facilities, except to the extent negligence of Railway may have caused or contributed to such injury, death, damage or loss; or

(v) arising or growing out of the movement of rail cars by TVA or its agents (neither CSXT nor NSR shall be considered TVA's agent), whether or not authorized by this Agreement, except to the extent the negligence of Railway may have caused or contributed to such injury, death, damage or loss; or

(vi) arising or growing out of the installation, maintenance, use or removal of any road crossing, gate or door, installed and maintained by TVA, or by reason of the presence of the same, unless such injury, death, damage or loss was caused by the negligence of Railway or by the negligence of Railway concurring with the negligence of a third party.

(3) Railway shall be solely responsible for and shall indemnify, protect and hold TVA harmless from all claims, demands, suits, judgments, liabilities, costs (including attorneys' fees) and expenses occasioned by any death, personal injury, or loss of or damage to property, caused solely by the negligence or intentional acts of Railway, or of the officers, agents or employees of Railway, or which are caused by the negligence or intentional acts of Railway concurring with the negligence of a third party.

(4) Except as may be otherwise provided in subsections (1), (2), and (3) of this Section, Railway and TVA shall each be responsible for its own

negligence , and shall be jointly responsible for and shall bear equally all claims, demands, suits, judgments, liabilities, costs (including attorneys' fees) and expenses occasioned by any death, personal injury or loss of or damage to property caused by their joint and concurring negligence.

(5) Knowledge on the part of Railway of any violation of any of the terms of this Agreement by TVA shall constitute neither negligence nor acquiescence on the part of Railway, and shall in no event relieve TVA of any of the responsibilities and indemnity obligations assumed by TVA in this Agreement.

(6) The terms Railway and TVA, as used in this Section and Section 10 below, shall include the officers, agents, and employees of Railway and TVA. TVA further agrees that each and all of its indemnity commitments in this Agreement shall extend to and include the parent and all subsidiary and affiliated companies of Railway and their respective officers, agents and employees.

(7) If any suit or action be brought against Railway for damages which under the provisions of this agreement are claimed to be the responsibility of TVA, TVA shall be given prompt written notice by Railway and shall have the right to defend the suit or action using its own attorneys.

(b) Railway.

The responsibility and liability between CSXT and NSR for: (i) any personal injury or death of any person (including employees of the parties and third persons), (ii) any real or personal property damage of any person (including property of the parties and third persons), (iii) any damage or destruction to the environment (including land, air, water, wildlife and vegetation), and (iv) all cleanup and remedial expenses, court costs, litigation expenses and attorney's fees resulting from the use of the Track by either party as described herein also expressly including, without limitation, all liabilities arising after the effective date hereof under FELA and environmental laws but excluding consequential damages of any party hereto (which are always borne by the party which sustained them) and claims for exemplary and punitive damages, all of which are collectively referred to as a "Loss", will be divided as follows:

(1) If a Loss occurs while the Track is being used solely by the trains and locomotives of either CSXT or NSR, then the using party is solely responsible for the Loss.

(2) If a Loss occurs while the Track is being used by the trains and locomotives of both CSXT and NSR, then: (i) each is solely responsible for any Loss to its own employees, locomotives and equipment in its own account including lading and (ii) CSXT and NSR are equally responsible for any Loss to the Track and Loss sustained by third parties, regardless of the proportionate responsibility between them as to the cause of the Loss.



(3) For purpose of assigning responsibility of a Loss under this Section as between CSXT and NSR hereto, a Loss involving only one of the parties to this Agreement and a third party or parties shall be construed as being the sole responsibility of that one party to this Agreement.

(4) Whenever any liability, cost, or expense is assumed by or apportioned to a party hereto under the foregoing provisions, that party shall forever protect, defend, indemnify, and save harmless the other party to this Agreement and its parent corporation, subsidiaries and affiliates, and all of their respective directors, officers, agents, and employees from and against that liability, cost and expense assumed by that party or apportioned to it.

(5) In every case of death or injury suffered by an employee of either CSXT or NSR, when compensation to such employee or employee's dependents is required to be paid under any workmen's compensation, occupational disease, employers' liability or other law, and either of said parties, under the provisions of this Agreement, is required to pay said compensation, if such compensation is required to be paid in installments over a period of time, such party shall not be released from paying any such future installments by reason of the expiration or other termination of this Agreement prior to any of the respective dates upon which any such future installments are to be paid.

(6) For purposes of determining liability, pilots furnished by NSR to CSXT pursuant to this Agreement shall be considered as the employees of CSXT while such pilots are on board or getting on or off trains of CSXT.

(7) For the purpose of determining liability associated with construction, maintenance, repair and renewal of connections as provided in Sections 3 (c) and 5 (f) in the Agreement, all work performed by NSR shall be deemed performed for the sole benefit of CSXT and, CSXT shall be fully liable for all costs and expense of any and all loss, damage, destruction, injury and death arising out of, incidental to or occurring in connection with said construction, maintenance, repair and renewal. CSXT shall protect, indemnify, and save harmless NSR and its parent corporation, subsidiaries and affiliates, and all of their respective directors, officers, agents and employees from and against any and all expense and liability for which CSXT is responsible.

(8) If any suit or action shall be brought against either CSXT or NSR for damages which under the provisions of this Agreement are in whole or in part the responsibility of the other party, said other party shall be notified in writing by the party sued, and the party so notified shall have the right and be obligated to take part in the defense of such suit and shall pay a proportionate part of the judgment and costs, expense and attorneys' fees incurred in such suit according to its liability assumed hereunder.

(9) Notwithstanding the provisions of Section 9(b)(11), for the purpose of this Section 9, the word "equipment" shall mean and be confined to (i) cabooses, (ii) vehicles and machinery which are capable of being operated on railroad tracks that, at the time of an occurrence, are being operated on the Track, and (iii) vehicles and machinery that, at the time of an occurrence, are on the Track or its right of way for the purpose of maintenance or repair thereof or the clearing of wrecks thereon.

(10) Exceptions: Each party shall assume and bear all responsibility for Damage caused by acts or omissions of any of its employees while under the influence of drugs or alcohol and Section 9(b)(2) shall not apply to any such Damage.

(11) As used in this Agreement, whenever reference is made to the trains, locomotives, cars or equipment of, one of the parties hereto, such expression means the trains, locomotives, cars and equipment in the possession of or operated by one of the parties and includes such trains, locomotives, cars and equipment which are owned by, leased to, or in the account of such party. Whenever such locomotives, cars or equipment are owned or leased by one party to this Agreement and are in the possession or account of the other party to this Agreement, such locomotives, cars and equipment shall be considered those of the other party under this Agreement.

#### 10. ENVIRONMENTAL REQUIREMENTS.

(a) In their use and occupancy of the Track and adjoining premises and in all activities conducted thereon or related thereto, TVA and Railway shall comply with all federal, state, and local laws, rules, regulations and ordinances which relate to the control of air, water, noise, solid waste and other pollution or to the storage, transport, release or disposal of hazardous materials, substances, or waste. Railway shall be responsible for making any required notifications for spills or releases that occur during Railway's railroad operations. Except as required in connection with work to be performed by NSR under paragraphs 3 (a) and (b) or 5(c) hereof, TVA will, at its own expense, make all modifications, repairs, or additions to the Track and adjoining premises necessary to effect such compliance, and TVA will install and bear the expense of any and all structures, devices or equipment required by any such laws, rules, regulations or ordinances, or by the orders of any governmental agency.

(b) Neither TVA nor Railway shall dispose of any wastes of any kind, whether or not hazardous, on the Track or Track right of way and neither TVA nor Railway shall conduct any activity on said Track or right of way which may or does require a hazardous waste treatment, storage or disposal facility permit from either federal or state agencies.

(c) Regardless of any acquiescence of the other, Railway and TVA each agree to indemnify, protect and hold the other harmless from and against all liabilities, fines and penalties arising or growing out of its violation of subsections (a) and (b) of this

Section and Railway and TVA agree to reimburse all costs and expenses incurred by the other in eliminating or remedying such violations unless such liability, fines, or penalties arise solely from the negligence of the party seeking to be reimbursed. Regardless of any Railway acquiescence and notwithstanding any of the provisions of Section 9 above, TVA shall indemnify, protect and hold Railway harmless from and against all claims, demands, suits, judgments, liabilities, costs (including attorneys' fees) and expenses for any losses, personal injury to or death of any person or persons whomsoever, damage to or loss of any property whatsoever, and all penalties arising or growing out of TVA's use or release of any hazardous material, substance or waste onto the ground or into the water or air from or upon the Lead Track or adjoining premises, or arising or growing out of the use or release of a hazardous material, substance or waste affecting, or arising or growing out of a condition existing on the Track or adjoining premises on or before the date of this Agreement, unless resulting solely from the negligence of Railway.

