REDACTED

Form ADM-83A
(9-49)

U. S. DEPARTMENT OF AGRICULTURE
RURAL ELECTRIFICATION ADMINISTRATION
KENTUCKY 522

REA PROJECT KENTUCKY 61 CARTER

THE WITHIN GENERAL AGREEMENT FOR JOINT USE OF WOOD POLES dated October 7, 1953 between Foothills Rural Telephone Cooperative Corporation, Inc., and Grayson Rural Electric Cooperative, Inc., of Grayson, Ky.
Form 263

SUBMITTED BY THE BORROWER PURSUANT TO THE TERMS OF THE LOAN CONTRACT FOR THE ABOVE-DESIGNATED PROJECT, IS HEREBY APPROVED SOLELY FOR THE PURPOSES OF SUCH LOAN CONTRACT.

Fred H. Strang
FOR CLAUDE R. WICKARD, ADMINISTRATOR

DATED 11/4/53

16—60052-1 U. S. GOVERNMENT PRINTING OFFICE

REDACTED

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL ELECTRIFICATION ADMINISTRATION
WASHINGTON 25, D.C.

November 4, 1953

Foothills Rural Telephone Cooperative
Corporation, Incorporated
Paintsville, Kentucky

Grayson Rural Electric Cooperative,
Incorporated
Grayson, Kentucky

Gentlemen:

Subject: Joint Use Agreement Between

Kentucky 522
and
Kentucky 61 Carter

We return to you herewith one copy of the above joint use agreement which has been approved. While this agreement sets forth the basis for practicing joint use of facilities by both parties thereto, the procedures prescribed in Articles IV and V should be followed in arranging for the joint use of specific poles.

The execution of this agreement permits the inauguration of a joint use program which will, in addition to affording suitable protection of the security for the government loans, make a substantial contribution to achieving the objective of bringing area coverage electric and telephone service at the lowest possible cost to persons in your common service areas.

Engineering and construction of facilities utilizing the facilities of one party to this agreement by the other requires full coordination of the activities of both parties. Engineering determinations acceptable to both parties must be made as to the lines on which joint use will be practiced and as to pole change-outs, pole additions, and rearrangement of facilities needed to accommodate joint use. Such alterations of existing facilities as are necessary should be scheduled promptly so that joint use construction may proceed without costly delay. The cooperation of both parties will assure an orderly program permitting maximum realization of the benefits of joint use consistent with sound engineering standards. When the facilities of both parties are in service, continued

REDACTED

close cooperation in solving mutual problems will be essential to assure adequate and reliable service both to electric consumers and telephone subscribers.

As problems arise in carrying on joint use under this agreement, the service of REA field personnel will be made available if required.

Sincerely yours,

Fred H. Stuart

For: Administrator

Enclosure

REDACTED

REA Form DS-210A

EXPLANATORY NOTE
To Accompany
REA Form DS-210

November 8, 1951

NOTE: Attached to this REA Form DS-210 joint-use agreement are two alternative forms of amendment relating to area coverage, one of which must be included in any REA Form DS-210 agreement submitted to REA for approval.

December 1949 Amendment, REA Form DS-210B.
Amends Articles I and XIII. It is to be used where the REA Form DS-210 Agreement covers all poles of both parties and where both parties mutually agree to furnish service on an area-coverage basis in their entire common service area, commencing with an initial five-year program as shown on Exhibits 1 and 2 to be attached to the agreement. This amendment and procedure are described in detail in a memorandum to REA borrowers, dated December 22, 1949, and entitled "Joint Use of Facilities by Power and Telephone Systems--Application of the Area Coverage Principle."

May 1951 Amendment, REA Form DS-210C and REA Form DS-210D.
Amends Articles IV and V. It is to be used where the telephone company seeks permission to use wood poles in connection with telephone service projects within specific portions of the common service area. Each request, and any revision thereof, must be submitted to REA for approval. This amendment and procedure are described in detail in a memorandum to REA borrowers, dated May 14, 1951, and entitled "Joint Use of Wood Poles by Power and Telephone Systems: Area Coverage."

May 1951 Amendment, REA Form DS-210E.
There is also attached REA Form DS-210E, an amendment of Article III relating to construction practices which should be executed and attached to each REA Form DS-210 agreement hereafter submitted to REA for approval. This amendment is described in detail in a memorandum to REA borrowers, dated May 14, 1951, and entitled "Joint Use of Wood Poles by Power and Telephone Systems: Construction Practices."

REDACTED

REA Form DS-210
(8-47)

GENERAL AGREEMENT

FOR

JOINT USE OF WOOD POLES

BETWEEN

Grayson Rural Electric Co-op. Corp. Inc.

Grayson, Kentucky

AND

Foothills Rural Telephone Co-op. Corp. Inc.

Paintsville, Kentucky

Date October 7, 1953

REDACTED

TABLE OF CONTENTS

Article	Subject	Page
I	Scope of Agreement	1
II	Explanation of Terms	1
III	Specifications	2
IV	Establishing Joint Use of Existing Poles	2
V	Establishing Joint Use of New Poles	2
VI	Right of Way for Licensee's Attachments	3
VII	Maintenance of Poles and Attachments	3
VIII	Division of Costs	4
IX	Procedure When Character of Circuits is Changed	5
X	Abandonment of Jointly Used Poles	5
XI	Rentals	5
XII	Periodical Adjustment of Rentals	6
XIII	Defaults	6
XIV	Existing Rights of Other Parties	6
XV	Assignment of Rights	7
XVI	Waiver of Terms or Conditions	7
XVII	Payment of Taxes	7
XVIII	Bills and Payment for Work	7
XIX	Service of Notices	8
XX	Term of Agreement	8
XXI	Existing Contracts	8
XXII	Approval of Administrator	8
Appendix A		9
Appendix B		11

REDACTED

REA Form DS-210
(8-47)

GENERAL AGREEMENT FOR JOINT USE OF WOOD POLES

PREAMBLE

Grayson Rural Electric Co-op. Corp., a corporation organized under the laws of the State of Kentucky, (hereinafter called the "Cooperative"), and Foothills Rural Telephone Coop. Corp., Inc., a corporation organized under the laws of the State of Kentucky, (hereinafter called the "Telephone Company"), desiring to cooperate in the joint use of their respective poles, erected or to be erected within the areas in which both parties render service in the State(s) of Kentucky, whenever and wherever such use shall, in the estimation of both parties, be compatible with their respective needs, do hereby, in consideration of the premises and the mutual covenants herein contained, covenant and agree for themselves and their respective successors and assigns as follows:

ARTICLE I

SCOPE OF AGREEMENT

(a) This Agreement shall be in effect in the areas in which both of the parties render service in the State(s) of Kentucky, and shall cover all wood poles of the parties now existing or hereafter erected in the above territory when said poles are brought under this Agreement in accordance with the procedure hereinafter provided.

(b) Each party reserves the right to exclude any of its facilities from joint use.

ARTICLE II

EXPLANATION OF TERMS

For the purpose of this Agreement, the following terms shall have the following meanings:

1. A JOINT POLE is a pole jointly used by both parties.

2. A NORMAL JOINT POLE is a pole which is just tall enough to provide normal spaces, as normal space is hereinafter defined, for the respective parties and just strong enough to meet the requirements of the specifications mentioned in Article III for the attachments ordinarily placed by the parties in their respective normal spaces. Such pole for the purpose of this Agreement shall be a [redacted] foot class [redacted] wood pole as classified by the pole classification tables of the American Standards Association.

3. SPACE is the linear portion of a joint pole parallel to its axis reserved for the exclusive use of one of the parties (subject only to the exceptions provided for by the specifications mentioned in Article III which in certain instances permit the making of certain attachments by one party in the space reserved for the other party).

4. NORMAL SPACE is the following described space:

a. For the Cooperative the uppermost [redacted], measured from top of pole.

b. For the Telephone Company a space of [redacted], at a sufficient distance below the space of the Cooperative to provide at all times the minimum clearance required by the specifications mentioned in Article III and at a sufficient height above ground to provide the proper vertical clearance above ground or track rails for the lowest horizontally run line wires or cables attached in such space.

The foregoing definition of "a normal joint pole" is not intended to preclude the use of joint poles shorter or of less strength than the normal joint pole in locations where such poles will meet the requirements of the parties hereto.

REDACTED

The above assignment of space is not intended to preclude the use of vertical runs or the mounting of such equipment as terminals or meters on the lower portions of the pole when mutually agreeable.

ARTICLE III

SPECIFICATIONS

Except as otherwise provided in Section (e) of Article VII, referring to construction temporarily exempt from the application of the specifications mentioned herein, the joint use of the poles covered by this Agreement shall at all times be in conformity with accepted modern methods such as those suggested in Edison Electric Institute Publication No. M12 and shall at all times conform to the requirements of the National Electrical Safety Code, Fifth Edition, and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.

Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the National Electrical Safety Code, shall, when accepted in writing by both parties hereto through their agents authorized to approve such changes, likewise govern the joint use of poles.

ARTICLE IV

ESTABLISHING JOINT USE OF EXISTING POLES

(a) Whenever either party desires to reserve space for its attachments on any pole owned by the other party, either as initial space or additional space on such pole, it shall make written application therefor, specifying the location of the poles in question, the amount of space desired on each pole, and the number and character of the circuits to be placed thereon. If, in the judgment of the owner, the poles are necessary for its own sole use, or joint use under the circumstances is undesirable, the owner shall have the right to reject the application. In any event, within [redacted] after the receipt of such application the owner shall notify the applicant in writing whether the application is approved or rejected. Upon receipt of notice from the owner that the application has been approved, and after the completion of any transferring or rearranging which is required to permit the attaching of the applicant's circuits on such poles, including any necessary pole replacements, the applicant shall have the right as licensee hereunder to use such space in accordance with the terms of the application and of this Agreement.

(b) Whenever any jointly used pole or any pole about to be so used under the provision of this Agreement is insufficient in height or strength for the existing attachments and for the proposed additional attachments thereon, the owner shall promptly replace such pole with a new pole of the necessary height and strength and shall make such other changes in the existing pole line in which such pole is included as the conditions may then require.

(c) Each party shall place, transfer and rearrange its own attachments, place guys to sustain any unbalanced loads caused by its attachments, and perform any tree trimming or cutting incidental thereto. Each party shall at all times execute such work promptly and in such manner as not to interfere with the service of the other party.

(d) The cost of establishing the joint use of existing poles, including the making of any necessary pole replacements, shall be borne by the parties hereto in the manner provided in Article VIII—Division of Costs.

ARTICLE V

ESTABLISHING JOINT USE OF NEW POLES

(a) Whenever either party hereto requires new pole facilities for an additional pole line, an extension of an existing pole line, or in connection with the reconstruction of an existing pole line, it shall promptly notify the other party to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency), stating the proposed location and character of the new poles and the character of circuits it intends to use thereon and indicating whether or not such pole facilities will be, in the estimation of the party proposing to construct the new pole facilities, susceptible of joint use. Within [redacted] after the receipt of such notice, the other party shall reply in writing, stating whether it does, or does not, desire space on the said poles and, if it does desire space thereon, the character of the circuits it desires to

REDACTED

use and the amount of space it wishes to reserve. If such other party requests space on the proposed new poles and if the character and number of its circuits and attachments are such that the party proposing to construct the new pole facilities does not consider joint use undesirable, then it shall erect poles suitable for such joint use, subject, however, to the provisions of Section (b) of this Article. The applicant for space on the poles shall be promptly notified in writing of the action taken on the application.

(b) In any case where the parties hereto shall conclude arrangements for the joint use of any new poles to be erected, and the party proposing to construct the new pole facilities already owns more than its proportionate share of joint poles, the parties shall take into consideration the desirability of having the new pole facilities owned by the party owning less than its proportionate share of joint poles so as to work towards such a division of ownership of the joint poles that neither party shall be obligated to pay to the other any rentals because of their respective use of joint poles owned by the other.

(c) Each party shall place its own attachments on the new joint poles and place guys to sustain any unbalanced loads caused by its attachments. The owner shall, however, provide the initial clearing of the right-of-way, and tree trimming, which shall at least meet the requirements of the other party. Each party shall execute its work promptly and in such manner as not to interfere with the service of the other party.

(d) The cost of establishing the joint use of new poles including costs incurred in the retirement of existing poles shall be borne by the parties hereto in the manner provided in Article VIII—Division of Costs.

ARTICLE VI

RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

While the owner and licensee will cooperate as far as may be practicable in obtaining rights-of-way for both parties on joint poles, the owner does not warrant or assure to the licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and if the licensee shall at any time be prevented from placing or maintaining its attachments on the owner's poles, no liability on account thereof shall attach to the owner of the poles.

ARTICLE VII

MAINTENANCE OF POLES AND ATTACHMENTS

(a) The owner shall maintain its joint poles in a safe and serviceable condition and in accordance with the specifications mentioned in Article III and shall replace, reinforce or repair such of these poles as become defective.

(b) When replacing a jointly used pole carrying terminals of aerial cable, underground connection, or transformer equipment, the new pole shall be set in the same hole which the replaced pole occupied unless special conditions make it necessary or mutually desirable to set it in a different location.

(c) Whenever it is necessary to replace or relocate a jointly used pole, the owner shall, before making such replacement or relocation, give notice thereof in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the licensee, specifying in such notice the time of such proposed replacement or relocation and the licensee shall at the time so specified transfer its attachments to the new or relocated joint pole.

(d) Except as otherwise provided in Section (e) of this Article, each party shall at all times maintain all of its attachments, and perform any necessary tree trimming or cutting incidental thereto, in accordance with the specifications mentioned in Article III and shall keep them in safe condition and in thorough repair. Nothing in the foregoing shall preclude the parties hereto from making any mutually agreeable arrangement for jointly contracting for or otherwise providing for maintenance trimming.

(e) Any existing joint use construction of the parties hereto which does not conform to the specifications mentioned in Article III shall be brought into conformity therewith as soon as practicable.

When such existing construction shall have been brought into conformity with said specification, it shall at all times thereafter be maintained as provided in Sections (a) and (d) of this Article.

(f) The cost of maintaining poles and attachments and of bringing existing joint use construction into conformity with said specifications shall be borne by the parties hereto in the manner provided in Article VIII—Division of Costs.

REDACTED

ARTICLE VIII

DIVISION OF COSTS

(a) The cost of erecting new joint poles coming under this Agreement, to construct new pole lines, to make extensions to existing pole lines, or to replace existing poles, shall be borne by the parties as follows:

[redacted]

(b) Any payments for poles made by the licensee under any foregoing provisions of this Article shall not entitle the licensee to the ownership of any part of said poles for which it has contributed in whole or in part.

(c) Where an existing jointly used pole or a non-joint pole is prematurely replaced by a new one solely for the benefit of the licensee, the cost of the new pole shall be divided as specified in Section (a) of this Article and the licensee shall also pay its [redacted]. The replaced pole shall be removed and retained by its owner.

(d) Each party shall place, maintain, rearrange, transfer and remove its own attachments at its own expense except as otherwise expressly provided.

(e) The expense of maintaining joint poles shall be borne by the owner thereof except that the cost of replacing poles shall be borne by the parties hereto in the manner provided in Sections (a) and (c) of this Article.

(f) Where service drops of one party crossing over or under lines of the other party are attached to the other party's poles, either directly or by means of a pole top extension fixture, the cost shall be borne as follows:

[redacted]

REDACTED

ARTICLE IX

PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

When either party desires to change the character of its circuits on jointly used poles, such party shall give [redacted] notice to the other party of such contemplated change and in the event that the party agrees in writing to joint use with such changed circuits, then the joint use of such poles shall be continued with such changes in construction as may be required to meet the terms of the specifications mentioned in Article III for the character of circuits involved and such other changes as may be agreed upon. The parties shall cooperate to determine the equitable apportionment of the net expense of such changes. In the event, however, that the other party fails within [redacted] from receipt of such notice to agree in writing to such change in character of circuits, then both parties shall cooperate in accordance with the following plan:

1. The parties hereto shall determine the most practical and economical method of effectively providing for separate lines, either overhead or underground, and the party whose circuits are to be moved shall promptly carry out the necessary work.

2. [redacted]

Unless otherwise agreed by the parties, ownership of any new line or underground facilities constructed under the foregoing provisions in a new location shall vest in the party for whose use it is constructed.

ARTICLE X

ABANDONMENT OF JOINTLY USED POLES

(a) If the owner desires at any time to abandon any jointly used pole, it shall give the licensee notice in writing to that effect at least [redacted] prior to the date on which it intends to abandon such pole. If at the expiration of said period the owner shall have no attachments on such pole but the licensee shall not have removed all of the attachments therefrom, such pole shall thereupon become the property of the licensee, and the licensee shall save harmless the former owner of such pole from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring, because of, or arising out of, the presence or condition of such pole or of any attachments thereon; and shall pay [redacted] The former owner shall further evidence transfer of title to the pole by means of a bill of sale. [redacted]

(b) The licensee may at any time abandon the use of a joint pole by giving due notice thereof in writing to the owner and by removing therefrom any and all attachments it may have thereon. The licensee shall in such case pay to the owner the full rental for said pole for the then current year.

ARTICLE XI

RENTALS

[redacted]

REDACTED

[redacted]

ARTICLE XII

PERIODICAL ADJUSTMENT OF RENTALS

[redacted]

ARTICLE XIII

DEFAULTS

(a) If either party shall default in any of its obligations under this Agreement and such default continues [redacted] after due notice thereof in writing by the other party, the party not in default may suspend the rights of the party in default in so far as concerns the granting of future joint use and if such default shall continue for a period of [redacted] after such suspension, the party not in default may forthwith terminate this Agreement as far as concerns the future granting of joint use.

(b) If either party shall make default in the performance of any work it is obligated to do under this Agreement at its sole expense, the other party may elect to do such work, and the party in default shall reimburse the other party for the cost thereof. Failure on the part of the defaultin party to make such payment within [redacted] upon presentation of bills therefor shall, at the election of the other party, constitute a default under Section (a) of this Article.

ARTICLE XIV

EXISTING RIGHTS OF OTHER PARTIES

(a) If either of the parties hereto has, prior to the execution of this Agreement, conferred upon others, not parties to this Agreement, by contract or otherwise, rights or privileges to use any poles covered by this Agreement, nothing herein contained shall be construed as affecting such rights or privileges, and either party hereto shall have the right, by contract or otherwise, to continue and extend such existing rights or privileges, it being expressly understood, however, that for the purpose of this Agreement, the attachments of any such outside party, except those of a municipality or other public authority, shall be treated as attachments belonging to the grantor, and the rights, obligations, and liabilities hereunder of the grantor in respect to such attachments shall be the same as if it were the actual owner thereof.

REDACTED

(b) Where municipal regulations require either party to allow the use of its poles for fire alarm, police, or other like signal systems, such use shall be permitted under the terms of this Article, provided attachments of such parties are placed and maintained in accordance with the specifications mentioned in Article III.

ARTICLE XV

ASSIGNMENT OF RIGHTS

Except as otherwise provided in this Agreement, neither party hereto shall assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the jointly used poles, or the attachments or rights of way covered by this Agreement, to any firm, corporation or individual, without the written consent of the other party, except to the United States of America or any agency thereof; provided, however, that nothing herein contained shall prevent or limit the right of either party to mortgage any or all of its property, rights, privileges, and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage; or in case of such lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser on foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided, further, that subject to all of the terms and conditions of this Agreement, either party may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased and controlled by it, or associated or affiliated with it in interest, or connecting with it, the use of all or any part of the space reserved hereunder on any pole covered by this Agreement for the attachments used by such party in the conduct of its said business; and for the purpose of this Agreement, all such attachments maintained on any such pole by the permission as aforesaid of either party hereto shall be considered as the attachments of the party granting such permission, and the rights, obligations and liabilities of such party under this Agreement, with respect to such attachments, shall be the same as if it were the actual owner thereof.

ARTICLE XVI

WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE XVII

PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property upon said jointly used poles, and the taxes and the assessments which are levied on said joint poles shall be paid by the owner thereof, but any tax, fee, or charge levied on owner's poles solely because of their use by the licensee shall be paid by the licensee.

ARTICLE XVIII

BILLS AND PAYMENT FOR WORK

Upon the completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other party, the party performing the work shall present to the other party within [redacted] after the completion of such work an itemized statement of the costs and such other party shall within..... [redacted] after such statement is presented pay to the party doing the work such other party's proportion of the cost of said work.

REDACTED

ARTICLE XIX

SERVICE OF NOTICES

Whenever in this Agreement notice is provided to be given by either party hereto to the other, such notice shall be in writing and given by letter mailed, or by personal delivery, to the Cooperative at its office at Grayson, Ky., or to the Telephone Company at its office at Paintsville, Ky., as the case may be, or to such other address as either party may from time to time designate in writing for that purpose.

ARTICLE XX

TERM OF AGREEMENT

Subject to the provisions of Article XIII, Defaults, herein, this Agreement shall remain in effect until terminated at the end of [redacted] from the date hereof or thereafter upon the giving of written notice to the other party not less than [redacted] prior to the date of termination.

ARTICLE XXI

EXISTING CONTRACTS

All existing agreements between the parties hereto for the joint use of poles are by mutual consent hereby abrogated and superseded by this Agreement.

Nothing in the foregoing shall preclude the parties to this Agreement from preparing such supplemental operating routines or working practices as they mutually agree to be necessary or desirable to effectively administer the provisions of this Agreement.

ARTICLE XXII

APPROVAL OF ADMINISTRATOR

This Agreement, and any amendment thereof, shall be effective subject to the condition that, during any period in which the Cooperative is a borrower from the Rural Electrification Administration, the Agreement and any amendment thereof shall have the approval in writing of the Administrator of the Rural Electrification Administration.

In witness whereof, the parties hereto, have caused these presents to be executed in triplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, on the 7 day of October, 1953

Grayson Rural Electric Co-op. Corp.

(Seal)

By W. S. Burtsey

Attest:

J. E. Pegram

Foothills Rural Telephone Co-op.

(Seal)

By Milton Kitchen

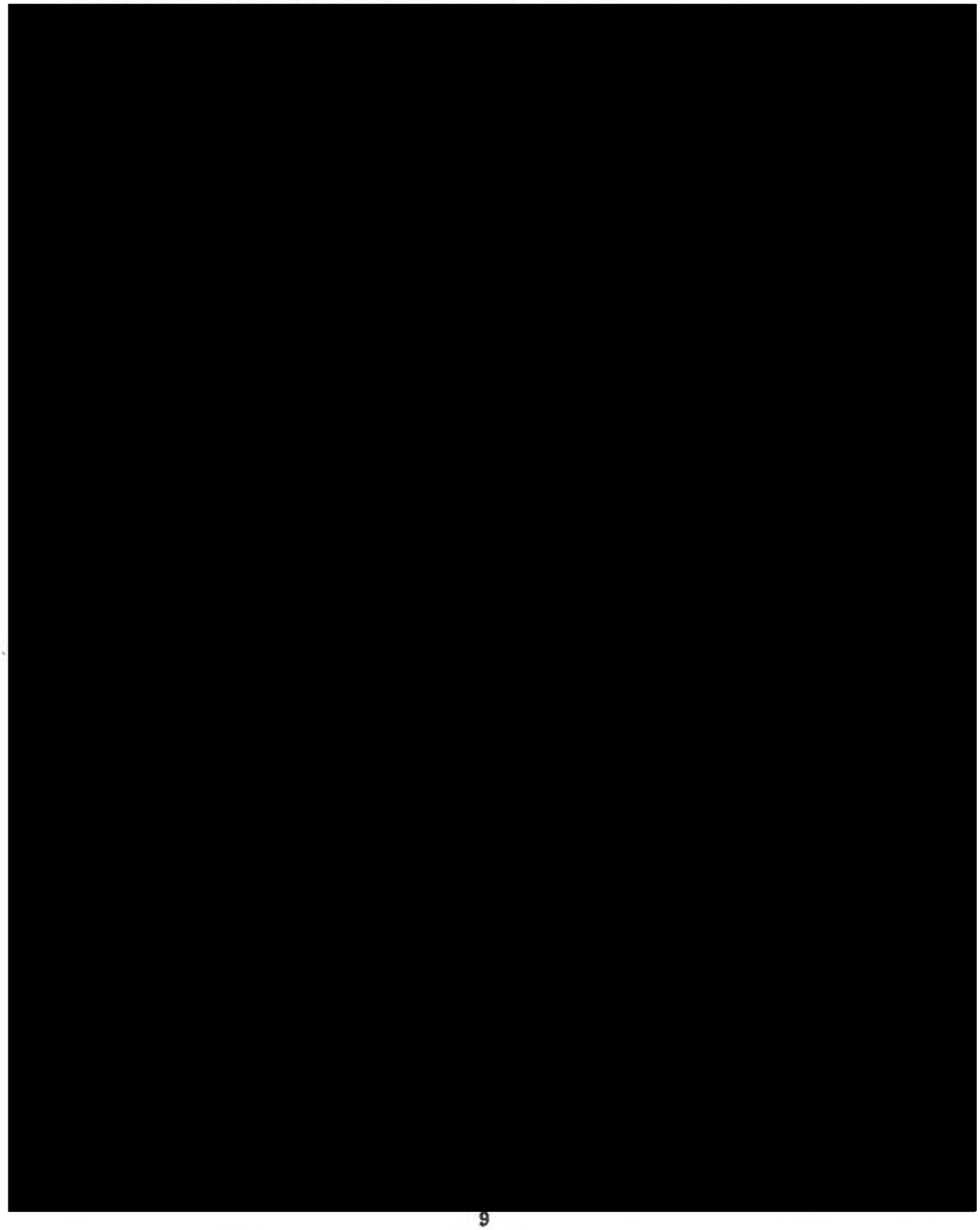
Attest:

James E. Jayne

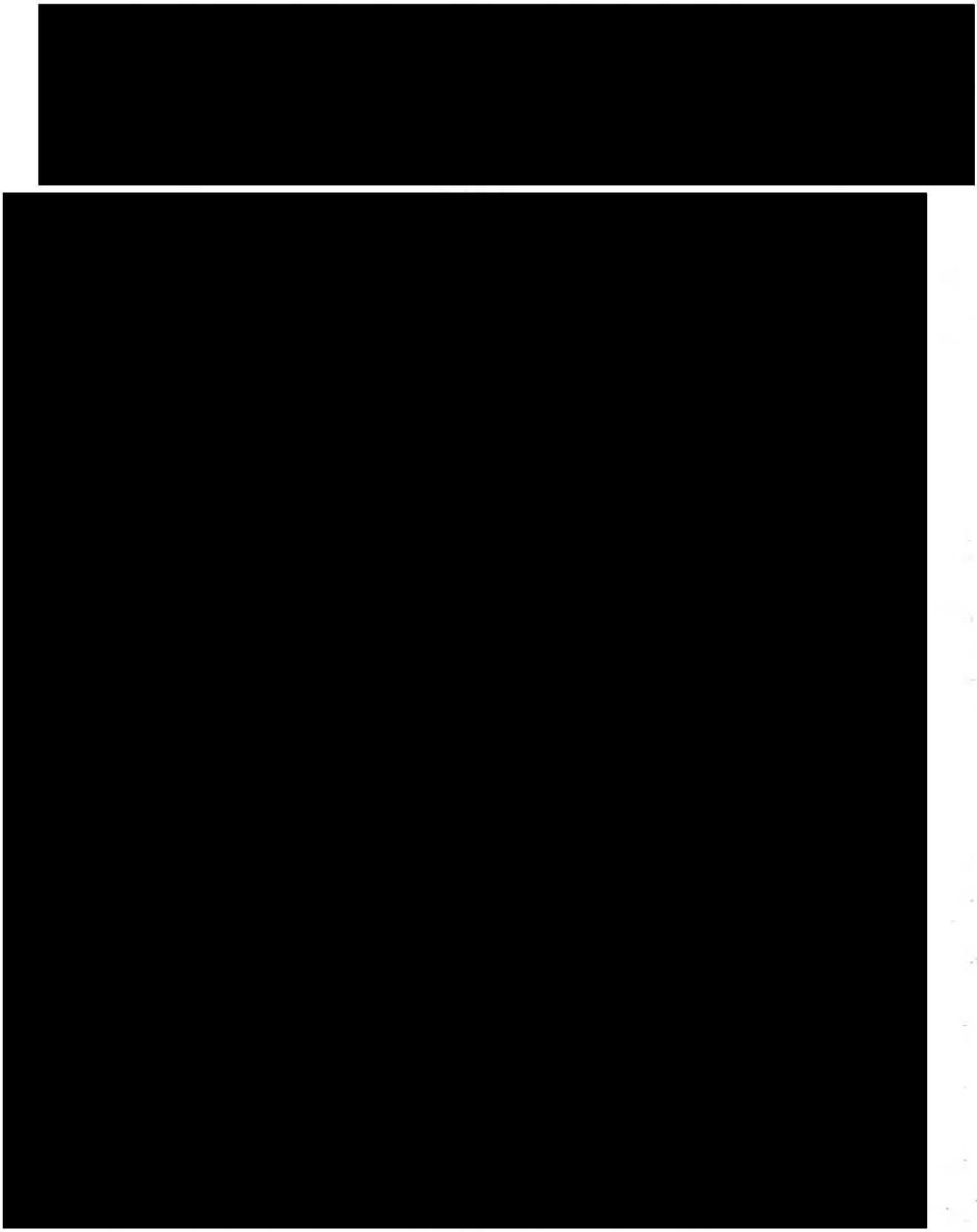
REDACTED

APPENDIX A

This Appendix contains tables of pole values to be used in dividing costs as provided under Article VIII. It also outlines the steps for adjusting such values to determine any payments that the licensee must make to the owner to defray costs of premature replacement of poles to accommodate the licensee.



REDACTED



REDACTED

APPENDIX B

This Appendix describes the basic principles and guides which have been used under this Agreement in setting the rents specified in Article XI and which are to be used in making periodical adjustments of rentals as provided for in Article XII.

Under these principles the rentals are intended, in so far as it is practicable, to result in a sharing of the economies realized by the joint use of pole plant in proportion to the relative costs of separate pole line construction.

The procedures outlined herein take into account the following objectives:

[redacted]

The rentals are [redacted]

[redacted]

REDACTED

RENTAL PAYMENTS

[redacted]

RENTAL PAYMENTS

[redacted]

REDACTED

REA Form DS-210B

Amendment to
REA Form DS-210

JOINT USE OF FACILITIES

RURAL ELECTRIC POWER SYSTEMS

TELEPHONE SYSTEMS

AMENDMENT TO FORM OF GENERAL AGREEMENT FOR JOINT USE OF POLES

The Cooperative and the Telephone Company agree that the following amendments shall be a part of the Agreement between the parties dated October 7, 1953:

1. Add a new subsection, lettered "(c)," to Article I, reading as follows:

"(c) It is the intention of the parties that adequate telephone service shall be made available to the widest practicable number of rural users in the above territory. Exhibits 1 and 2, attached hereto and made part hereof, state the present programs of the Telephone Company and of the Cooperative, respectively, for extending telephone and electric service in the above territory during the [redacted] of this agreement, and show the general location and number of persons to be served and the estimated dates when they will be served. If required to carry out the foregoing intention of the parties, additional [redacted] programs for extending telephone and electric service in the above territory shall be furnished by each party to the other at least [redacted] prior to the expiration of the programs then in effect under the provisions of this section, and shall be identified as supplements to Exhibits 1 and 2."

2. Add a new subsection, lettered "(c)," to Article XIII, reading as follows:

[redacted]

Executed on the 7 day of October 1953.

Grayson Rural Electric Co-op. Corp.

(Seal)

By Lee S. Gentry

ATTEST:

J. E. Delph

Foothills Rural Telephone Co-op. Corp.

(Seal)

By William Whitaker

ATTEST:

James E. Jayne

REDACTED

REA Form DS-210C

Amendment to
REA Form DS-210

JOINT USE OF FACILITIES

RURAL ELECTRIC POWER SYSTEMS

TELEPHONE SYSTEMS

AMENDMENT TO FORM OF GENERAL AGREEMENT FOR JOINT USE OF WOOD POLES

The Cooperative and the Telephone Company agree that the following amendments shall be a part of the Agreement between the parties dated October 7, 1953:

1. Amend Article IV to read as follows:

ARTICLE IV

ESTABLISHING JOINT USE OF EXISTING POLES

(a) Before the Telephone Company shall make use of the poles of the Cooperative under this Agreement, it shall request permission therefor in writing on the form attached hereto and identified as Appendix C, and shall comply with the procedure set forth in said Appendix C. During any period in which the Cooperative is a borrower from the Rural Electrification Administration, the Cooperative shall, before granting its permission for such use, submit the Telephone Company's request, and any revisions thereof, to the Administrator of the Rural Electrification Administration for written approval, together with the Cooperative's recommendation. The right of the Telephone Company as licensee to use such poles in accordance with the terms of its request and of this Agreement shall be conditioned upon such approval by the Administrator of the Rural Electrification Administration.

(b) Whenever either party desires to reserve space for its attachments on any pole owned by the other party, either as initial space or additional space on such pole, it shall make written application therefor, specifying the location of the poles in question, the amount of space desired on each pole, and the number and character of the circuits to be placed thereon. If, in the judgment of the owner, the poles are necessary for its own sole use, or joint use under the circumstances is undesirable, the owner shall have the right to reject the application. In any event, within a reasonable period after the receipt of such application the owner shall notify the applicant in writing whether the application is approved or rejected. Rights of the Telephone Company as licensee hereunder shall be conditioned upon compliance by the parties with the provisions of Section (a) of this Article. Upon receipt of notice from the owner that the application has been approved, and after the completion of any transferring or rearranging which is required to permit the attaching of the applicant's circuits on such poles, including any necessary pole replacements, the applicant shall have the right as licensee hereunder to use such space in accordance with the terms of the application and of this Agreement.

(c) Whenever any jointly used pole or any pole about to be so used under the provisions of this Agreement is insufficient in height or strength for

REDACTED

the existing attachments and for the proposed additional attachments thereon, the owner shall promptly replace such pole with a new pole of the necessary height and strength and shall make such other changes in the existing pole line in which such pole is included as the conditions may then require.

(d) Each party shall place, transfer and rearrange its own attachments, place guys to sustain any unbalanced loads caused by its attachments, and perform any tree trimming or cutting incidental thereto. Each party shall at all times execute such work promptly and in such manner as not to interfere with the service of the other party.

(e) The cost of establishing the joint use of existing poles, including the making of any necessary pole replacements, shall be borne by the parties hereto in the manner provided in Article VIII--Division of Costs.

2. Amend Article V to read as follows:

ARTICLE V

ESTABLISHING JOINT USE OF NEW POLES

(a) Whenever either party hereto requires new pole facilities for an additional pole line, an extension of an existing pole line, or in connection with the reconstruction of an existing pole line, it shall promptly notify the other party to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency), stating the proposed location and character of the new poles and the character of circuits it intends to use thereon and indicating whether or not such pole facilities will be, in the estimation of the party proposing to construct the new pole facilities, susceptible of joint use. Within a reasonable period after the receipt of such notice, the other party shall reply in writing, stating whether it does, or does not, desire space on the said poles and, if it does desire space thereon, the character of the circuits it desires to use and the amount of space it wishes to reserve. If such other party requests space on the proposed new poles and if the character and number of its circuits and attachments are such that the party proposing to construct the new pole facilities does not consider joint use undesirable, then it shall erect poles suitable for such joint use, subject, however, to the provisions of Section (b) of this Article, and subject further to the condition that requests by the Telephone Company for space on proposed new poles of the Cooperative under this Agreement shall be made in writing on the form attached hereto and identified as Appendix C, and shall comply with the procedure set forth in said Appendix C. During any period in which the Cooperative is a borrower from the Rural Electrification Administration, the Cooperative shall, before granting its permission for such use, submit the Telephone Company's request, and any revisions thereof, to the Administrator of the Rural Electrification Administration for written approval, together with the Cooperative's recommendation. The right of the Telephone Company as licensee to use such poles in accordance with the terms of its request and of this Agreement shall be conditioned upon such approval by the Administrator of the Rural Electrification Administration. The applicant for space on the poles shall be promptly notified in writing of the action taken on the application.

(b) In any case where the parties hereto shall conclude arrangements for the joint use of any new poles to be erected, and the party proposing to

REDACTED

construct the new pole facilities already owns more than its proportionate share of joint poles, the parties shall take into consideration the desirability of having the new pole facilities owned by the party owning less than its proportionate share of joint poles so as to work towards such a division of ownership of the joint poles that neither party shall be obligated to pay to the other any rentals because of their respective use of joint poles owned by the other.

(c) Each party shall place its own attachments on the new joint poles and place guys to sustain any unbalanced loads caused by its attachments. The owner shall, however, provide the initial clearing of the right-of-way, and tree trimming, which shall at least meet the requirements of the other party. Each party shall execute its work promptly and in such manner as not to interfere with the service of the other party.

(d) The cost of establishing the joint use of new poles including costs incurred in the retirement of existing poles shall be borne by the parties hereto in the manner provided in Article VIII--Division of Costs.

Executed on the 7 day of October, 19 53.

Grayson Rural Electric Co-op. Corp.

(Seal)

By Lee S. Kinsey

ATTEST:

J. E. Dalton

Foothills Rural Telephone Co-op. Corp.

(Seal)

By [signature]

ATTEST:

James E. Jayne

REDACTED

REA Form DS-210D

APPENDIX C

Foothills Rural Telephone Co-op. Corp. (Name of Telephone Company) Paintsville, Ky. (Location)

Request No. _____

_____ (Date)

To Grayson Rural Electric Co-op. Corp. (Name of Cooperative) Grayson, Ky. (Location)

This is to request your permission for this Company to use jointly certain of your poles under the terms and conditions of the General Agreement for Joint Use of Wood Poles which has been executed by your Cooperative and this Company.

The poles for which this permission is requested are located generally within the limits of the extension-of-service project in the territory indicated by the attached map, which also bears the above date and Request Number.

If permission to use these poles is given by you, this Company intends to canvass fully the territory generally within the project limits and if construction of the project by use of your poles for our attachments is begun, will furnish telephone service to all establishments therein desiring service, subject to its tariff rates and regulations. Our present plan is to start the work involved in this project about _____ (Month-Year) and complete the work about _____ (Month-Year).

If permission to use these poles is given by you, this Company proposes to prepare and furnish to you detailed construction plans and drawings to indicate specifically your poles that we wish to use jointly, in accordance with the procedure provided in Article IV or V of the Agreement, as the case may be, together with a map showing the final project limits as determined after engineering is complete. If the final project limits vary substantially from the project limits shown on the map attached hereto, it is understood that this Company will request your further permission to use poles within the territory indicated on the final map.

If the joint use proposed is agreeable to your Cooperative please signify your approval on the second copy of this request in the space provided and return that copy to this Company.

_____
(Name and Title of Telephone Company Employee making this request)

REDACTED

To Foothills Rural Telephone Co-op. Corp. (Name of Telephone Company) Paintsville, Ky. (Location)

This is to advise you that your Request No. _____, to use jointly certain poles of this Cooperative to furnish telephone service to rural users, as stated therein, is agreeable to this Cooperative and has been approved by the Administrator of the Rural Electrification Administration as indicated below. You may proceed with such joint use of poles on the terms and conditions of the General Agreement for Joint Use of Wood Poles now in effect between us, and under the conditions outlined in your request.

Grayson Rural Electric Co-op. Corp. (Name of Cooperative) _____ (Date)

W. S. Barkley

(Name and Title of Cooperative Representative)

- -

REA PROJECT _____

On the basis of the information submitted by the Telephone Company and the Cooperative, the granting of the above request by the Cooperative is hereby approved.