(d) TVA and Railway hereby waive any and all statutes of limitation applicable to claims, demands or suits by either of them under the preceding subsections of this Section, and TVA and Railway further agree that they will not raise or plead a statute of limitation defense against the other in any claim, action or proceeding arising or growing out of the other's failure to comply with this Section.

#### 11. LOADING AND UNLOADING ON THE PLANT TRACKS.

(a) Signs - Whenever TVA loads or unloads any rail car by using hoses, pipes, conveyors or any other mechanical devices, a sign measuring at least 12 inches by 15 inches, with letters at least four inches high, reading "STOP - CAR CONNECTED", shall be placed at a conspicuous location clearly visible to Railway employees operating on the Track, from either direction. Said sign shall be conspicuously illuminated during periods of reduced visibility and shall remain in place until such loading or unloading is completed and until such pipes, conveyors and/or mechanical devices have been disconnected. This paragraph shall not apply to routine deliveries of coal or coal products using the rapid discharge unloader.

(b) Start and End of Railway's Obligation. Railway shall not be liable as a common carrier, or as a bailee, for any property loaded into any car on the Plant Tracks until such car is attached or coupled to the engine or train and has departed the Plant Tracks toward its destination. Until a car is so attached or coupled, the car and its contents shall be deemed and held to be in the possession of TVA insofar as responsibility therefor and liability related thereto are concerned. All carload shipments consigned to or in the care of TVA for delivery on the Plant Tracks shall be deemed to have been fully and completely delivered as soon as the car or cars containing such shipments shall have been placed on the Plant Tracks and detached from the engine or train by which it was moved, and Railway shall thereupon be relieved of any further liability therefor, either as a common carrier or as a bailee.

12. (This Article Intentionally Omitted)

13. HAZARDOUS MATERIAL.

If TVA ships, receives or handles any material on or about the Plant Tracks which is classified as a hazardous material by the regulations of the United States Department of Transportation (for purposes of this Section 13, coal and coal products shall not be considered flammable or hazardous materials), the following subsections shall apply:

(a) TVA, at its own expense, shall comply with the policies and practices recommended by the Association of American Railroads and the Railway, and with all applicable federal, state or municipal laws, orders, regulations and recommendations relating to safe handling, storage and disposition of the hazardous materials.

(b) If any hazardous material handled on the Plant Tracks is flammable or explosive (but not including coal or coal products), TVA hereby agrees that it will, at its sole cost and expense, and in a manner satisfactory and acceptable to Railway, arrange for installation of: (i) such derail devices as may be specified by Railway at locations on the Plant Tracks designated by Railway; (ii) such bonding and grounding of the Track as shall be required by Railway; and (iii) such other protective devices as may be required by Railway to protect the Plant Tracks against any foreign or stray electric current that may be present at or in the vicinity of said Plant Tracks.

(d) Title to the derail, bonding, grounding and other protective devices installed on the portion of the Plant Tracks owned by TVA will be vested in TVA. TVA will maintain all such devices, at its sole cost and expense, in good condition and repair and in a manner satisfactory to Railway. At Railway's discretion, Railway may elect to maintain any such devices at the cost of TVA.

14. SUCCESSORS, ASSIGNS AND THIRD-PARTY RIGHTS.

(a) Railway and TVA agree that the provisions of this Agreement shall inure to the benefit of the successors and assigns of Railway. TVA agrees that it will not permit a third party to use the Track without entering into a written supplement to this agreement with NSR for the Lead Track or with Railway for the Plant Tracks. TVA further agrees that, until the use of the Track by any such third party shall be covered by an appropriate agreement between said third party and Railway, use by such third party will be deemed and treated as a use by TVA under this Agreement, and TVA will be responsible therefor to the same extent as if such third party use were a use by TVA.

(b) This Agreement is not assignable or transferable by TVA or CSXT, in whole or in part, except with the advance written consent of NSR. Such consent shall not unreasonably be withheld. This subsection shall not apply to the extent TVA or CSXT is substantially sold in whole or in part.

15. TRACK REMOVAL.

Upon the termination of this Agreement, Railway may discontinue the operation of the Track and NSR may remove its property from the premises.

16. RIGHT TO SUSPEND OR DISCONTINUE OPERATIONS.

Notwithstanding any other provision of this Agreement, or the provisions of any transportation contract, if TVA shall fail to comply with any of the terms of this Agreement, NSR shall have the right to immediately suspend or discontinue operation of the Lead Track, and Railway shall have the right to immediately suspend or discontinue operation of the Plant Tracks, both without liability of Railway to TVA for breach of this contract or any transportation contract or agreement.

17. NO WAIVER OF BREACH.

No waiver by Railway or TVA of any breach by the other of the terms of this Agreement shall be construed as a waiver of any other or subsequent breach. No waiver by NSR or CSXT of any breach by TVA of the terms of this Agreement shall be construed as a waiver by the other party not granting such waiver. Termination of this Agreement shall not release TVA or Railway from any obligation or liability accruing hereunder prior to the time such termination becomes fully effective.

18. NOTICES.

Any notice required to be given pursuant to the terms of this Agreement shall be given in writing and shall be transmitted by U. S. Mail, by any other method customarily used in normal business practice, or by hand delivery. Any notice to be given pursuant to this Agreement shall be transmitted to the respective parties at the following addresses or at such other places as the parties may from time to time designate in writing:

As to NSR or its subsidiaries or affiliates:

Vice President Transportation/Operations  
Norfolk Southern Railway Company  
Three Commercial Place  
Norfolk, Virginia 23510-2191

As to CSXT:

General Manager Intercarrier Agreements  
CSX Transportation, Inc.  
500 Water Street,  
Jacksonville, Florida 32202

As to TVA:

Transportation Contract Administrator  
Tennessee Valley Authority  
1101 Market Street, Lookout Place, LP5G  
Chattanooga, Tennessee 37401

19. EFFECTIVE DATE AND TERMINATION.

(a) This Agreement shall become effective the latter of the date first above written, or if required, upon receipt of any regulatory approvals, and following the expiration of any time periods required by the issuance of labor notices by NSR ("Effective Date"), and shall remain in effect until 12:01 am October 1, 2009, and the parties hereto shall, subject to mutual consent, have the right to extend the term of this Agreement for a subsequent ten (10) year term by notice of at least six (6) months but no more than one (1) year prior to expiration of the initial term, and following said subsequent ten(10) year term, shall remain in full force and effect until terminated by one (1) years notice of either of the parties hereto, provided that NSR (CNO&TP) shall have successfully renewed its lease of its connecting trackage at Emory Gap. This Agreement shall be subject to and shall be terminated by the termination of NSR's (CNO&TP's) lease of its connecting trackage at Emory Gap by NSR's (CNO&TP's) lessor.

(b) Termination of this Agreement shall not relieve or release any party hereto from any obligations assumed or from any liability which may have arisen or been incurred by such party under the terms of this Agreement prior to termination hereof.

(c) In consideration of the covenants specified in the Marketing Contract between NSR and TVA dated November 2, 1994, as amended, (hereinafter "Marketing Contract") NSR will have complete control over the operation and maintenance of the Lead Track. This Agreement is co-extensive with the Marketing Contract and if the Marketing Contract is terminated, this Agreement will terminate.

20. CONSTRUCTION OF AGREEMENT.

The headings used in this Agreement are for convenience only and shall not affect the construction or interpretation of any section of this Agreement. If any provision of this Agreement or any part of any provision should become or be found to be invalid or unenforceable, the remaining provisions and parts shall continue to be fully effective and enforceable. Where necessary or appropriate in this Agreement, the singular and plural shall be interchangeable and words of any gender shall include all genders.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

WITNESS:

THE CINCINNATI, NEW ORLEANS AND  
TEXAS PACIFIC RAILWAY COMPANY

By \_\_\_\_\_  
Vice President Transportation

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

By \_\_\_\_\_  
Vice President Transportation

WITNESS

CSX TRANSPORTATION

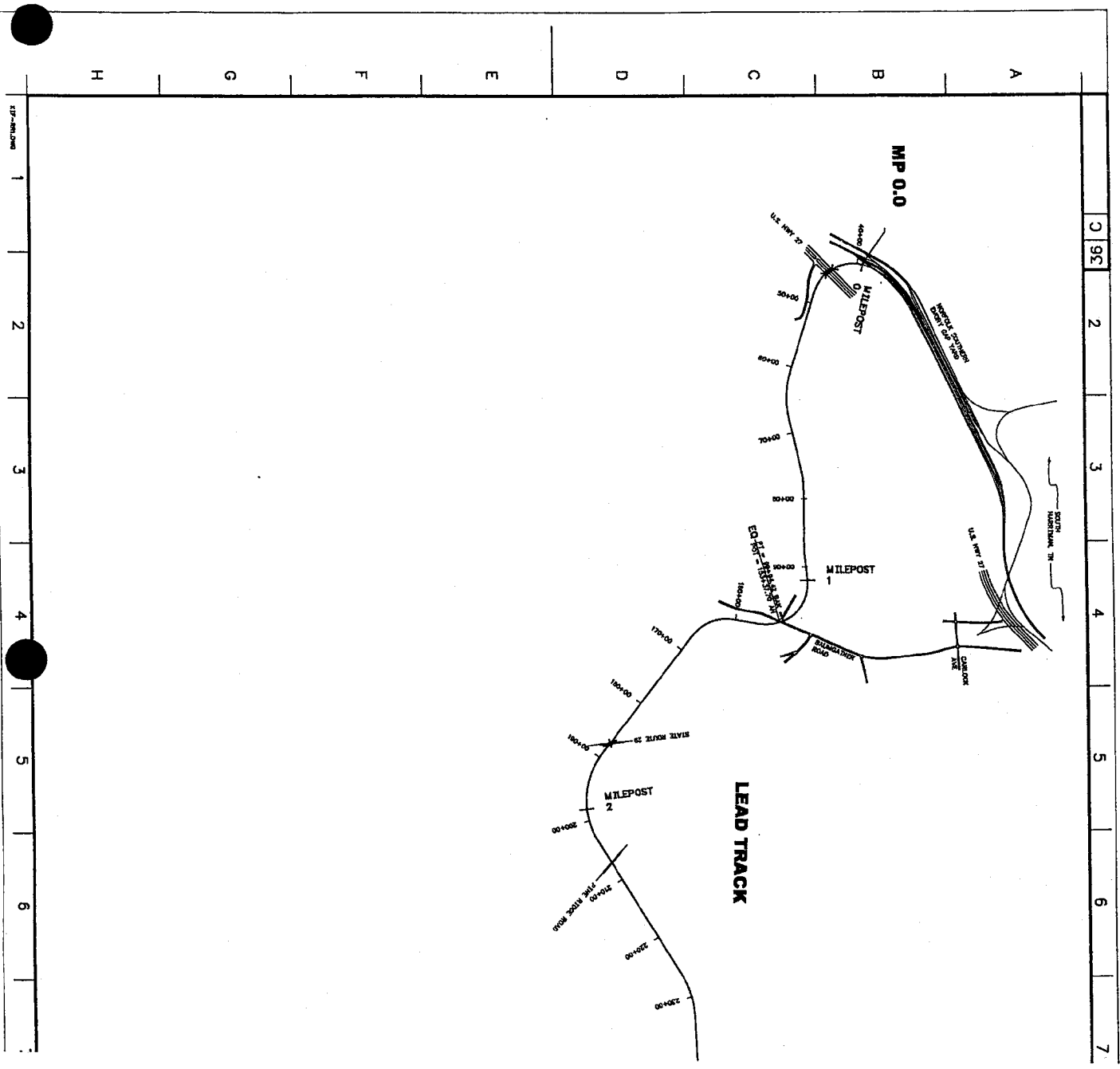
By \_\_\_\_\_  
(Title)

WITNESS:

TENNESSEE VALLEY AUTHORITY

By \_\_\_\_\_  
Transportation Contract Administrator

(gen-tenn\tva\tva trkg use agmnt 6-5-00)





**EXHIBIT B**

**Kingston Fossil Plant  
Norfolk Southern Requirements - Scope of Work  
Rehabilitation and Upgrade for Unit Train Operations  
Access Railroad - From Emory Gap to Station 360 + 00**

**Station notes:**

Begin 39+20.00  
-5,343.28 (equation 99+94.42 back = 153+37.70 ahead)  
End 360+00.00  
26,736.72 TF (or 5.06 miles)

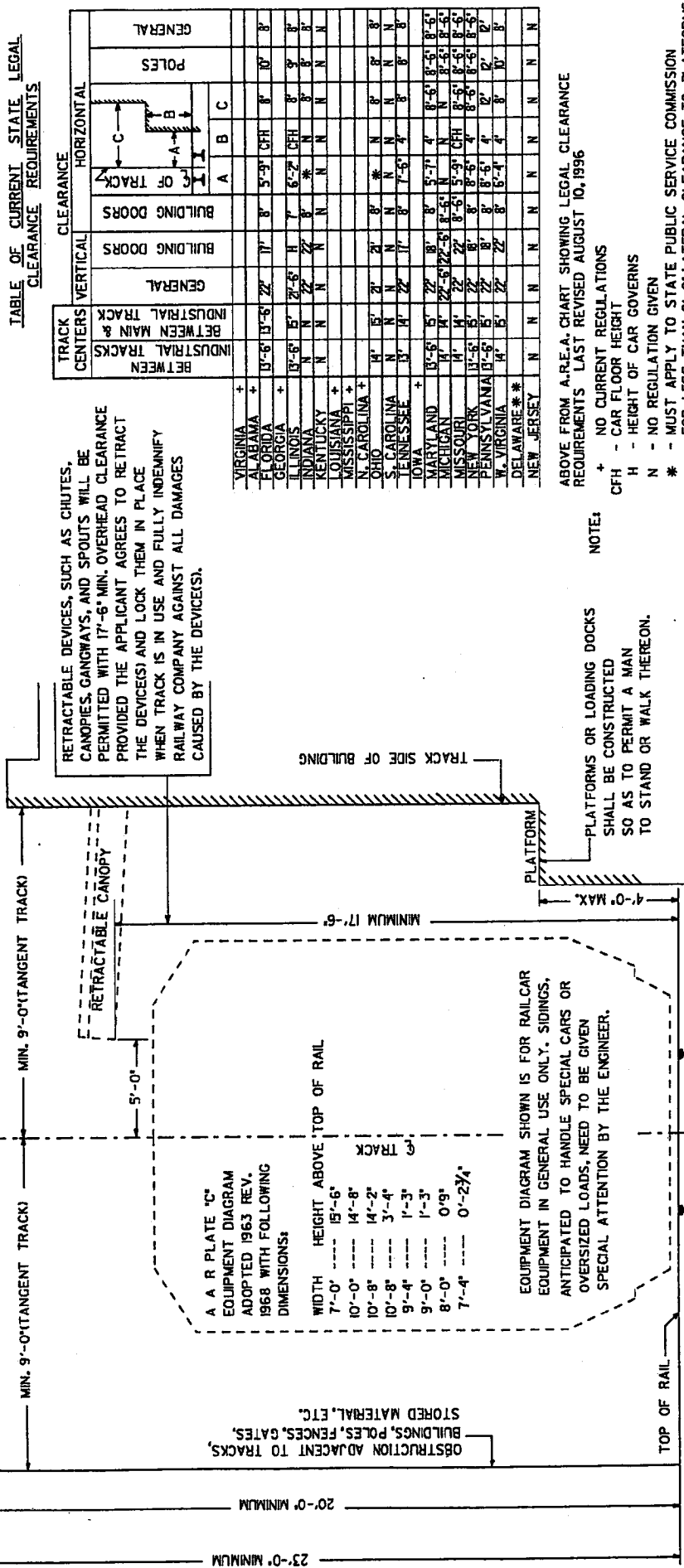
Item #	Location (TVA Station) from design drawings	Location (MP from Emory Gap) [approx]	Description	Quantity	Unit
1	All	All	<b>Vegetative Cutting</b> A plane 23" above the top of rail is to be cleared 15' either side of track centerline	26737	TF
2	All	All	<b>Vegetative Spraying</b>	26737	TF
3	180+00 R 180+00 L 210+00 R 210+00 L 315+00 R 362+00 R	1.8 1.8 2.2 2.2 4.3 5.2	<b>Ditching</b> " " " " " " " " " " " "	1700 700 750 750 200 425	LF LF LF LF LF LF
4	165+00 175+00 189+41.86 (PC) 226+76.55 (PC)	1.5 1.7 1.90 2.6	<b>Cribbing</b> " " " " " " " " " " " "	3500 200 1385 580	TF TF TF TF
5	66+25 84+90 92+75 196+00 207+75 231+00 236+75 291+10 295+75 312+75 348+00	0.49 0.85 0.98 1.94 2.15 2.60 2.71 3.74 3.83 4.14 4.88	<b>Work @ Drainage Structures</b> 24" RCP-Ditch Inlet & Unplug Culvert 42" X 200' RCP - Reset End Pipe Section 30" X 140' RCP - Ditch Outlet 18" X 60' RCP - Ditch Outlet 36" X 54' RCP - Ditch Outlet 36" X 80' RCP - Ditch Outlet 24" X 64' RCP - Ditch Outlet & Unplug Culvert 36" X 56' RCP - Ditch Outlet 24" X 78' RCP - Ditch Outlet, Ditch Inlet 30" X 54' RCP - Ditch Outlet, Ditch Inlet 24" X 54' RCP - Ditch Inlet	1 1 1 1 1 1 1 1 1 1 1	LS LS LS LS LS LS LS LS LS LS LS
6	39+20 (PC)	0.00	<b>Install 18" Tie Plates with 10 spikes per tie</b> " " " " " " " " " "	1045	TF