_____

For Claude R. Wickard, Administrator
Rural Electrification Administration

DATED _____

REDACTED

REA Form DS-210E

Amendment to
REA Form DS-210

JOINT USE OF FACILITIES

RURAL ELECTRIC POWER SYSTEMS

TELEPHONE SYSTEMS

AMENDMENT TO ARTICLE III OF GENERAL AGREEMENT FOR JOINT USE OF

WOOD POLES

The Cooperative and the Telephone Company agree that the following amendment shall be a part of the Agreement between the parties dated B. T. 2, 195_:

Insert the following paragraph between the first and second paragraphs of Article III:

"In establishing joint use of wood poles whether installed new for joint use or installed initially for electric circuits alone, the total transverse and vertical loads for all conductors attached to a pole covered by this agreement shall not, under the assumed storm loadings of the National Electrical Safety Code for the area in which the pole is located, exceed fifty (50) percent of the ultimate fiber stress of the supporting pole. In the case of exis ting pole lines, the strength of the pole shall be assumed to be the same as when new."

Executed on the 7 day of October 1953.

Grayson Rural Electric Co-op. Corp.

(Seal)

By Lee S. Bentley

ATTEST:

L E Gilfrey

Foothills Rural Telephone Co-op. Corp.

(Seal)

By Hamilton Kitchen

ATTEST:

James E. Jayne

REDACTED

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL ELECTRIFICATION ADMINISTRATION
WASHINGTON 25, D C

Mr. Woodrow W. Barber, Manager
Mountain Rural Telephone Cooperative
West Liberty, Kentucky

APR 1 1954

Mr. Hobart C. Adams, Manager
Grayson Rural Electric Cooperative Corporation
Grayson, Kentucky

Gentlemen:

Subject: Joint Use Agreement Between

KENTUCKY 506-AB
and
KENTUCKY 61 CARTER

We return to you herewith one copy of the above joint use agreement which has been approved. While this agreement sets forth the basis for practicing joint use of facilities by both parties thereto, the procedures prescribed in Articles IV and V should be followed in arranging for the joint use of specific poles.

The execution of this agreement permits the inauguration of a joint use program which will, in addition to affording suitable protection of the security for the government loans, make a substantial contribution to achieving the objective of bringing area coverage electric and telephone service at the lowest possible cost to persons in your common service areas.

Engineering and construction of facilities utilizing the facilities of one party to this agreement by the other requires full coordination of the activities of both parties. Engineering determinations acceptable to both parties must be made as to the lines on which joint use will be practiced and as to pole change-outs, pole additions, and rearrangement of facilities needed to accommodate joint use. Such alterations of existing facilities as are necessary should be scheduled promptly so that joint use construction may proceed without costly delay. The cooperation of both parties will assure an orderly program permitting maximum realization of the benefits of joint use consistent with sound engineering standards. When the facilities of both parties are in service, continued

REDACTED

close cooperation in solving mutual problems will be essential to assure adequate and reliable service both to electric consumers and telephone subscribers.

As problems arise in carrying on joint use under this agreement, the service of REA field personnel will be made available if required.

Sincerely yours,

Fred H. Sturm

Actg. Administrator

Enclosure

REDACTED

U. S. DEPARTMENT OF AGRICULTURE
RURAL ELECTRIFICATION ADMINISTRATION

KENTUCKY 506-AB

REA PROJECT KENTUCKY 61 CARTER

THE WITHIN GENERAL AGREEMENT FOR JOINT USE OF WOOD POLES dated October 1953 between Mountain Rural Telephone Cooperative Corporation and Grayson Rural Electric Cooperative Corporation.

SUBMITTED BY THE BORROWER PURSUANT TO THE TERMS OF THE LOAN CONTRACT FOR THE ABOVE-DESIGNATED PROJECT, IS HEREBY APPROVED SOLELY FOR THE PURPOSES OF SUCH LOAN CONTRACT.

Fred H. Strong
FOR THE ADMINISTRATOR

DATED 4/15/54

No funds involved

REA FORM 28a
REV. 9-53

REDACTED

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL ELECTRIFICATION ADMINISTRATION
WASHINGTON 25, D.C.

4-1-54

Mr. Woodrow W. Barber, Manager
Mountain Rural Telephone Cooperative
West Liberty, Kentucky

Mr. Hobart C. Adams, Manager
Grayson Rural Electric Cooperative Corporation
Grayson, Kentucky

Gentlemen:

Subject: Joint Use Agreement Between

KENTUCKY 506-AB
and
KENTUCKY 61 CARTER

We return to you herewith one copy of the above joint use agreement which has been approved. While this agreement sets forth the basis for practicing joint use of facilities by both parties thereto, the procedures prescribed in Articles IV and V should be followed in arranging for the joint use of specific poles.

The execution of this agreement permits the inauguration of a joint use program which will, in addition to affording suitable protection of the security for the government loans, make a substantial contribution to achieving the objective of bringing area coverage electric and telephone service at the lowest possible cost to persons in your common service areas.

Engineering and construction of facilities utilizing the facilities of one party to this agreement by the other requires full coordination of the activities of both parties. Engineering determinations acceptable to both parties must be made as to the lines on which joint use will be practiced and as to pole change-outs, pole additions, and rearrangement of facilities needed to accommodate joint use. Such alterations of existing facilities as are necessary should be scheduled promptly so that joint use construction may proceed without costly delay. The cooperation of both parties will assure an orderly program permitting maximum realization of the benefits of joint use consistent with sound engineering standards. When the facilities of both parties are in service, continued

REDACTED

close cooperation in solving mutual problems will be essential to assure adequate and reliable service both to electric consumers and telephone subscribers.

As problems arise in carrying on joint use under this agreement, the service of REA field personnel will be made available if required.

Sincerely yours,

/s/ F. H. Strong

Administrator

Enclosure

REDACTED

REA FORM 263
5-53
FORMERLY
DS-210
8-47

GENERAL AGREEMENT

FOR

JOINT USE OF WOOD POLES

BETWEEN

GRAYSON RURAL ELECTRIC

COOPERATIVE CORPORATION

AND

MOUNTAIN RURAL TELEPHONE

COOPERATIVE CORPORATION

Date October 20, 1953

REDACTED

TABLE OF CONTENTS

Article	Subject	Page
I	Scope of Agreement	1
II	Explanation of Terms	1
III	Specifications	2
IV	Establishing Joint Use of Existing Poles	2
V	Establishing Joint Use of New Poles	2
VI	Right of Way for Licensee's Attachments	3
VII	Maintenance of Poles and Attachments	3
VIII	Division of Costs	4
IX	Procedure When Character of Circuits is Changed	5
X	Abandonment of Jointly Used Poles	5
XI	Rentals	5
XII	Periodical Adjustment of Rentals	6
XIII	Defaults	6
XIV	Existing Rights of Other Parties	6
XV	Assignment of Rights	7
XVI	Waiver of Terms or Conditions	7
XVII	Payment of Taxes	7
XVIII	Bills and Payment for Work	7
XIX	Service of Notices	8
XX	Term of Agreement	8
XXI	Existing Contracts	8
XXII	Approval of Administrator	8
Appendix A		9
Appendix B		11

REDACTED

GENERAL AGREEMENT FOR JOINT USE OF WOOD POLES

PREAMBLE

GRAYSON RURAL ELECTRIC COOPERATIVE CORPORATION, a corporation organized under the laws of the State of KENTUCKY, (hereinafter called the "Cooperative"), and Mountain Rural Telephone Cooperative Corporation, a corporation organized under the laws of the State of Kentucky, (hereinafter called the "Telephone Company"), desiring to cooperate in the joint use of their respective poles, erected or to be erected within the areas in which both parties render service in the State(s) of Kentucky, whenever and wherever such use shall, in the estimation of both parties, be compatible with their respective needs, do hereby, in consideration of the premises and the mutual covenants herein contained, covenant and agree for themselves and their respective successors and assigns as follows:

ARTICLE I

SCOPE OF AGREEMENT

(a) This Agreement shall be in effect in the areas in which both of the parties render service in the State(s) of Kentucky, and shall cover all wood poles of the parties now existing or hereafter erected in the above territory when said poles are brought under this Agreement in accordance with the procedure hereinafter provided.

(b) Each party reserves the right to exclude any of its facilities from joint use.

ARTICLE II

EXPLANATION OF TERMS

For the purpose of this Agreement, the following terms shall have the following meanings:

1. A JOINT POLE is a pole jointly used by both parties.

2. A NORMAL JOINT POLE is a pole which is just tall enough to provide normal spaces, as normal space is hereinafter defined, for the respective parties and just strong enough to meet the requirements of the specifications mentioned in Article III for the attachments ordinarily placed by the parties in their respective normal spaces. Such pole for the purpose of this Agreement shall be a [redacted] foot class [redacted] wood pole as classified by the pole classification tables of the American Standards Association.

3. SPACE is the linear portion of a joint pole parallel to its axis reserved for the exclusive use of one of the parties (subject only to the exceptions provided for by the specifications mentioned in Article III which in certain instances permit the making of certain attachments by one party in the space reserved for the other party).

4. NORMAL SPACE is the following described space:

a. For the Cooperative the uppermost [redacted] feet, measured from top of pole.

b. For the Telephone Company a space of [redacted] feet, at a sufficient distance below the space of the Cooperative to provide at all times the minimum clearance required by the specifications mentioned in Article III and at a sufficient height above ground to provide the proper vertical clearance above ground or track rails for the lowest horizontally run line wires or cables attached in such space.

The foregoing definition of "a normal joint pole" is not intended to preclude the use of joint poles shorter or of less strength than the normal joint pole in locations where such poles will meet the requirements of the parties hereto.

REDACTED

The above assignment of space is not intended to preclude the use of vertical runs or the mounting of such equipment as terminals or meters on the lower portions of the pole when mutually agreeable.

ARTICLE III

SPECIFICATIONS

Except as otherwise provided in Section (e) of Article VII, referring to construction temporarily exempt from the application of the specifications mentioned herein, the joint use of the poles covered by this Agreement shall at all times be in conformity with accepted modern methods such as those suggested in Edison Electric Institute Publication No. M12 and shall at all times conform to the requirements of the National Electrical Safety Code, Fifth Edition, and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.

Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the National Electrical Safety Code, shall, when accepted in writing by both parties hereto through their agents authorized to approve such changes, likewise govern the joint use of poles.

ARTICLE IV

ESTABLISHING JOINT USE OF EXISTING POLES

(a) Whenever either party desires to reserve space for its attachments on any pole owned by the other party, either as initial space or additional space on such pole, it shall make written application therefor, specifying the location of the poles in question, the amount of space desired on each pole, and the number and character of the circuits to be placed thereon. If, in the judgment of the owner, the poles are necessary for its own sole use, or joint use under the circumstances is undesirable, the owner shall have the right to reject the application. In any event, within [redacted] after the receipt of such application the owner shall notify the applicant in writing whether the application is approved or rejected. Upon receipt of notice from the owner that the application has been approved, and after the completion of any transferring or rearranging which is required to permit the attaching of the applicant's circuits on such poles, including any necessary pole replacements, the applicant shall have the right as licensee hereunder to use such space in accordance with the terms of the application and of this Agreement.

(b) Whenever any jointly used pole or any pole about to be so used under the provision of this Agreement is insufficient in height or strength for the existing attachments and for the proposed additional attachments thereon, the owner shall promptly replace such pole with a new pole of the necessary height and strength and shall make such other changes in the existing pole line in which such pole is included as the conditions may then require.

(c) Each party shall place, transfer and rearrange its own attachments, place guys to sustain any unbalanced loads caused by its attachments, and perform any tree trimming or cutting incidental thereto. Each party shall at all times execute such work promptly and in such manner as not to interfere with the service of the other party.

(d) The cost of establishing the joint use of existing poles, including the making of any necessary pole replacements, shall be borne by the parties hereto in the manner provided in Article VIII—Division of Costs.

ARTICLE V

ESTABLISHING JOINT USE OF NEW POLES

(a) Whenever either party hereto requires new pole facilities for an additional pole line, an extension of an existing pole line, or in connection with the reconstruction of an existing pole line, it shall promptly notify the other party to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency), stating the proposed location and character of the new poles and the character of circuits it intends to use thereon and indicating whether or not such pole facilities will be, in the estimation of the party proposing to construct the new pole facilities, susceptible of joint use. Within [redacted] after the receipt of such notice, the other party shall reply in writing, stating whether it does, or does not, desire space on the said poles and, if it does desire space thereon, the character of the circuits it desires to

REDACTED

use and the amount of space it wishes to reserve. If such other party requests space on the proposed new poles and if the character and number of its circuits and attachments are such that the party proposing to construct the new pole facilities does not consider joint use undesirable, then it shall erect poles suitable for such joint use, subject, however, to the provisions of Section (b) of this Article. The applicant for space on the poles shall be promptly notified in writing of the action taken on the application.

(b) In any case where the parties hereto shall conclude arrangements for the joint use of any new poles to be erected, and the party proposing to construct the new pole facilities already owns more than its proportionate share of joint poles, the parties shall take into consideration the desirability of having the new pole facilities owned by the party owning less than its proportionate share of joint poles so as to work towards such a division of ownership of the joint poles that neither party shall be obligated to pay to the other any rentals because of their respective use of joint poles owned by the other.