	92+55.46 (PC)	1.10	" " " " " " " "	1070	TF
	160+70.60 (PC)	1.40	" " " " " " " "	655	TF
	312+62.29 (PC)	4.30	" " " " " " " "	440	TF
	330+76.38 (PC)	4.60	" " " " " " " "	260	TF
	335+00 ****	4.70	" " " " " " " "	1145	TF
	357.08.48 (PC)	5.10	" " " " " " " "	295	TF
	365+55.38 (PC)	5.20	" " " " " " " "	235	TF
	****includes 200' each side of existing 12 degree curve				
7	44+50	0.1	<b>Remove and replace guardrail (w/o plates)</b>	180	TF
8	60+42.73 (PC)	0.50	<b>Install 14.75" Tie Plates with 8 spikes per tie</b>	750	TF
	74+89.4 (yard)	0.80	" " " " " " " "	n/a	TF
	90+00 (yard)	1.00	Part of Item # 9 - Construct Yard Bypass	n/a	TF
	189+41.86 (PC)	1.90	Part of Item # 9 - Construct Yard Bypass	1385	TF
	226+76.55 (PC)	2.60	Install 14.75" Tie Plates with 8 spikes per tie	580	TF
	240.06.08 (PC)	2.90	" " " " " " " "	475	TF
	254+43.01 (PC)	3.20	" " " " " " " "	565	TF
	267+59.74 (PC)	3.40	" " " " " " " "	80	TF
	273+78.55 (PC)	3.50	" " " " " " " "	330	TF
	284+64.08 (PC)	3.70	" " " " " " " "	335	TF
	296+95.70 (PC)	4.00	" " " " " " " "	610	TF
	323+59.29 (PC)	4.50	" " " " " " " "	400	TF
9	75+00	0.67	<b>Construct Yard Bypass @ Caney Creek</b>		
			<b>Part A</b>		
			Line Over Existing Trackage	580	TF
			New Track (132# material)	120	TF
			Ballast	1	LS
	90+00	0.96	<b>Part B</b>		
			Line Over Existing Trackage	690	TF
			New Track (132# material)	330	TF
			Ballast	1	LS
			Earthwork	1	LS
10	335+00	4.7	<b>Reconstruct 12 degree curve with 132# CWR</b> (200 Ft either side of PC and PT)	1145	TF
11	All	All	<b>Bolt Tightening</b>	26737	TF
12	All	All	<b>Align, Tamp, and Surface (skin)</b>	26737	TF
13	All	All	<b>Ballast Regulate &amp; Sweep</b>	26737	TF
14	All	All	<b>Ballast</b>	1000	TN
15	44+50	0.1	<b>Install White Marker Posts at Bridge Corners</b>	4	EA
	187+50	1.8	Bridge at US 27	4	EA
			Bridge at US 29		
16	Various	Various	<b>Reconstruct 10 Private drive crossings</b> (includes cribbing, ties, and crushed stone)	1	LS
17	Various	Various	<b>Replace rail at "five pin engine burns"</b>	5	EA

OVERHEAD STRUCTURES (BRIDGES, WALKWAYS, PIPE LINES, ETC.) - EXCEPT THAT FOR OVERHEAD WIRE AND CABLE CROSSING THE MINIMUM SHALL BE AS FOLLOWS:

CABLES AND COMMUNICATION WIRES ----- 27'-0"  
 ELECTRIC LINES 0 TO 750 VOLTS ----- 30'-0"  
 ELECTRIC LINES 750 TO 15,000 VOLTS --- 31'-0"  
 ELECTRIC LINES 15,000 TO 50,000 VOLTS -- 33'-0"

THE ABOVE MINIMUM CLEARANCE SHALL BE INCREASED AS OUTLINED IN THE NATIONAL ELECTRIC SAFETY CODE WHEN WARRANTED DUE TO CONDITIONS OF SPAN LENGTH, VOLTAGE, AND METHODS OF SUPPORTING CONDUCTORS



RETRACTABLE DEVICES, SUCH AS CHUTES, CANOPIES, GANGWAYS, AND SPOUTS WILL BE PERMITTED WITH 17'-6" MIN. OVERHEAD CLEARANCE PROVIDED THE APPLICANT AGREES TO RETRACT THE DEVICES AND LOCK THEM IN PLACE WHEN TRACK IS IN USE AND FULLY INDEMNIFY RAILWAY COMPANY AGAINST ALL DAMAGES CAUSED BY THE DEVICES.

EQUIPMENT DIAGRAM SHOWN IS FOR RAILCAR EQUIPMENT IN GENERAL USE ONLY. SIDINGS, ANTICIPATED TO HANDLE SPECIAL CARS OR OVERSIZED LOADS, NEED TO BE GIVEN SPECIAL ATTENTION BY THE ENGINEER.

PLATFORMS OR LOADING DOCKS SHALL BE CONSTRUCTED SO AS TO PERMIT A MAN TO STAND OR WALK THEREON.

PLATFORMS OR LOADING DOCKS ONLY)

NOTE:

- CLEARANCES APPLY BOTH TO STUB END TRACK AND TRACK CONNECTED AT BOTH ENDS.
- CLEARANCES APPLY BOTH TO OUTSIDE AND INSIDE OF BUILDING.
- DOORWAY FOR TRACK ENTERING BUILDING MUST HAVE 8'-0" SIDE CLEARANCE AND 22'-0" OVERHEAD CLEARANCE.
- SIGN MUST BE PLACED ON EACH SIDE OF DOORWAY TO WARN OF CLOSE SIDE CLEARANCE.
- INDUSTRY TRACK MUST BE NOT LESS THAN 15'-0" CENTER TO CENTER WITH MAIN AND RUNNING TRACK OF RAILWAY COMPANY. MINIMUM DISTANCE, CENTER TO CENTER, FOR ALL OTHER TRACKS TO BE 14'-0".
- ALL SIDE CLEARANCES MUST BE INCREASED 1/2 INCHES FOR EACH DEGREE OF CURVATURE.
- WHERE THE TRACK IS CURVED WITHIN 90 FEET OF AN ADJACENT OBSTRUCTION, THE SIDE CLEARANCES SHALL BE INCREASED AS PER TABLE IN UPPER RIGHT HAND CORNER.
- FOR ANY STRUCTURE CROSSING OR PROJECTING OVER TRACK, INDUSTRY MUST SUBMIT PLANS BEARING THE SEAL OF A REGISTERED PROFESSIONAL ENGINEER TO THE DIVISION SUPERINTENDENT FOR FORWARDING TO THE CHIEF ENGINEER BRIDGES AND STRUCTURES FOR APPROVAL

ADDED SIDE CLEARANCES, REQUIRED FOR STRAIGHT TRACK AT END OF CURVE.

DISTANCE FROM ADJACENT OBSTRUCTION TO NEAR END OF CURVED TRACK	INCREASE IN SIDE CLEARANCE PER DEGREE OF CURVATURE.
0 - 22 FT.	1/2 INCHES
23 - 45 FT.	1 INCH
46 - 68 FT.	1/2 INCH
69 - 90 FT.	1/4 INCH

TABLE OF CURRENT STATE LEGAL CLEARANCE REQUIREMENTS

TRACK CENTERS BETWEEN INDUSTRIAL TRACKS	VERTICAL CLEARANCE		HORIZONTAL CLEARANCE	
	GENERAL	BUILDING DOORS	GENERAL	POLES
VIRGINIA	17'-6"	17'	A	GENERAL
ALABAMA	17'-6"	17'	B	GENERAL
FLORIDA	17'-6"	17'	C	GENERAL
GEORGIA	17'-6"	17'	A	GENERAL
ILLINOIS	17'-6"	17'	B	GENERAL
INDIANA	17'-6"	17'	C	GENERAL
KENTUCKY	17'-6"	17'	A	GENERAL
LOUISIANA	17'-6"	17'	B	GENERAL
MISSISSIPPI	17'-6"	17'	C	GENERAL
N. CAROLINA	17'-6"	17'	A	GENERAL
OHIO	17'-6"	17'	B	GENERAL
S. CAROLINA	17'-6"	17'	C	GENERAL
TENNESSEE	17'-6"	17'	A	GENERAL
IOWA	17'-6"	17'	B	GENERAL
MARYLAND	17'-6"	17'	C	GENERAL
MICHIGAN	17'-6"	17'	A	GENERAL
MISSOURI	17'-6"	17'	B	GENERAL
NEW YORK	17'-6"	17'	C	GENERAL
PENNSYLVANIA	17'-6"	17'	A	GENERAL
W. VIRGINIA	17'-6"	17'	B	GENERAL
DELAWARE**	17'-6"	17'	C	GENERAL
NEW JERSEY	17'-6"	17'	A	GENERAL

NOTE:

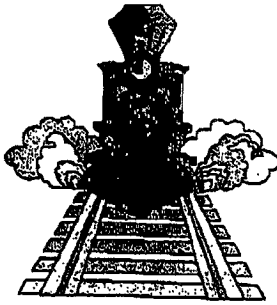
+ NO CURRENT REGULATIONS  
 CFH - CAR FLOOR HEIGHT  
 H - HEIGHT OF CAR GOVERNS  
 N - NO REGULATION GIVEN  
 \* - MUST APPLY TO STATE PUBLIC SERVICE COMMISSION FOR LESS THAN 8'-0" LATERAL CLEARANCE TO PLATFORMS.  
 \*\* - A.R.E.A. STANDARDS APPLY

ABOVE FROM A.R.E.A. CHART SHOWING LEGAL CLEARANCE REQUIREMENTS LAST REVISED AUGUST 10, 1996

WHERE PUBLIC LAW OR REGULATION REQUIRES CLEARANCE MORE RESTRICTIVE THAN RAILWAY COMPANY STANDARD, SUCH LAWS AND REGULATIONS WILL GOVERN. SEE ABOVE TABLE.

NORFOLK SOUTHERN RAILWAY COMPANY  
**CLEARANCES FOR TRACKS LOCATED ON INDUSTRY PROPERTY**

MARCH 1994  
 Atlanta, Georgia



**Norfolk Southern**  
801 South Main Street  
Somerset, Kentucky 42501  
Phone: 606-678-6028 (Bell)  
Microwave: 422-6043  
Fax: 422-6145  
Fax: 606-678-6145(Bell)

**FAX COVER SHEET**

To:

Name: Cherie Minghini  
Location: TVA - Chatt.  
Fax, Phone No: 423-751-7094

From:

Name: G. A. Wilke, Superintendent (Jenny)  
Location: Somerset, KY  
Date: 6/28

Total Number of Pages  
including cover page:  
Remarks:

3  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



APPLICATION FOR PIPELINE AGREEMENT

FORM 11287 (Rev. 9/91) (Item No. 875588)

I.D. No. \_\_\_\_\_

APPLICANT MUST ANSWER ALL QUESTIONS AND RETURN THIS FORM TO:

Date Issued: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

SUPT.  
COMPANY  
STREET  
CITY, STATE, ZIP  
PHONE

1. Legal Name of Applicant (party to agreement): \_\_\_\_\_

2. Mailing Address:  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

4. Billing Address:  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

3. Name of Applicant Representative:  
\_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: ( ) \_\_\_\_\_

5. Name of Contact for Billing Purposes:  
\_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: ( ) \_\_\_\_\_

- 6. Applicant is a:  Corporation - Give state of formation: \_\_\_\_\_
- Limited Partnership - Give state of formation: \_\_\_\_\_
- General Partnership - Give state of formation: \_\_\_\_\_
- Sole Proprietorship - Give name of owner: \_\_\_\_\_
- Individual
- Government Entity
- Other: \_\_\_\_\_

7. Location of Pipeline:

A. Nearest Street \_\_\_\_\_

B. Nearest Town \_\_\_\_\_

C. County \_\_\_\_\_

D. State \_\_\_\_\_

E. Railroad Milepost Reference: \_\_\_\_\_ N E S W of Milepost \_\_\_\_\_  
(Circle one)

F. Will pipeline be located entirely within confines of public street?  Yes  No

If yes, provide conclusive evidence for verification.

Street width: \_\_\_\_\_ ft. Street Right of Way width: \_\_\_\_\_ ft.

8. Pipeline  is to be installed  already exists and is being upgraded

Are there any agreements covering the pipeline?  Yes  No  Do not know

If yes, identify and attach copies: \_\_\_\_\_

9. The pipeline will: (check all appropriate boxes)

Cross tracks - How many? \_\_\_\_\_

Cross communication and/or signal lines - Separation \_\_\_\_\_ ft.

Parallel Tracks - Minimum horizontal distance to centerline of adjacent track \_\_\_\_\_ ft.

Be underground - Depth below base of rail \_\_\_\_\_ ft. Minimum depth on right of way \_\_\_\_\_ ft.

Be aerial - \_\_\_\_\_ ft. above top of rail

10. Identify facilities on Railroad right of way (manholes, pipe bridges, etc.): \_\_\_\_\_

(Continued on other side)

Plans for proposed installation are to be submitted to and meet the approval of the Railway Company before construction is begun. Material and installation are to be in strict accordance with specifications of the American Railway Engineering Association and requirements of Norfolk Southern Corporation. Original and six copies of this form shall be submitted, accompanied by six prints of a drawing showing plan, elevation of crossing from field survey, location in respect to Milepost, width of Railroad's Right of Way, width of Public Right of Way, location of adjacent structures affecting crossing, and all information required in Figures 1 and 2 of A.R.E.A. Specifications, Part 5 Pipelines. If tunneling necessary details of sheeting and method of supporting tracks or driving tunnel must be shown.

Correct name of Applicant: \_\_\_\_\_  
Post Office address: \_\_\_\_\_  
Location: \_\_\_\_\_ ft. \_\_\_\_\_ (direction) from nearest R.R. Milepost \_\_\_\_\_  
Nearest city or town: \_\_\_\_\_ County: \_\_\_\_\_ State \_\_\_\_\_  
Within limits of public highway, name: \_\_\_\_\_ Fed-State-County No.: \_\_\_\_\_  
Will temporary track support or rip rapping be required?  Yes  No - explain \_\_\_\_\_

Are there any wires, poles or obstructions to be relocated?  Yes  No Temperature \_\_\_\_\_  
Product to be conveyed: \_\_\_\_\_ Flammable?  Yes  No Temperature \_\_\_\_\_  
Maximum working pressure: \_\_\_\_\_ (psi) Field test pressure: \_\_\_\_\_ (psi) Type of test \_\_\_\_\_  
Location of shut-off valves: \_\_\_\_\_

PIPE SPECIFICATIONS

CARRIER PIPE

CASING PIPE

PIPE SPECIFICATIONS	CARRIER PIPE	CASING PIPE
Material	_____	_____
Material specifications and grade	_____	_____
Minimum Yield Strength (psi) of material	_____	_____
Mill test pressure (psi)	_____	_____
Inside diameter	_____	_____
Outside diameter	_____	_____
Wall thickness	_____	_____
Type of seam	_____	_____
Laying lengths	_____	_____
Type of joints	_____	_____
Total length within Railroad right of way	_____	_____

VENTS - number: \_\_\_\_\_ size: \_\_\_\_\_ height above ground: \_\_\_\_\_

SEALS - both ends: \_\_\_\_\_ one end: \_\_\_\_\_

BURY - base of rail to top of casing: \_\_\_\_\_ ft. \_\_\_\_\_ in.

BURY - (not beneath tracks): \_\_\_\_\_ ft. \_\_\_\_\_ in.

BURY - (roadway ditches): \_\_\_\_\_ ft. \_\_\_\_\_ in.

CATHODIC PROTECTION -  Yes  No

PROTECTIVE COATING -  Yes  No Give description \_\_\_\_\_

Specify type, size, and spacing of insulators or supports: \_\_\_\_\_

Define any special specifications of the pipeline: \_\_\_\_\_

Method of installation: \_\_\_\_\_

If application is approved, applicant agrees to reimburse the Railroad for any cost incurred by the Railroad incident to installation, maintenance, and/or supervision necessitated by this pipeline installation, and further agrees to assume all liability for accidents or injuries which arise as a result of this installation.

(Date)

(Signature and title of officer signing application)

(SEE SAMPLE DRAWING (Exhibit A), and SAMPLE SHEET (Exhibit B), attached)



June 21, 2000

Norfolk Southern  
801 S. Main Street  
Somerset, Kentucky 42501

ATTN: George Wilke, Division Superintendent

**KINGSTON FOSSIL PLANT - NORFOLK SOUTHERN - R/R PLANT TRACK  
CROSSINGS**

TVA is proposing to construct a 10-inch diameter pipeline to route stormwater drainage from the coal yard runoff pond to the fly ash discharge channel. Its route will follow the northern limits of the coal yard area, cross the utility return loop track at a 45 degree skew through an existing pipe sleeve and cross the southern end of the loaded yard tracks, then cross Main Plant Road to the ash sluice trench to discharge at the fly ash discharge channel.