(c) Each party shall place its own attachments on the new joint poles and place guys to sustain any unbalanced loads caused by its attachments. The owner shall, however, provide the initial clearing of the right-of-way, and tree trimming, which shall at least meet the requirements of the other party. Each party shall execute its work promptly and in such manner as not to interfere with the service of the other party.

(d) The cost of establishing the joint use of new poles including costs incurred in the retirement of existing poles shall be borne by the parties hereto in the manner provided in Article VIII—Division of Costs.

ARTICLE VI

RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

While the owner and licensee will cooperate as far as may be practicable in obtaining rights-of-way for both parties on joint poles, the owner does not warrant or assure to the licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and if the licensee shall at any time be prevented from placing or maintaining its attachments on the owner's poles, no liability on account thereof shall attach to the owner of the poles.

ARTICLE VII

MAINTENANCE OF POLES AND ATTACHMENTS

(a) The owner shall maintain its joint poles in a safe and serviceable condition and in accordance with the specifications mentioned in Article III and shall replace, reinforce or repair such of these poles as become defective.

(b) When replacing a jointly used pole carrying terminals of aerial cable, underground connection, or transformer equipment, the new pole shall be set in the same hole which the replaced pole occupied unless special conditions make it necessary or mutually desirable to set it in a different location.

(c) Whenever it is necessary to replace or relocate a jointly used pole, the owner shall, before making such replacement or relocation, give notice thereof in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the licensee, specifying in such notice the time of such proposed replacement or relocation and the licensee shall at the time so specified transfer its attachments to the new or relocated joint pole.

(d) Except as otherwise provided in Section (e) of this Article, each party shall at all times maintain all of its attachments, and perform any necessary tree trimming or cutting incidental thereto, in accordance with the specifications mentioned in Article III and shall keep them in safe condition and in thorough repair. Nothing in the foregoing shall preclude the parties hereto from making any mutually agreeable arrangement for jointly contracting for or otherwise providing for maintenance trimming.

(e) Any existing joint use construction of the parties hereto which does not conform to the specifications mentioned in Article III shall be brought into conformity therewith as soon as practicable.

When such existing construction shall have been brought into conformity with said specification, it shall at all times thereafter be maintained as provided in Sections (a) and (d) of this Article.

(f) The cost of maintaining poles and attachments and of bringing existing joint use construction into conformity with said specifications shall be borne by the parties hereto in the manner provided in Article VIII—Division of Costs.

REDACTED

ARTICLE VIII

DIVISION OF COSTS

(a) The cost of erecting new joint poles coming under this Agreement, to construct new pole lines, to make extensions to existing pole lines, or to replace existing poles, shall be borne by the parties as follows:

[redacted]

(b) Any payments for poles made by the licensee under any foregoing provisions of this Article shall not entitle the licensee to the ownership of any part of said poles for which it has contributed in whole or in part.

(c) Where an existing jointly used pole or a non-joint pole is prematurely replaced by a new one solely for the benefit of the licensee, the cost of the new pole shall be divided as specified in Section (a) of this Article and the licensee [redacted]

(d) Each party shall place, maintain, rearrange, transfer and remove its own attachments at its own expense except as otherwise expressly provided.

(e) The expense of maintaining joint poles shall be borne by the owner thereof except that the cost of replacing poles shall be borne by the parties hereto in the manner provided in Sections (a) and (c) of this Article.

(f) Where service drops of one party crossing over or under lines of the other party are attached to the other party's poles, either directly or by means of a pole top extension fixture, the cost shall be borne as follows:

[redacted]

(g) When, in order to improve an existing condition considered undesirable by both parties, existing poles of one of the parties are abandoned in favor of combining lines on poles of the other party, [redacted]

(h) Payments made by either party to the other under the provisions of this Article shall be based on the table of values listed in Appendix A.

REDACTED

ARTICLE IX

PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

When either party desires to change the character of its circuits on jointly used poles, such party shall give [redacted] notice to the other party of such contemplated change and in the event that the party agrees in writing to joint use with such changed circuits, then the joint use of such poles shall be continued with such changes in construction as may be required to meet the terms of the specifications mentioned in Article III for the character of circuits involved and such other changes as may be agreed upon. The parties shall cooperate to determine the equitable apportionment of the net expense of such changes. In the event, however, that the other party fails within [redacted] from receipt of such notice to agree in writing to such change in character of circuits, then both parties shall cooperate in accordance with the following plan:

1. The parties hereto shall determine the most practical and economical method of effectively providing for separate lines, either overhead or underground, and the party whose circuits are to be moved shall promptly carry out the necessary work.

2. [redacted]

Unless otherwise agreed by the parties, ownership of any new line or underground facilities constructed under the foregoing provisions in a new location shall vest in the party for whose use it is constructed.

ARTICLE X

ABANDONMENT OF JOINTLY USED POLES

(a) If the owner desires at any time to abandon any jointly used pole, it shall give the licensee notice in writing to that effect at least [redacted] prior to the date on which it intends to abandon such pole. If at the expiration of said period the owner shall have no attachments on such pole but the licensee shall not have removed all of the attachments therefrom, such pole shall thereupon become the property of the licensee, and the licensee shall save harmless the former owner of such pole from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring, because of, or arising out of, the presence or condition of such pole or of any attachments thereon; and shall pay the owner the [redacted] The former owner shall further evidence transfer of title to the pole by means of a bill of sale. [redacted]

(b) The licensee may at any time abandon the use of a joint pole by giving due notice thereof in writing to the owner and by removing therefrom any and all attachments it may have thereon. The licensee shall in such case pay to the owner the full rental for said pole for the then current year.

ARTICLE XI

RENTALS

(a) On or about [redacted] of each year the parties acting in cooperation shall, subject to the provisions of Section (b) of this Article, tabulate the total number of joint poles in use as of the preceding day, and the number of poles on which either party as licensee removed all of its attachments during the twelve preceding months, which tabulation shall indicate the number of poles which each party owns on which rentals are to be paid by the other party.

(b) For the purpose of such tabulation, any pole used by the licensee for the sole purpose of attaching wires or cables thereto, either directly or by means of a pole

REDACTED

top extension fixture, in order to provide clearance between the facilities of the two parties as distinguished from providing support for such wires or cables, shall not be considered as a joint pole.

(c) If there is provision under a separate agreement between the Telephone Company and the Cooperative for facilities associated with power line carrier systems, the rental provisions of the Agreement of which this article forms a part shall apply for poles on which both types of facilities are present, and no other rentals shall apply. The rental provisions of this Agreement shall not apply however, where only those facilities directly associated with the power line carrier systems are involved.

(d) The rentals per pole due from either party as licensee to the other party as owner shall be based on the equitable sharing of the economies of joint use as provided for in Appendix B. Subject to the provisions of Article XII, [redacted] per annum shall be paid by the Cooperative for each jointly used pole owned by the Telephone Company and [redacted] per annum shall be paid by the Telephone Company for each jointly [redacted]

ARTICLE XII

PERIODICAL ADJUSTMENT OF RENTALS

[redacted]

ARTICLE XIII

DEFAULTS

(a) If either party shall default in any of its obligations under this Agreement and such default continues [redacted] days after due notice thereof in writing by the other party, the party not in default may suspend the rights of the party in default in so far as concerns the granting of future joint use and if such default shall continue for a period of [redacted] after such suspension, the party not in default may forthwith terminate this Agreement as far as concerns the future granting of joint use.

(b) If either party shall make default in the performance of any work it is obligated to do under this Agreement at its sole expense, the other party may elect to do such work, and the party in default shall reimburse the other party for the cost thereof. Failure on the part of the defaultin party to make such payment within [redacted] upon presentation of bills therefor shall, at the election of the other party, constitute a default under Section (a) of this Article.

ARTICLE XIV

EXISTING RIGHTS OF OTHER PARTIES

(a) If either of the parties hereto has, prior to the execution of this Agreement, conferred upon others, not parties to this Agreement, by contract or otherwise, rights or privileges to use any poles covered by this Agreement, nothing herein contained shall be construed as affecting such rights or privileges, and either party hereto shall have the right, by contract or otherwise, to continue and extend such existing rights or privileges, it being expressly understood, however, that for the purpose of this Agreement, the attachments of any such outside party, except those of a municipality or other public authority, shall be treated as attachments belonging to the grantor, and the rights, obligations, and liabilities hereunder of the grantor in respect to such attachments shall be the same as if it were the actual owner thereof.

REDACTED

(b) Where municipal regulations require either party to allow the use of its poles for fire alarm, police, or other like signal systems, such use shall be permitted under the terms of this Article, provided attachments of such parties are placed and maintained in accordance with the specifications mentioned in Article III.

ARTICLE XV

ASSIGNMENT OF RIGHTS

Except as otherwise provided in this Agreement, neither party hereto shall assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the jointly used poles, or the attachments or rights of way covered by this Agreement, to any firm, corporation or individual, without the written consent of the other party, except to the United States of America or any agency thereof; provided, however, that nothing herein contained shall prevent or limit the right of either party to mortgage any or all of its property, rights, privileges, and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage; or in case of such lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser on foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided, further, that subject to all of the terms and conditions of this Agreement, either party may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased and controlled by it, or associated or affiliated with it in interest, or connecting with it, the use of all or any part of the space reserved hereunder on any pole covered by this Agreement for the attachments used by such party in the conduct of its said business; and for the purpose of this Agreement, all such attachments maintained on any such pole by the permission as aforesaid of either party hereto shall be considered as the attachments of the party granting such permission, and the rights, obligations and liabilities of such party under this Agreement, with respect to such attachments, shall be the same as if it were the actual owner thereof.

ARTICLE XVI

WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE XVII

PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property upon said jointly used poles, and the taxes and the assessments which are levied on said joint poles shall be paid by the owner thereof, but any tax, fee, or charge levied on owner's poles solely because of their use by the licensee shall be paid by the licensee.

ARTICLE XVIII

BILLS AND PAYMENT FOR WORK

Upon the completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other party, the party performing the work shall present to the other party within [redacted] after the completion of such work an itemized statement of the costs and such other party shall within [redacted] after such statement is presented pay to the party doing the work such other party's proportion of the cost of said work.

REDACTED

ARTICLE XIX

SERVICE OF NOTICES

Whenever in this Agreement notice is provided to be given by either party hereto to the other, such notice shall be in writing and given by letter mailed, or by personal delivery, to the Cooperative at its office at Grayson, Kentucky, or to the Telephone Company at its office at West Liberty, Kentucky, as the case may be, or to such other address as either party may from time to time designate in writing for that purpose.

ARTICLE XX

TERM OF AGREEMENT

Subject to the provisions of Article XIII, Defaults, herein, this Agreement shall remain in effect until terminated at the end of [redacted] from the date hereof or thereafter upon the giving of written notice to the other party not less than [redacted] prior to the date of termination.

ARTICLE XXI

EXISTING CONTRACTS

All existing agreements between the parties hereto for the joint use of poles are by mutual consent hereby abrogated and superseded by this Agreement.

Nothing in the foregoing shall preclude the parties to this Agreement from preparing such supplemental operating routines or working practices as they mutually agree to be necessary or desirable to effectively administer the provisions of this Agreement.

ARTICLE XXII

APPROVAL OF ADMINISTRATOR

This Agreement, and any amendment thereof, shall be effective subject to the condition that, during any period in which the Cooperative is a borrower from the Rural Electrification Administration, the Agreement and any amendment thereof shall have the approval in writing of the Administrator of the Rural Electrification Administration.

In witness whereof, the parties hereto, have caused these presents to be executed in triplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, on the 20 day of October, 19 53

Mt. Rural Telephone Coop. Corp., Inc.

(Seal)

By Wm. A. Heaps

Attest:

Grayson Rural Electric Coop. Corp.