According to the Industrial Track and Siding Temporary Agreement between NSR and TVA, dated June 2000, TVA agrees that any of the Special Facilities, as described in Section 6 of the aforementioned agreement, affecting the Plant Tracks shall not be constructed without NSR's prior written approval. TVA shall construct the pipeline at their sole cost and expense. We believe it would be in order to coordinate our plans with your office to obtain NSR approval.

TVA is requesting written approval to construct the pipeline with two plant track railroad crossings, including one at the return loop track and a crossing at the south end of the loaded yard. The following enclosures will help further describe our request:

1. Attachment A - A plan, profile, and typical cross section for the crossings (1 sheet).
2. Attachment B - General Location of crossings (1 sheet).
3. Attachment C - Pipe specification data (1 sheet).

The loaded yard railroad crossings would be installed by boring under the pavement. The casing pipe for the return loop utility track crossing has been previously installed by trench prior to construction of the track. The pipeline will utilize the spare sleeve at this location. The casing pipe at both these crossings will be steel. The railroad crossings, including all clearances and construction, will be in accordance with the American Railway Engineering Association Specifications. Disturbed areas will be returned to their original condition.

Norfolk Southern  
Page 2  
June 20, 2000

Enclosed are two copies of the enclosures for your use. We appreciate your cooperation on this project. Construction of the pipeline is scheduled to begin as soon as possible. We would appreciate your approval by July 11, 2000.

If you have any questions or comments, please call Cherie Minghini at 423-751-6375 in Chattanooga, Tennessee.

Sincerely,

**Original Signed By**  
**H. L. Petty**

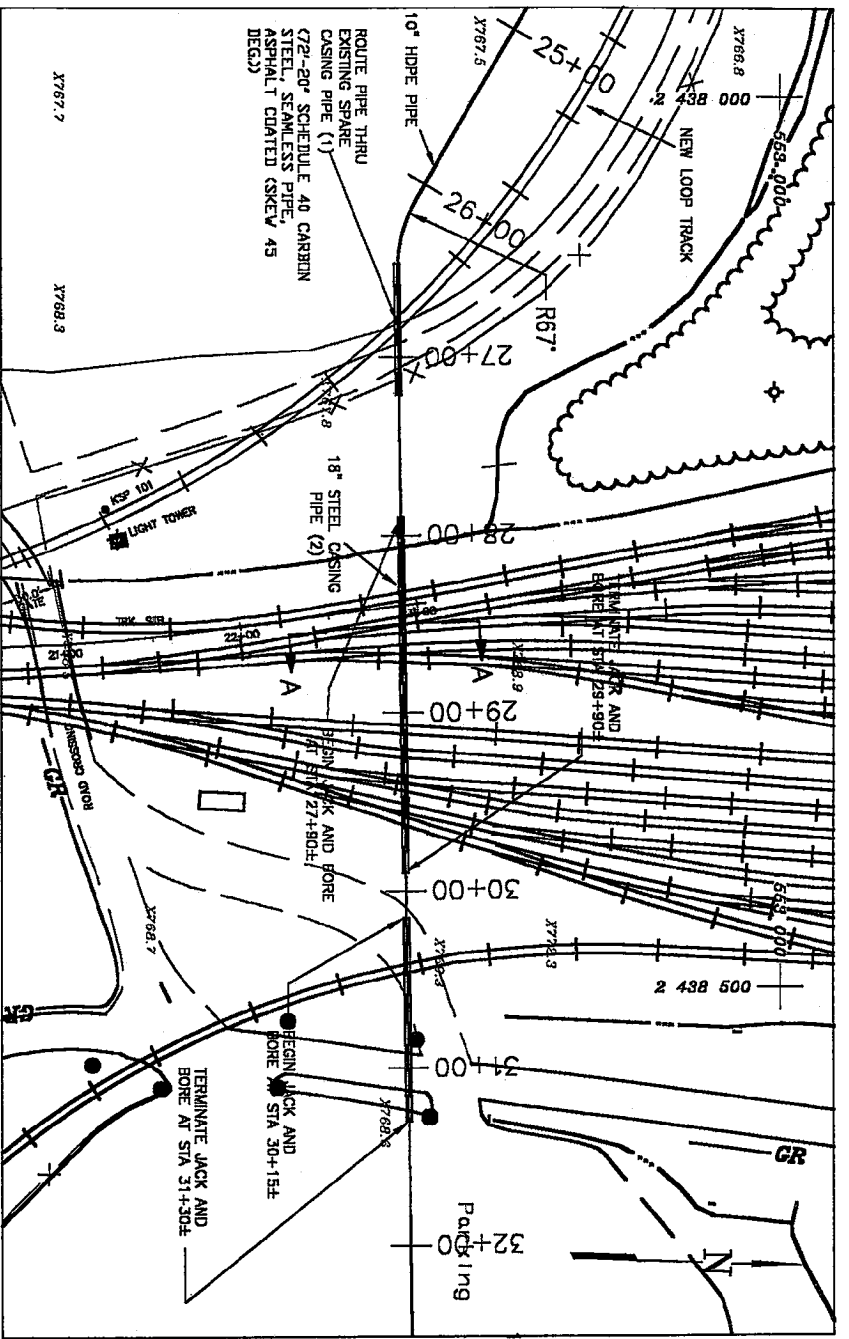
Lee A. Nash, Manager  
Project and Discipline Engineering

REP:HLP:CMM:VJL  
Enclosures

cc: J. G. Adair, LP 2G-C, w/1  
S. E. Brewster, LP 2G-C  
EDMS, EB 5G-C

j:/fossil eng/proj eng/civil/kifcrossing.doc



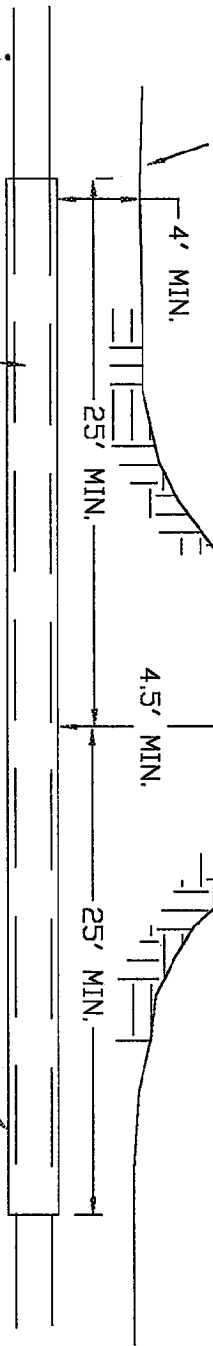


PLAN  
NTS

CENTERLINE OF TRACK

\* JACK AND BORE UNDER LOADED YARD TRACKS

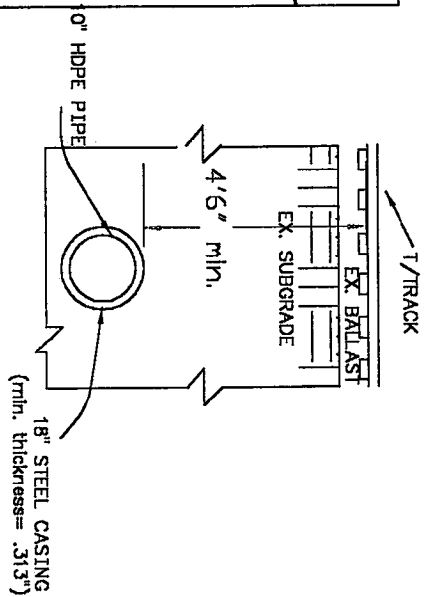
NATURAL GROUND



(2) 18" STEEL CASING PIPE (MIN. THICKNESS .313")

TYPICAL PIPE PROFILE AT PLANT TRACK CROSSING

SCALE: NONE

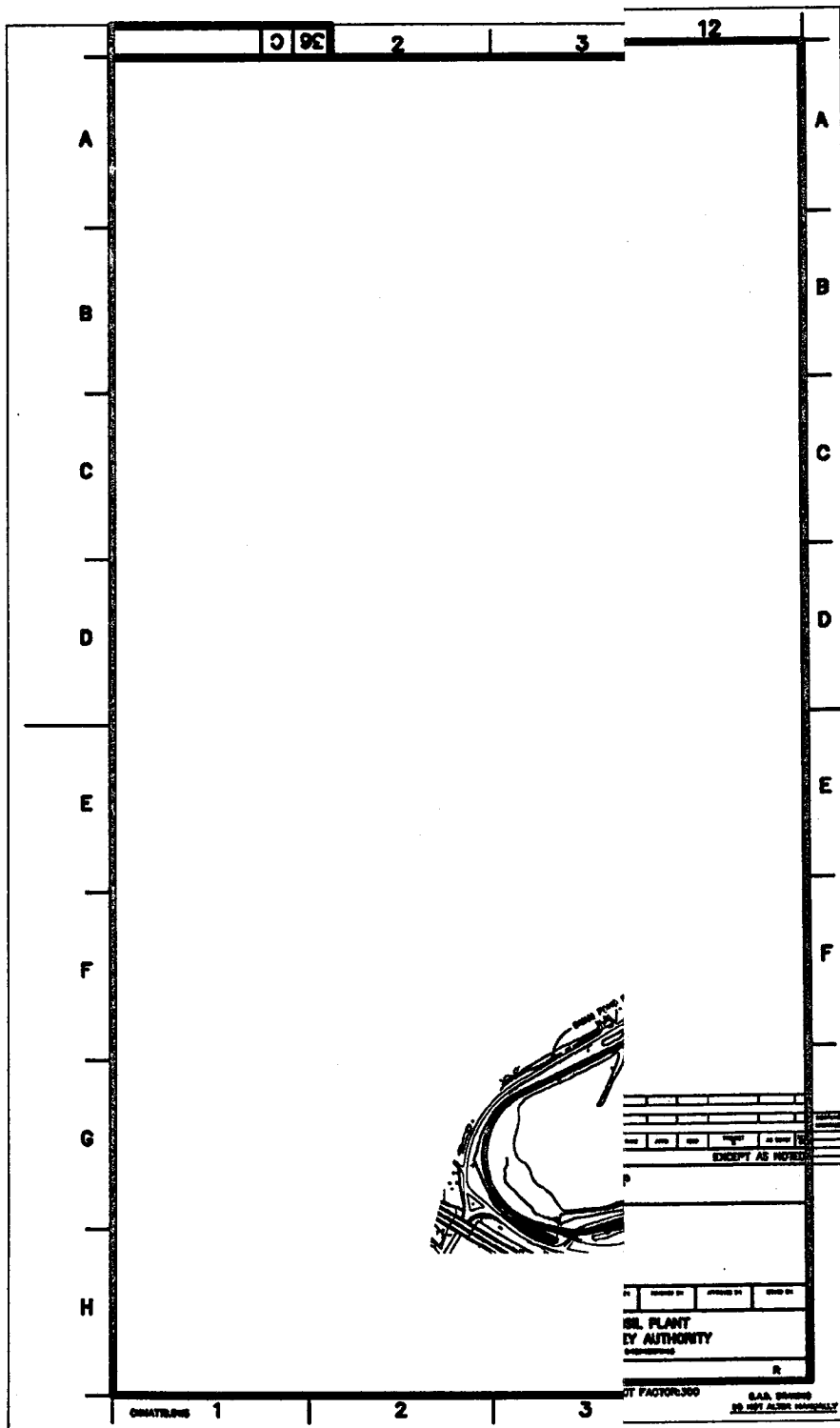


DETAIL A  
SCALE: NONE

KINGSTON FOSSIL PLANT  
TENNESSEE VALLEY AUTHORITY

DETAILS - PLANT TRACK X-INGS

ATTACHMENT A

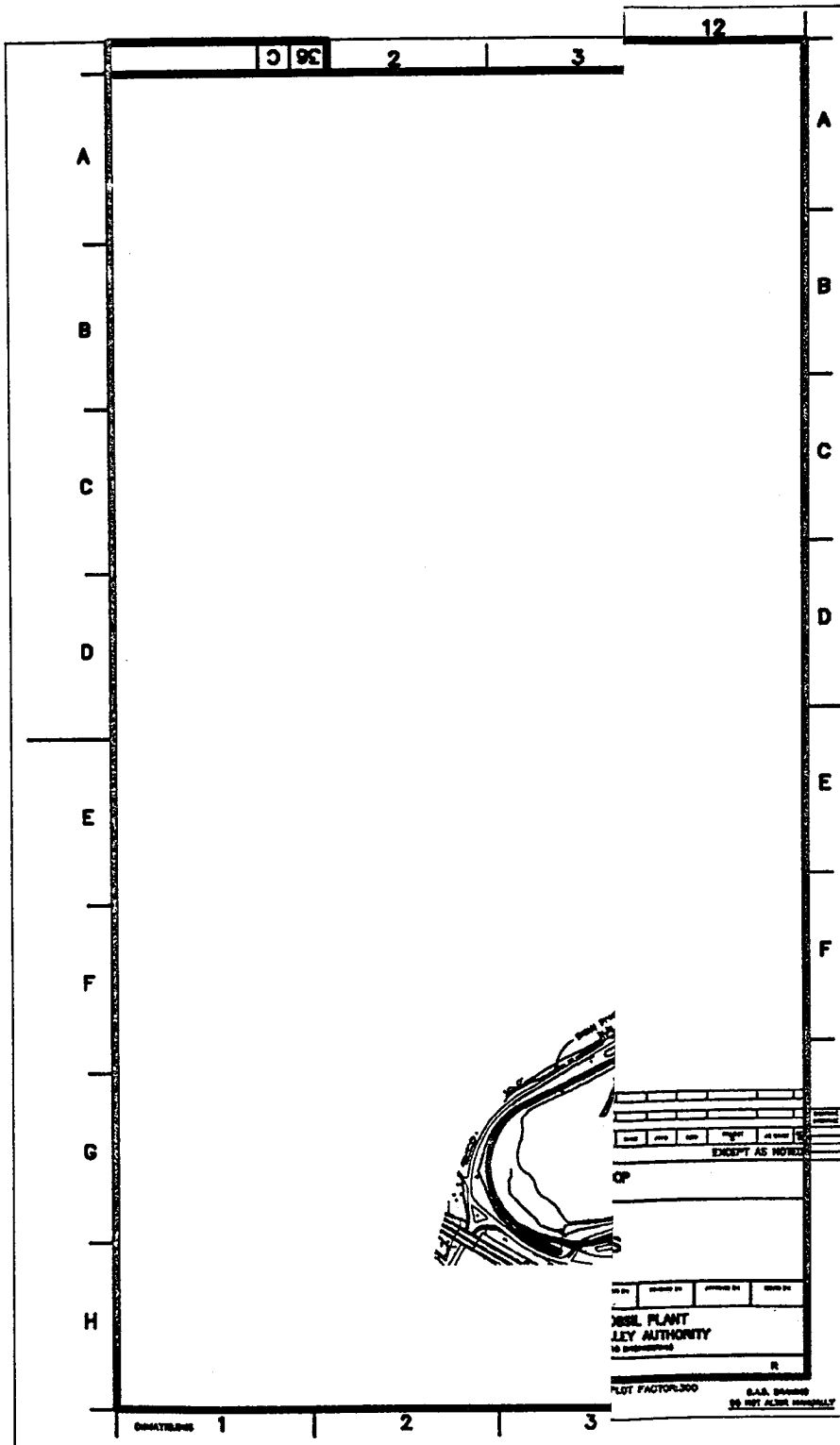


# PIPE SPECIFICATIONS

## Attachment C

	CARRIER PIPE	CASING PIPE (1)	CASING PIPE (2)
CONTENTS TO BE HANDLED	Stormwater	N/A	N/A
OUTSIDE DIAMETER	10.75"	20"	18"
PIPE MATERIAL	HDPE	Carbon Steel	Carbon Steel
SPECIFICATIONS AND GRADE	ASTM D3350	ASTM A53	ASTM A53
	PE3408	Type S Grade B	Type E or S; Grade B
WALL THICKNESS	.632"	.594"	.313" min.
ACTUAL WORKING PRESSURE	100 psi	N/A	N/A
TYPE OF JOINT	Butt Heat Fusion	Welded	Welded
COATING	N/A	Asphalt	None
METHOD OF INSTALLATION	Jack and Bore	Trench	Jack and Bore
VENTS	No	No	No
SEAL	No	No	No
BURY: BASE OF RAIL TO T/CASING	N/A	4.5' min.	4.5' min.
BURY: (NOT BENEATH TRACKS)	N/A	4' min.	4' min.
BURY: (ROADWAY DITCHES)	N/A	3' min.	3' min.
CATHODIC PROTECTION	N/A	No	No