(Seal)

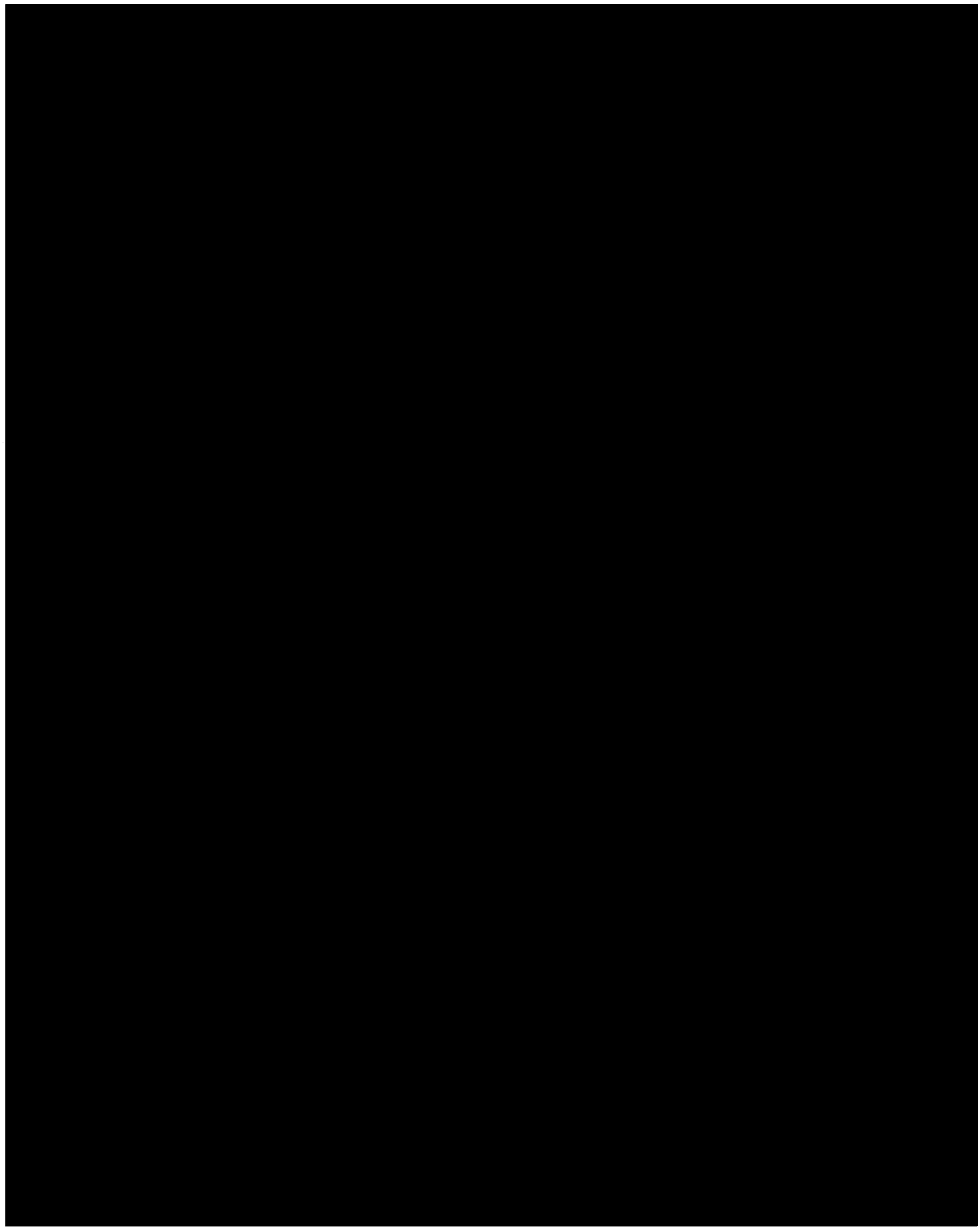
By Lud. Rountree

Attest:

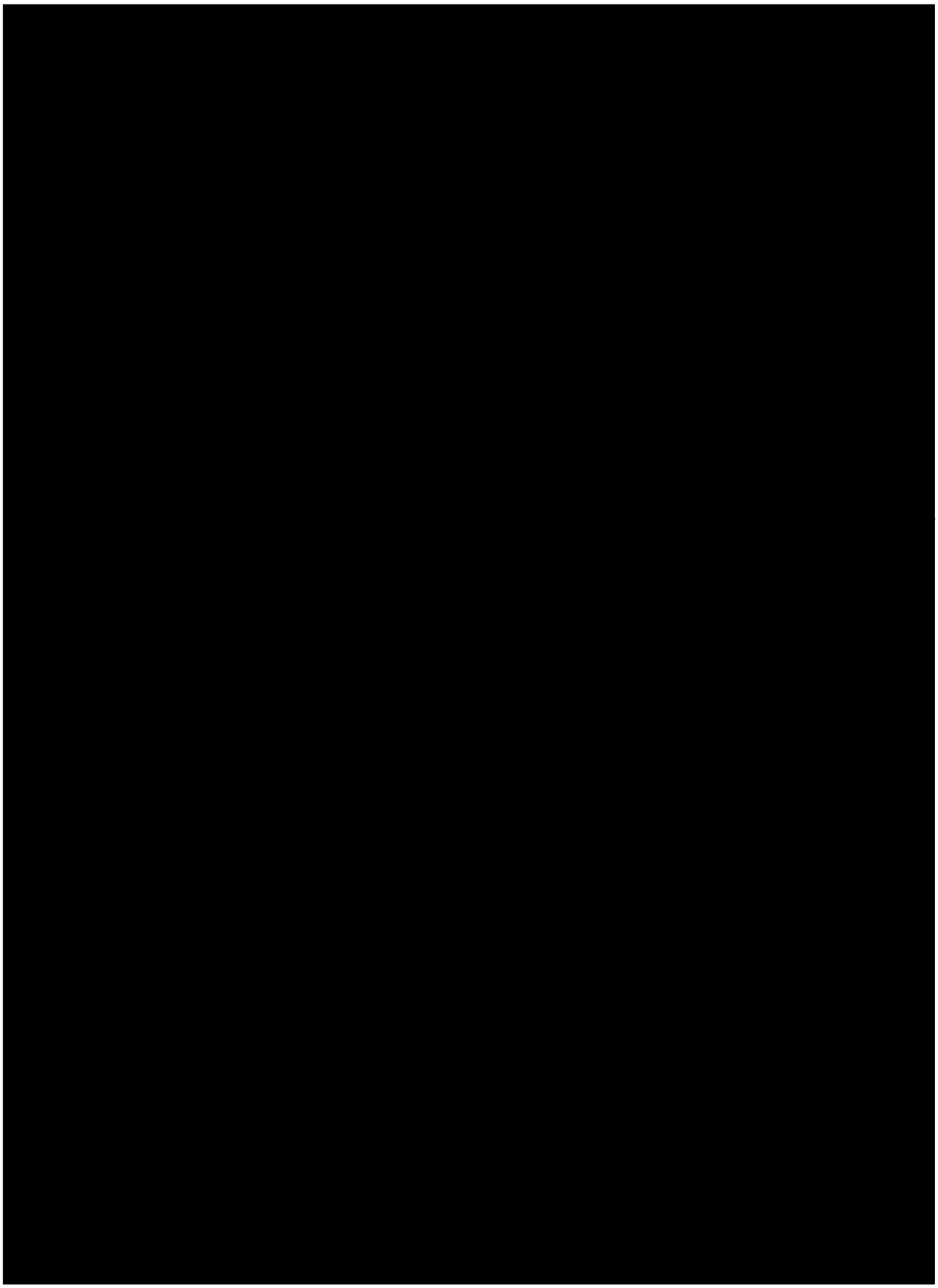
REDACTED

APPENDIX A

This Appendix contains tables of pole values to be used in dividing costs as provided under Article VIII. It also outlines the steps for adjusting such values to determine any payments that the licensee must make to the owner to defray costs of premature replacement of poles to accommodate the licensee.



REDACTED



REDACTED

APPENDIX B

This Appendix describes the basic principles and guides which have been used under this Agreement in setting the rents specified in Article XI and which are to be used in making periodical adjustments of rentals as provided for in Article XII.

Under these principles the rentals are intended in so far as it is practicable, to result in a sharing of the economies realized by the joint use of pole plant in proportion to the relative costs of separate pole line construction.

The procedures outlined herein take into account the following objectives:

[redacted]

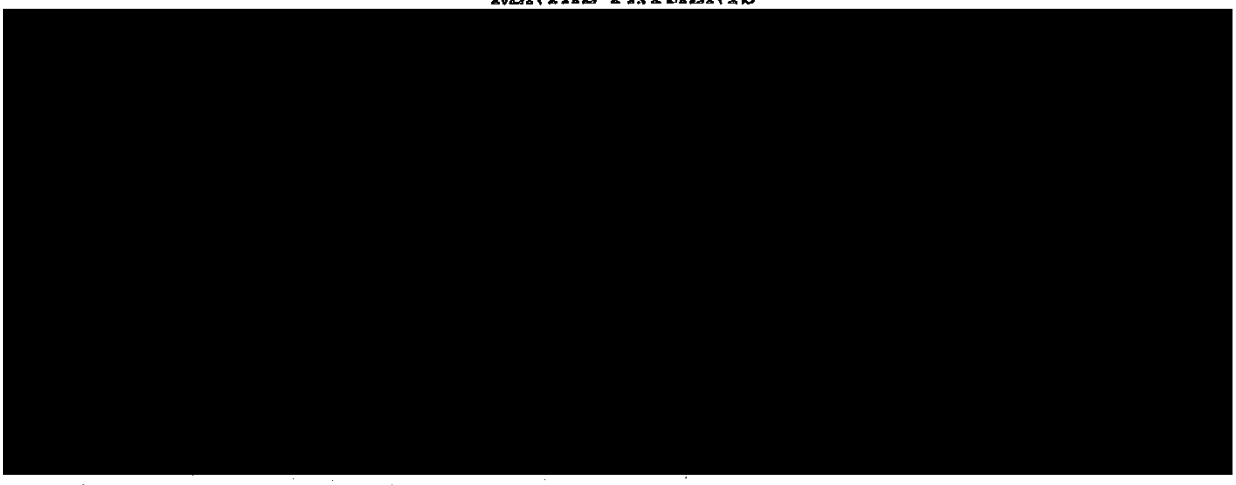
The rentals are [redacted]

The annual rent payable can also be stated as follows:

[redacted]

REDACTED

RENTAL PAYMENTS



REDACTED

REA FORM 263b
5-53
FORMERLY
OS-210B

Amendment to
REA Form 263

JOINT USE OF FACILITIES

RURAL ELECTRIC POWER SYSTEMS

TELEPHONE SYSTEMS

AMENDMENT TO FORM OF GENERAL AGREEMENT FOR JOINT USE OF POLES

The Cooperative and the Telephone Company agree that the following amendments shall be a part of the Agreement between the parties dated October 20, 1953:

1. Add a new subsection, lettered "(c)," to Article I, reading as follows:

"(c) It is the intention of the parties that adequate telephone service shall be made available to the widest practicable number of rural users in the above territory. Exhibits 1 and 2, attached hereto and made part hereof, state the present programs of the Telephone Company and of the Cooperative, respectively, for extending telephone and electric service in the above territory during the [redacted] of this agreement, and show the general location and number of persons to be served and the estimated dates when they will be served. If required to carry out the foregoing intention of the parties, additional [redacted] programs for extending telephone and electric service in the above territory shall be furnished by each party to the other at least [redacted] prior to the expiration of the programs then in effect under the provisions of this section, and shall be identified as supplements to Exhibits 1 and 2."

2. Add a new subsection, lettered "(c)," to Article XIII, reading as follows:

"(c) Failure of either party for a period of [redacted] to comply substantially with its current program for extending telephone or electric service, as set forth in Exhibits 1 and 2, or supplements thereto, shall, at the election of the other party, and after due notice thereof in writing, constitute a default under Section (a) of this Article."

Executed on the 20th day of October 1953.

Mt. Rural Telephone Coop. Corp., Inc.

(Seal)

By W. A. Heagen

ATTEST:

Grayson Rural Electric Coop. Corp.

(Seal)

By [illegible]

ATTEST:

[illegible]

REDACTED

REA FORM 263e
5-53
FORMERLY
OS 210E

Amendment to
REA Form 263

JOINT USE OF FACILITIES

RURAL ELECTRIC POWER SYSTEMS

TELEPHONE SYSTEMS

AMENDMENT TO ARTICLE III OF GENERAL AGREEMENT FOR JOINT USE OF

WOOD POLES

The Cooperative and the Telephone Company agree that the following amendment shall be a part of the Agreement between the parties dated October 20, 1953.

Insert the following paragraph between the first and second paragraphs of Article III:

"In establishing joint use of wood poles whether installed new for joint use or installed initially for electric circuits alone, the total transverse and vertical loads for all conductors attached to a pole covered by this agreement shall not, under the assumed storm loadings of the National Electrical Safety Code for the area in which the pole is located, exceed fifty (50) percent of the ultimate fiber stress of the supporting pole. In the case of exis ting pole lines, the strength of the pole shall be assumed to be the same as when new."

Executed on the 20th day of October 1953.

Mt. Rural Telephone Coop. Corp., Inc.

(Seal)

By W. R. Hagan

ATTEST:

Grayson Rural Electric Coop. Corp.

(Seal)

By M. S. Beckley

ATTEST:

I. E. Pelfrey

REDACTED

REA FORM 263a
REV. 5-53
FORMERLY
DS-210A

EXPLANATORY NOTE
To accompany
REA Form 263

May 18, 1953

NOTE: *Attached to this REA Form 263 joint-use agreement are two alternative forms of amendment relating to area coverage, REA Forms 263b and 263c, one of which should be selected for inclusion in REA Form 263 agreements submitted to REA for approval. The other should be detached. Also attached is REA Form 263e, relating to construction practices, which should be executed in all cases except where REA Form 263f is used as described in paragraph IIC of the REA pamphlet entitled "Considerations and Practices in Connection with Joint Use of Facilities by Electric and Telephone Systems". This pamphlet and REA Bulletin 5-1, 305-1, both dated May 18, 1953, describe all of these forms and their use.*

REA Form 263b, amending Articles I. and XIII, is to be used where the REA Form 263 agreement covers all poles of both parties and where both parties mutually agree to furnish service on an area-coverage basis in their entire common service area, commencing with an initial five-year program as shown on Exhibits 1 and 2 to be attached to the agreement.

REA Form 263c, amending Articles IV and V, is to be used where the telephone company seeks permission to use wood poles in connection with telephone service projects within specific portions of the common service area. Each request on REA Form 263d, and any revision thereof, is to be submitted to REA for approval.