# PIPE SPECIFICATIONS

## Attachment C

	CARRIER PIPE	CASING PIPE (1)	CASING PIPE (2)
CONTENTS TO BE HANDLED	Stormwater	N/A	N/A
OUTSIDE DIAMETER	10.75"	20"	18"
PIPE MATERIAL	HDPE	Carbon Steel	Carbon Steel
SPECIFICATIONS AND GRADE	ASTM D3350	ASTM A53	ASTM A53
	PE3408	Type S Grade B	Type E or S; Grade B
WALL THICKNESS	.632"	.594"	.313" min.
ACTUAL WORKING PRESSURE	100 psi	N/A	N/A
TYPE OF JOINT	Butt Heat Fusion	Welded	Welded
COATING	N/A	Asphalt	None
METHOD OF INSTALLATION	Jack and Bore	Trench	Jack and Bore
VENTS	No	No	No
SEAL	No	No	No
BURY: BASE OF RAIL TO T/CASING	N/A	4.5' min.	4.5' min.
BURY: (NOT BENEATH TRACKS)	N/A	4' min.	4' min.
BURY: (ROADWAY DITCHES)	N/A	3' min.	3' min.
CATHODIC PROTECTION	N/A	No	No

	CARRIER PIPE	CASING PIPE (1)	CASING PIPE (2)
CONTENTS TO BE HANDLED	Stormwater	N/A	N/A
OUTSIDE DIAMETER	10.75"	20"	18"
PIPE MATERIAL	HDPE	Carbon Steel	Carbon Steel
SPECIFICATIONS AND GRADE	ASTM D3350	ASTM A53	ASTM A53
WALL THICKNESS	PE3408	Type S Grade B	Type E or S; Grade B
ACTUAL WORKING PRESSURE	.632"	.594"	.313" min.
TYPE OF JOINT	100 psi	N/A	N/A
COATING	Butt Heat Fusion	Welded	Welded
METHOD OF INSTALLATION	N/A	Asphalt	None
VENTS	Jack and Bore	Trench	Jack and Bore
SEAL	No	No	No
BURY: BASE OF RAIL TO T/CASING	No	No	No
BURY: (NOT BENEATH TRACKS)	N/A	4.5' min.	4.5' min.
BURY: (ROADWAY DITCHES)	N/A	4' min.	4' min.
CATHODIC PROTECTION	N/A	3' min.	3' min.
	N/A	No	No

20" OD  
CS Sch 40  
.594"  
1250 psi  
test pressure

18" OD  
CS Sch 40  
.562"  
1310 psi  
test pressure

# 1 BILL OF MATERIAL - KIF Coal Yard Pipe Upgrade - Phase IIIA

The Bill of Material is listed in Table 1.

TABLE 1

Item	Quantity	Units	Comments
Underground utility survey	1	LS	Assume start at sta 19+00 to Sta 39+00 @ 4 ft width. Acreage = 0.2 ac
HDPE Pipe 10 in nom dia SDR 17	3900	LF	ASTM D3350, cell classification 345444C, PE3408
18 in dia Casing pipe (Jack & Bore #1); min wall thickness = 0.313 in.	200	LF	Casing pipe shall have a minimum yield strength of 35,000 psi
18 in dia Casing pipe (Jack & Bore #2); min wall thickness = 0.313 in.	115	Lf	Casing pipe shall have a minimum yield strength of 35,000 psi
If single Jack and Bore is performed, the overall length =	340	LF	
Trench excavation (3 ft deep from station 0+00 to Sta 19+00 ±)	430	BCY	Assume trench width = 2 ft & 3 ft deep
Trench excavation (5.5 ft deep from Sta 19+00 to station 35+00 ±)	660	BCY	Assume trench width = 2 ft x 5.5 ft deep
Backfill (either sand or bottom ash up to 4 in above pipe (Sta 0+00 to Sta 19+00))	220	BCY	Assume one-half the trench excavation volume. Remaining backfill will utilize excavated mat'l
Backfill (either sand or bottom ash up to 4 in above pipe (Sta 19+00 to Sta 39+00))	270	BCY	Assume 40 % of excavation volume. Remainder of backfill shall be crushed stone or bottom ash.
Warning tape	3500	LF	Place above buried pipe for future identification
Allowance for Utility relocation			To be by estimator
Cleanouts (Saddle reducing laterals - 10 x 10 x 6)	4	ea	See note 1

Notes:

- Saddle reducing laterals (for use as cleanouts) may not be available - contact vendor. Saddle reducing laterals will reduce the allowable pressure for the pipe, and requires further evaluation.



F&HP ENVIRONMENTAL DECISION RECORD

DRAFT  
coydedr.doc  
5-31-00

Plant/Project Title KIF Coal Yard Runoff Pond Pipe Upgrade  
EDR Tracking Number \_\_\_\_\_ Project Number KIF 353

I. ASSESSMENT OF POTENTIAL ENVIRONMENTAL CONDITIONS

A. Does the project:	Yes	No	Unknown
1. Result in the generation of any new effluents or changes in effluents during construction or after operation begins (this may mean air emissions such as open burning, fugitive dust, conveyor transfer point emissions, sandblasting, organic fumes; vents from tanks, or any other discharge to the atmosphere); wastewater such as contaminated runoff, process wastewater or sewage; or solid waste such as bulky scrap waste, ash, waste not routinely generated, etc.)?	X	_____	_____
2. Result in modification of equipment with environmental permit?	_____	X	_____
3. Result in addition to or modification to potable water system?	_____	X	_____
4. Involve work in water (stream, lakes, wetlands, or floodplain)?	X	_____	_____
5. Involve excavation in previously undisturbed areas?	_____	X	_____
6. Require sedimentation and erosion control measures?	X	_____	_____
7. Involve any materials handling which by its nature might be hazardous (such as asbestos, PCBs, organic solvents, sandblasting waste, etc.)?	_____	X	_____
8. Require onsite bulk storage of fuels or other liquids?	_____	X	_____
9. Involve removals or modification of equipment greater than 50 years old?	_____	X	_____
10. Involve any public controversy?	_____	X	_____
11. Result in unusual generation of noise?	_____	X	_____
12. Involve any structures greater than 200 feet tall?	_____	X	_____
13. Involve any radioactive materials?	_____	X	_____
14. Result in significant impacts on transportation?	_____	X	_____
15. Involve changes in site land use or changes which are incompatible with adjacent land use?	_____	X	_____
16. Result in significant visual impacts?	_____	X	_____
17. Does contract or project require TVA Board approval?	_____	X	_____

B. Discussion The existing coal yard runoff pond system can not handle a significant rainfall event and could cause the new coal handling reclaim facility to flood. This project will consist of installing a new 10" HDPE discharge pipe to the ash pond. The coal yard pond will be dredged to original capacity and enlarged. An overflow spillway ditch will be constructed. A new power feed, pump float switches, and warning enunciator will be installed to the existing pumps.

C. Concurrence with Part I

Project Engineer

Date

Plant Program Administrator  
(Environmental)

Date

If "Yes" or "Unknown" is checked above, go to Part II. If all questions are answered "No" or if all "Yes" answers are covered by a generic EDR, this project is a Categorical Exclusion pursuant to Section 5.2 of TVA Instruction IX ENVIRON-

MENTAL REVIEW and Parts II and III are not required.

\*Attach project scope.

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F&HP ENVIRONMENTAL DECISION RECORD

EDR Tracking Number \_\_\_\_\_

Project Number KIF 353

III. LEVEL OF NEPA REVIEW DETERMINATION (Check One)

- Categorical Exclusion pursuant to Section 5.2 .1 . TVA Instruction IX ENVIRONMENTAL REVIEW (conditions and/or commitments listed below).
- Environmental Assessment Required
- Environmental Impact Statement Required

Project conditions or commitments related to environmental protection.  
(Additional material may be attached)

Stormwater BMPs (silt fences, hay bales, etc.) shall be utilized for sediment/erosion control when construction exposes earth. BMPs (water truck) shall be used as necessary to control dusting during pond excavation. The IPP/SPCC plans will be revised as needed to reflect conditions. On-site solid waste disposal of coal fines/excavated earth will be handled in accordance with TVA procedures. Abandoned pump platform shall be removed and disposed of in accordance with TVA procedures.

Environmental permits for project and required schedule:

Permits - none  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Signature, Plant Program Administrator*  
*(Environmental)*

*Date*

\_\_\_\_\_  
*Signature, Project Engineer*

*Date*

\_\_\_\_\_  
*Signature, Advanced Production Technology and*  
*Regulatory Integration*

*Date*

Attachments: Yes ( ) No (X ) (If yes, number of pages) \_\_\_\_\_

cc (with any attachments): (To be distributed after ENV AFF approval)

Cherie Minghini, LP 2G-C

Project Engineer (Original)

William H. Ross, BRF-1A-CTT

Plant/Region Environmental Engineer

Greg Askew, WT 8C-K

Manager, National Environmental Policy Act, Environmental Management

Chip Diamond, LP 5D-C

Advanced Production Technology and Regulatory Integration

TVA 30494A [8/95]