REDACTED

Eliane - file

U. S. DEPARTMENT OF AGRICULTURE
RURAL ELECTRIFICATION ADMINISTRATION

REA BORROWER DESIGNATION Kentucky 61 Carter

THE WITHIN General Agreement, dated January 1, 1972, between the borrower and General Telephone Company of Kentucky, for Joint Use of Wood Poles in Rural Areas.

SUBMITTED BY THE ABOVE DESIGNATED BORROWER PURSUANT TO THE TERMS OF THE LOAN CONTRACT, IS HEREBY APPROVED SOLELY FOR THE PURPOSES OF SUCH CONTRACT.

Gilbert Brayles
FOR THE ADMINISTRATOR

DATED 8-1-72

REA FORM 28a REV. 8-60

REDACTED

REDACTED

GENERAL AGREEMENT

JOINT USE OF WOOD POLES IN RURAL AREAS

Contract Revised January, 1971

PREAMBLE

Grayson Rural Electric Cooperative Corporation, a corporation organized under the laws of the State of Kentucky, (hereinafter called the "Electrical Distributor"), and General Telephone Company of Kentucky, a corporation organized under the laws of the State of Delaware (hereinafter called the "Telephone Company"), desiring to cooperate in the joint use of their respective poles, erected or to be erected within the rural areas in which both parties render service in the State(s) of Kentucky, whenever and wherever such use shall, in the estimation of both parties, be compatible with their respective needs, do hereby, in consideration of the premises and the mutual covenants herein contained, covenant and agree for themselves and their respective successors and assigns as follows:

ARTICLE I

SCOPE OF AGREEMENT

(a) This Agreement shall be in effect in the areas in which both of the parties render service in the State(s) of Kentucky, and shall cover all wood poles now existing or hereafter erected in the above territories, except where said poles are covered by or later brought under an urban contract of the parties, when said poles are brought under this Agreement in accordance with the procedure hereinafter provided.

(b) Each party reserves the right to exclude any of its facilities from joint use.

(c) It is the intention of the parties that adequate electric and telephone service shall be made available to the widest practicable number of rural users in the above territory.

ARTICLE II

EXPLANATION OF TERMS

For the purpose of this Agreement, the following terms shall have the following meanings:

1. **A JOINT POLE** is a pole jointly used by both parties.

2. **A NORMAL JOINT POLE** is a pole which is just tall enough to provide normal spaces, as normal space is hereinafter defined, for the respective parties and just strong enough to meet the requirements of the specifications mentioned in Article III for the attachments ordinarily placed by the parties in their respective normal spaces. Such pole for the purpose of this Agreement shall be a [redacted] class [redacted] wood pole as classified by the pole classification tables of the American Standards Association.

3. **SPACE** is the linear portion of a joint pole parallel to its axis reserved for the exclusive use of one of the parties (subject only to the exceptions provided for in this Article and the specifications mentioned in Article III which in certain instances permit the making of certain attachments by one party in the space reserved for the other party).

4. **NORMAL SPACE** is the following described space:

a. For the Electrical Distributor the uppermost [redacted] measured from top of pole.

b. For the Telephone Company a space of [redacted] at a sufficient distance below the space of the Electrical Distributor to provide at all times the minimum clearance required by the specifications mentioned in Article III

REDACTED

and at a sufficient height above ground to provide the proper vertical clearance above ground or track rails for the lowest horizontally run line wires or cables attached in such space.

The foregoing definition of "a normal joint pole" is not intended to preclude the use of joint poles shorter or of less strength than the normal joint pole in locations where such poles will meet the requirements of the parties hereto.

The above assignment of space is not intended to preclude the use of vertical runs or the mounting of such equipment as terminals or meters on the lower portions of the pole when mutually agreeable.

ARTICLE III
SPECIFICATIONS

Except as otherwise provided in Section (f) of Article VII, referring to construction temporarily exempt from the application of the specifications mentioned herein, the joint use of the poles covered by this Agreement shall at all times be in conformity with accepted modern methods such as those suggested in Edison Electric Institute Publication No. M12 and shall at all times conform to the requirements of the National Electrical Safety Code, Sixth Edition, and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.

In establishing joint use of wood poles whether installed new for joint use or installed initially for circuits of either party, the total transverse and vertical loads for all conductors attached to a pole covered by this Agreement shall not, under the assumed storm loadings of the National Electrical Safety Code for the area in which the pole is located, exceed fifty (50) percent of the ultimate fiber stress of the supporting pole. In the case of existing pole lines, the strength of the pole shall be assumed to be the same as when new.

Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the National Electrical Safety Code, shall, when accepted in writing by both parties hereto through their agents authorized to approve such changes, likewise govern the joint use of poles.

ARTICLE IV
ESTABLISHING JOINT USE OF EXISTING POLES

(a) Before either party shall make use of the poles of the other party under this Agreement, it shall request permission therefor in writing on the form attached hereto and identified as Appendix A or such other form as may be mutually agreed upon and shall comply with the procedure set forth in said approved form.

(b) Whenever either party desires to reserve space for its attachments on any pole owned by the other party, either as initial space or additional space on such pole, it shall make written application therefor, specifying the location of the poles in question, the amount of space desired on each pole, and the number and character of the circuits to be placed thereon. If, in the judgment of the owner, the poles are necessary for its own sole use or joint use under the circumstances is undesirable, the owner shall have the right to reject the application. In any event, within a reasonable period after the receipt of such application the owner shall notify the applicant in writing whether the application is approved or rejected. Upon receipt of notice from the owner that the application has been approved, and after the completion of any transferring or rearranging which is required to permit the attaching of the applicant's circuits on such poles, including any necessary pole replacements, the applicant shall have the right as licensee hereunder to use such space in accordance with the terms of the application and of this Agreement.

(c) Whenever any jointly used pole or any pole about to be so used under the provisions of this Agreement is insufficient in height or strength for the existing attachments and for the proposed additional attachments thereon, the owner shall promptly replace such pole with a new pole of the necessary height and strength and shall make such other changes in the existing pole line in which such pole is included as the conditions may then require.

(d) Each party shall place, transfer and rearrange its own attachments, place guys and anchors to sustain any unbalanced loads caused by its attachments, and perform any tree trimming or cutting incidental thereto. Each party shall, with due diligence, attempt at all times to execute such work promptly and in such manner as not to interfere with the service of the other party.

REDACTED

(e) Wherever practicable, double thimble anchor rods with anchors of sufficient holding power to sustain any unbalanced loads of the two parties shall be installed and used jointly. The ownership of the double thimble anchor rods and anchors will be vested in the owner of the pole. In any case, where one party provides at the request of the other party double thimble anchor rods and anchors for the use of both parties the party requesting the double thimble anchor rods and anchors shall pay to the party placing the double thimble anchor rods and anchors a sum equal to half of the cost of the anchors and anchor rods in place. In cases where the existing anchors are adequate for the needs of both parties the party desiring additional guys may where necessary install an adapter at its own expense. In cases where existing anchor rods and anchors are adequate for the needs of only one party the party desiring additional guys and anchors may where necessary install anchors and anchor rods at no expense to the other party or in the case of right-of-way restrictions may provide a double thimble anchor rod and anchor in place of the existing anchor rod and anchor to which the other party can attach its existing guy at its own expense.

(f) The cost of establishing the joint use of existing poles including the making of any necessary pole replacements, shall be borne by the parties hereto in the manner provided in Article VIII - Division of Costs.

ARTICLE V
ESTABLISHING JOINT USE OF NEW POLES

(a) Whenever either party hereto requires new pole facilities for an additional pole line, an extension of an existing pole line, or in connection with the reconstruction of an existing pole line, it shall promptly notify the other party to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency) stating the proposed location and character of the new poles and the character of circuits it intends to use thereon and indicating whether or not such pole facilities will be, in the estimation of the party proposing to construct the new pole facilities, susceptible of joint use. Within a reasonable period after the receipt of such notice, the other party shall reply in writing, stating whether it does, or does not, desire space on the said poles and, if it does desire space thereon, the character of the circuits it desires to use and the amount of space it wishes to reserve. If such other party requests space on the proposed new poles and if the character and number of its circuits and attachments are such that the party proposing to construct the new pole facilities does not consider joint use undesirable, then it shall erect poles suitable for such joint use, subject, however, to the provisions of Section (b) of this Article, and subject further to the condition that request by either party for space on proposed new poles of the other party under this Agreement shall be made in writing on the form attached hereto and identified as Appendix A or such other form as may be mutually agreed upon and shall comply with the procedure set forth in said approved form. The applicant for space on the poles shall be promptly notified in writing of the action taken on the application.

(b) In any case where the parties hereto shall conclude arrangements for the joint use of any new poles to be erected, and the party proposing to construct the new pole facilities already owns more than its proportionate share of joint poles, the parties shall take into consideration the desirability of having the new pole facilities owned by the party owning less than its proportionate share of joint poles so as to work towards such a division of ownership of the joint poles that neither party shall be obligated to pay to the other any adjustment payments because of their respective use of joint poles owned by the other, due regard being given to the desirability of avoiding mixed ownership of poles in a section of line.

(c) Each party shall place its own attachments on the new joint poles and place guys and anchors to sustain any unbalanced loads caused by its attachments except as otherwise provided under Article IV, Section (e). The party owning the pole line shall provide initial right-of-way clearanc[redacted] on each side of the center line to the extent practicable, all right-of-way in excess of this [redacted] to be borne by the party requiring the additional width. Each party shall, with due diligence, attempt to execute its work promptly and in such manner as not to interfere with the service of the other party.

ARTICLE VI
RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

While the owner and licensee will cooperate as far as may be practicable in obtaining rights-of-way for both parties on joint poles, the owner does not warrant or assure to the licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and if the licensee shall at any time be prevented from placing or maintaining its attachments on the owner's poles, no liability on account thereof shall attach to the owner of the poles.

REDACTED

ARTICLE VII
MAINTENANCE OF POLES AND ATTACHMENTS

(a) The owner shall maintain its joint poles in a safe and servicable condition and in accordance with the specifications mentioned in Article III and shall replace, reinforce or repair such of these poles as become defective. In case of emergency, with the giving of verbal notice, licensee may replace joint poles, anchors and guys as may be considered necessary for public safety or the restoration of licensee's service, in which case the licensee shall be reimbursed by the owner in the full amount of the cost of labor and materials plus any applicable overhead expenses.

(b) When replacing a jointly used pole carrying terminals of aerial cable, underground connection, or transformer equipment, the new pole shall be set in the same hole which the replaced pole occupied unless special conditions make it necessary or mutually desirable to set it in a different location.

(c) Whenever it is necessary to replace or relocate a jointly used pole, the owner shall, before making such replacement or relocation, give reasonable notice thereof in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the licensee, specifying in such notice the time of such proposed replacement or relocation and the licensee shall at the time so specified transfer its attachments to the new or relocated joint pole. Should the licensee fail to transfer its attachments to the new joint pole on the date specified for such transfer of attachments, the owner may elect to relinquish the ownership of the old pole from which it has removed its attachments, with the giving of verbal notice to be subsequently followed in writing. Such old pole shall thereupon, at no cost to the licensee, become the property of the licensee, and the licensee shall save harmless the former owner of such pole from all obligation, liabilty, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring, because of, or arising out of, the presence or condition of such pole or of any attachments thereon. In instances where the Electrical Distributor is the owner of such pole the unused portion of the pole above the licensee's attachments shall be cut off and removed by the owner before relinquishing ownership, if the pole remains in structural conflict with the power route.

(d) Each party shall at all times maintain all of its attachments in accordance with the specifications mentioned in Article III and shall keep them in safe condition and in thorough repair. Where the parties mutually agree that right-of-way maintenance on existing joint use lines is necessary for the protection of their service, the cost of the following work shall be shared as follows:

[redacted]

(e) Each party shall be responsible for trimming its own circuits at its own expense where right-of-way is maintained by trimming (side growth, undergrowth or overhead growth).

(f) Any existing joint use construction of the parties hereto which does not conform to the specifications mentioned in Article III shall be brought into conformity therewith as soon as practicable.

When such existing construction shall have been brought into conformity with said specification, it shall at all times thereafter be maintained as provided in Sections (a) and (d) of this Article.

(g) The cost of maintaining poles and attachments and of bringing existing joint use construction into conformity with said specifications shall be borne by the parties hereto in the manner provided in Article VIII - Division of Costs.

REDACTED

ARTICLE VIII
DIVISION OF COSTS

(a) The cost of erecting new joint poles coming under this Agreement, to construct new pole lines, to make extensions to existing pole lines, or to replace existing poles, except as covered in (c) below, shall be borne by the parties as follows:

[redacted]

(b) Any payments for poles made by the licensee under any foregoing provisions of this Article shall not entitle the licensee to the ownership of any part of said poles for which it has contributed in whole or in part.

(c) Where an existing jointly used pole or a non-joint pole is prematurely replaced by a new one solely for the benefit of the licensee, the cost of the new pole shall be divided as specified in Section (a) of this Article and the licensee shall pay [redacted] The replaced pole shall be removed and retained by its owner.

(d) Each party shall place, maintain, rearrange, transfer and remove its own attachments at its own expense except as otherwise expressly provided herein.

(e) The expense of maintaining joint poles shall be borne by the owner thereof except that the cost of replacing poles shall be borne by the parties hereto in the manner provided in Sections (a) and (c) of this Article.

(f) Where service drops of one party crossing over or under lines of the other party are attached to the other party's poles, either directly or by means of a pole top extension fixture, the cost shall be borne as follows:

[redacted]

REDACTED

ARTICLE IX
PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

When either party desires to change the character of its circuits on jointly used poles, such party shall give immediate notice to the other party of such contemplated change and in the event that the party agrees in writing to joint use with such changed circuits, then the joint use of such poles shall be continued with such changes in construction as may be required to meet the terms of the specifications mentioned in Article III for the character of circuits involved and such other changes as may be agreed upon. The parties shall cooperate to determine the equitable apportionment of the net expense of such changes. In the event, however, that the other party fails within [redacted] from receipt of such notice to agree in writing to such change in character of circuits, then both parties shall cooperate in accordance with the following plan:

1. The parties hereto shall determine the most practical and economical method of effectively providing for separate lines, either overhead or underground, and the party whose circuits are to be moved shall carry out the necessary work as promptly as practicable.

2. The net costs of re-establishing such circuits in the new location as are necessary to furnish the same business facilities that existed in the joint use section at the time such change was decided upon, shall be borne [redacted]

Unless otherwise agreed by the parties, ownership of any new line or underground facilities constructed under the foregoing provisions in a new location shall vest in the party for whose use it is constructed.

ARTICLE X
ABANDONMENT OF JOINT USED POLES

(a) If the owner desires at any time to abandon any jointly used pole, it shall, except as provided in Article VII, Section (c), give the licensee notice in writing to that effect at least [redacted] prior to the date on which it intends to abandon such pole. If at the expiration of said period the owner shall have no attachments thereon, such pole shall thereupon become the property of the licensee, and the licensee shall save harmless the former owner of such pole from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring, because of, or arising out of, the presence or condition of such pole or of any attachments thereon; and shall pay the owner the [redacted] The former owner shall further evidence transfer of title to the pole by appropriate means. [redacted]

(b) The licensee may at any time abandon the use of a joint pole by removing therefrom any and all attachments it may have thereon and by giving such notice as may be mutually agreed upon.

ARTICLE XI
ADJUSTMENT PAYMENTS

[redacted]

REDACTED

[redacted]

ARTICLE XII
PERIODICAL ADJUSTMENT OF PAYMENTS

[redacted]

ARTICLE XIII
DEFAULTS

(a) If either party shall default in any of its obligations under this Agreement and such default continues [redacted] after due notice thereof in writing by the other party, the party not in default may suspend the rights of the party in default insofar as concerns the granting of future joint use and if such default shall continue for a period of [redacted] after such suspension, the party not in default may forthwith terminate this Agreement as far as concerns the future granting of joint use.

(b) If after reasonable notice either party shall make default in the performance of any work it is obligated to do under this Agreement at its sole expense, the other party may elect to do such work, and the party in default shall reimburse the other party for the cost thereof. Failure on the part of the defaulting party to make such payment within [redacted] upon presentation of bills therefor shall, at the election of the other party, constitute a default under Section (a) of this Article.

ARTICLE XIV
EXISTING RIGHTS OF OTHER PARTIES

(a) If either of the parties hereto has, prior to the execution of this Agreement, conferred upon others, not parties to this Agreement, by contract or otherwise, rights or privileges to use any poles covered by this Agreement, nothing herein contained shall be construed as affecting such rights or privileges, and either party hereto shall have the right, by contract or otherwise, to continue and extend such existing rights or privileges, it being expressly understood, however, that for the purpose of this Agreement, the attachments of any such outside party, except those of a municipality or other public authority, shall be treated as attachments belonging to the grantor, and the rights, obligations, and liabilities hereunder of the grantor in respect to such attachments shall be the same as if it were the actual owner thereof.

(b) Where municipal regulations require either party to allow the use of its poles for fire alarm, police, or other like signal systems, such use shall be permitted under the terms of this Article, provided attachments of such parties are placed and maintained in accordance with the specifications mentioned in Article III.

REDACTED

ARTICLE XV
ASSIGNMENT OF RIGHTS

Except as otherwise provided in this Agreement, neither party hereto shall assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the jointly used poles, or the attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the other party, except to the United States of America or any agency thereof; provided, however, that nothing herein contained shall prevent or limit the right of either party to mortgage any or all of its property, rights, privileges, and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage; or in case of lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser on foreclosure, the transferee, leasee, assignee, merging or consolidating company, as the case may be; and provided further that subject to all of the terms and conditions of this Agreement, either party may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased and controlled by it, or associated or affiliated with it, the use of all or any part of the space reserved hereunder on any pole covered by this Agreement for the attachments used by such party in the conduct of its said business; and for the purpose of this Agreement, all such attachments maintained on any such pole by the permission as aforesaid of either party hereto shall be considered as the attachments of the party granting such permission, and the rights, obligations and liabilities of such party under this Agreement, with respect to such attachments, shall be the same as if it were the actual owner thereof.

ARTICLE XVI
WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE XVII
PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property upon said jointly used poles, and the taxes and the assessments which are levied on said joint poles shall be paid by the owner thereof, but any tax, fee, or charge levied on owner's poles solely because of their use by the licensee shall be paid by the licensee.

ARTICLE XVIII
BILLS AND PAYMENT FOR WORK

Upon the completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other party, the party performing the work shall present to the other party within [redacted] after the completion of such work an itemized statement of the costs and such other party shall within [redacted] after such statement is presented pay to the party doing the work such other party's proportion of the cost of said work.

ARTICLE XIX
SERVICE OF NOTICES

Whenever in this Agreement notice is provided to be given by either party hereto to the other, such notice shall be in writing and given by letter mailed, or by personal delivery, to the Electrical Distributor at its office

Grayson, Kentucky

or to the Telephone Company at its office at 2001 Harrodsburg Road, Lexington, Kentucky

as the case may be, or to such other address as either party may from time to time designate in writing for that purpose.

REDACTED

ARTICLE XX
TERM OF AGREEMENT

This Agreement shall continue in full force and effect until the [redacted] and shall continue thereafter until terminated, insofar as the making of attachments to additional poles is concerned, by either party giving to the other [redacted] years notice in writing of intention to terminate the right of making attachments to additional poles. Any such termination of the right to make attachments to additional poles shall not, however, abrogate or terminate the right of either party to maintain the attachments theretofore made on the poles of the other or additional attachments to such poles, and all such attachments shall continue thereafter to be maintained, pursuant to and in accordance with the terms of this Agreement, which Agreement shall, so long as said attachments are continued, remain in full force and effect solely and only for the purpose of governing and controlling the rights and obligations of the parties with respect to said attachments.

ARTICLE XXI
EXISTING CONTRACTS

All existing agreements between the parties hereto for the joint use of poles in rural areas are by mutual consent hereby abrogated and superseded by this Agreement.

Nothing in the foregoing shall preclude the parties to this agreement from preparing such supplemental operating routines or working practices as they mutually agree to be necessary or desirable to effectively administer the provisions of this Agreement.

ARTICLE XXII
APPROVAL OF THE ADMINISTRATOR

This Agreement, and any amendment thereof, shall be effective subject to the condition that, during any period in which the Electrical Distributor is a borrower from the Rural Electrification Administration, the Agreement and any amendment thereof shall have the approval in writing of the Administrator of the Rural Electrification Administration.

In witness whereof the parties hereto, have caused these presents to be executed in triplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, on the 1st day of January, 19 72.

(SEAL)

ATTESTS:

Grayson Rural Electric Cooperative Corporation

James E. Lewis
Secretary

BY L. C. White
President

(SEAL)

ATTESTS:

General Telephone Company of Kentucky

Secretary

BY D C Wing
OPERATING VICE PRESIDENT

REDACTED

APPENDIX A

TO_____ _____

Name of Electrical Distributor — Date

_____

Address — Request Number

This is to request permission for this company to use jointly certain of your poles under the terms and conditions of our General Agreement for Joint Use of Wood Poles in Rural Areas, dated _____.

The poles, including the number and character of circuits to be placed thereon, for which this permission is requested are those included in the pole lines indicated on the attached map, which also bears the above date and Request Number.

Our present plan is to start this work about _____, 19____,

and complete the work about _____, 19____.

If permission to use these poles is given by you, this Company will prepare and furnish to you, after engineering is complete, detailed construction plans and drawings, together with necessary maps, to indicate specifically your poles that we wish to use jointly, the number and character of the circuits to be placed on such poles, and any rearrangements of fixtures and equipment necessary, as well as any relocations or replacements of existing poles, and any additional poles that may be required, in accordance with the procedure provided in Articles IV and V of this Agreement.

If the joint use proposed is agreeable, please signify your approval of this request in the space provided and return the second copy to us.

_____ _____

Name of Telephone Company — Signature of Telephone Company Representative

_____ _____

Address — Title

To_____ _____

Name of Telephone Company — Date

_____

Address

This is to advise you that the above request to use jointly certain poles of this system is approved. You may proceed with such joint use of poles on the terms and conditions of the Agreement referred to above, and under the conditions outlined in your request.

_____ _____

Title of Electrical Distributor Representative — Signature of Electrical Distributor Representative

REDACTED

APPENDIX B

This Appendix describes the basic principles and guides which have been used under this Agreement in setting the adjustment payments specified in Article XI and which are to be used in making periodical adjustment of payments as provided for in Article XII.

Under these principles the adjustment payments are intended, insofar as it is practicable, to result in a sharing of the economies realized by the joint use of pole plant in proportion to the relative costs of separate pole line construction.

The procedures outlined herein take into account the following objectives:

1. [redacted]
2. [redacted]
3. [redacted]
4. [redacted]

[redacted]

REDACTED

JOINT USE OF FACILITIES

ELECTRIC POWER SYSTEMS

TELEPHONE SYSTEMS

AMENDMENT TO ARTICLE XI, OF GENERAL AGREEMENT

FOR JOINT USE OF WOOD POLES IN RURAL AREAS

The Electrical Distributor and the Telephone Company agree that the following Amendment shall be a part of the Agreement between the parties dated July 1, 1977.

Amend Section E, Article XI by deleting the first sentence and thereof and substituting in its place the following.

"Effective July 1, 1977, adjustment payments

[redacted]

Executed on the 10th day of May 19 77

ATTEST

GRAYSON KENTUCKY R.E.C.C.
Electric Company

James E. Lewis
Secretary

BY: W. S. Workman
President

WITNESS

GENERAL TELEPHONE COMPANY OF KENTUCKY

KWB L E Solmes
Vice President - Network
Engineering & Construction

REDACTED

JOINT USE OF FACILITIES

Electric Power and Telephone Systems

Amendment to Article XI of General Agreement
For Joint Use of Wood Poles in Rural Areas

The Electrical Distributor and the Telephone Company agree that the following amendment shall be a part of the agreement between the parties dated January 1, 1972.

Amend Section E, Article XI, by deleting the first sentence thereof, and substituting in its place the following:

"Effective July 1, 1979, adjustment payments [redacted]

Executed this 11th day of October, 1979.

ATTEST:

GRAYSON RURAL ELECTRIC
COOPERATIVE CORPORATION
Electric Company

Harold L. Haight
Title-General Manager

W. G. Womack
Title-President

WITNESS:

GENERAL TELEPHONE COMPANY

_____

_____
Title

REDACTED

JOINT USE OF FACILITIES

Electric Power and Telephone Systems

Amendment to Article XI of General Agreement
For Joint Use of Wood Poles in Rural Areas

The Electrical Distributor and the Telephone Company agree that the following amendment shall be a part of the agreement between the parties dated January 1, 1972.

Amend Section E, Article XI, by deleting the first sentence thereof, and substituting in its place the following:

"Effective July 1, 1979, adjustment payments [redacted]

Executed this 11th day of October, 1979.

ATTEST:

GRAYSON RURAL ELECTRIC
COOPERATIVE CORPORATION
Electric Company

Harold M. Haight
Title-General Manager

W. E. Womack
Title-President

WITNESS:

R. M. Tanner

GENERAL TELEPHONE COMPANY

KDB Harlan E. Rollins
Title Vice President-Network
Engineering & Construction

REDACTED

GENERAL AGREEMENT

Joint Use of Wood Poles in Rural Areas

Electric Power and Telephone Systems

Amendment to Article II, Part 2 - by deleting the second sentence thereof, and substituting in it's place the following:

2. "Effective January 1, 1980, such pole for the purpose of this agreement shall be a [redacted] class [redacted] wood pole as classified by the pole classification tables of the American Standards Association". This change applies to new lines and/or orginally established lines. Lines with existing attachments are not affected.

Executed this 16th day of October, 1979

ATTEST

Harold L. Hight
Title - General Manager

GRAYSON RURAL ELECTRIC
COOPERATIVE CORPORATION
Electric Company

Title - President

WITNESS:

R. M. Tanner

GENERAL TELEPHONE COMPANY

K.D.B. Harlan E. Rollins
Title - Vice President-Network
Engineering & Construction

REDACTED

U. S. DEPARTMENT OF AGRICULTURE
RURAL ELECTRIFICATION ADMINISTRATION

REA BORROWER DESIGNATION _____

THE WITHIN _____

_____

_____

SUBMITTED BY THE ABOVE DESIGNATED BORROWER PURSUANT TO THE TERMS OF THE LOAN CONTRACT, IS HEREBY APPROVED SOLELY FOR THE PURPOSES OF SUCH CONTRACT.

_____
FOR THE ADMINISTRATOR

DATED

_____

REA FORM 28a REV. 8-60