


Warren RECC

A Touchstone Energy®
Cooperative 

March 26, 2007

Mr. Chris Lawrence
Interim General Manager
South Central Rural Telephone Cooperative
P.O. Box 159
Glasgow, KY 42142-0159

RE: Joint Use of Poles
February 15, 2007

Dear Mr. Lawrence:

Please find enclosed a copy of the above-referenced fully executed agreement for your files. If you have any questions regarding your agreement, please call Tom Martin at (270) 842-6541.

Sincerely,



Marlene Butler
Administrative Assistant
Technical Services

Enclosure

GENERAL AGREEMENT

JOINT USE OF POLES

Contract Date: February 15, 2007

PREAMBLE

WARREN RURAL ELECTRIC COOPERATIVE CORPORATION (hereinafter called the "Electrical Distributor"), a corporation organized under the laws of the State of Kentucky, and **SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE**, 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 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 cover all poles of each of the parties now existing in joint use and those hereafter erected or acquired within the common operating areas served by the parties, except those poles which in the owner's judgment are necessary for its own sole use.
- (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 users in the above territory.
- (d) Each party will issue to the other party revocable, nonexclusive permits authorizing the attachment of cables, equipment, and facilities to the owner's poles. The Electric Company and Telephone Company shall not attach, install, or use such cables, equipment, and facilities for any purpose other than for providing electric and telecommunications service respectively to patrons in said area.

ARTICLE II EXPLANATION OF TERMS

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

- (a) **ATTACHMENT** is any wire, cable, strand, material, adapters, or apparatus affixed to a joint-use pole at or below the normal space or anchor, now and hereafter used by either party in the construction, operation, or maintenance of its plant.
- (b) **CIRCUIT** is used to identify a particular line route that connects a source (substation, switching station, etc.) to an end user (customer, residence, business, etc.)
- (c) **FACILITIES** are the collection of items that make up an electrical distribution or telephone line, including but not limited to poles, wires, cables, guys, anchors, pedestals, adapters, etc.
- (d) **JOINT USE POLE** is a pole jointly used by both parties.
- (e) **LICENSEE** is the party having the rights under this agreement to make attachments to a pole that the other party owns.
- (f) **NORMAL JOINT USE POLE** is a pole which is just tall enough to provide normal spaces, as normal

02/15/2007

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] pole as classified by the pole classification tables of the American Standards Association. This is applicable only for those poles installed after the executed date of this Agreement.

(g) NORMAL SPACE is the following described space:

- For the Electrical Distributor the uppermost [REDACTED] feet, measured from the top of the pole.
- For the Telephone Company, a space of [REDACTED] feet, 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** 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.

(h) OWNER is the party owning the pole to which attachments are made.

(i) SPACE is the linear portion of a joint use pole parallel to its axis reserved for the exclusive use of one of the parties (subject only to the exceptions provided for 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).

The foregoing definition of "a normal joint use pole" is not intended to preclude the use of joint use poles shorter or of less strength than the normal joint use 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, the proper clearance on vertical poles, or the mounting of equipment such as special apparatus (i.e. regulators, capacitors, sectionalizing devices, etc.), terminals or meters on the lower portions of the pole when mutually agreeable.

ARTICLE III SPECIFICATIONS

The joint use of the poles covered by this Agreement shall at all times conform to the requirements and specifications of the latest revision of the National Electrical Safety Code, the latest requirements of the Occupational Safety and Health Act of 1970 and in compliance with any rules or orders now in effect or that may be hereafter be issued by either party or other authority having jurisdiction, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.

In establishing joint use of 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.

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 therefore 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

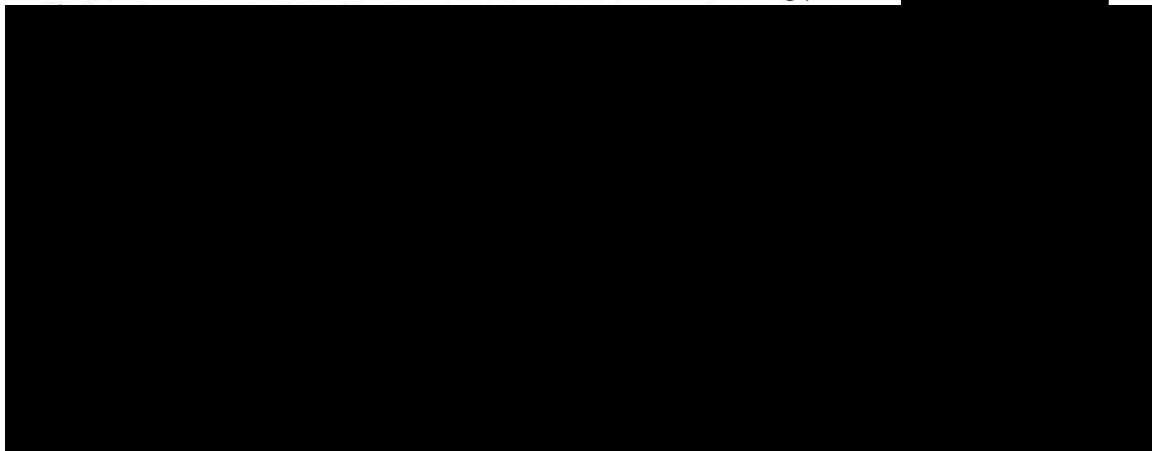
02/15/2007

party, either as initial space or additional space on such pole, it shall make written application therefore, 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) 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.
- (d) Wherever practicable, double thimble eye 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 eye 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 eye anchor rods and anchors for the use of both parties, the party requesting the double thimble eye anchor rods and anchors shall pay to the party placing the double thimble eye 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 eye 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.
- (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 - 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, 



- (b) Each party shall place its own attachments on the new joint use 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 clearance [REDACTED] feet on each side of the center line to the extent practicable, all right-of-way in excess of this [REDACTED]-foot swath 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 use 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 use 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. In case of emergency, with the giving of verbal notice, licensee may replace joint use 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 use pole and notify the owner of the transfer. Should the licensee fail to transfer its attachments to the new joint use 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, 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. 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. If the Electric Distributor is the owner and the Telephone Company as licensee has not completed its transfers after one hundred eighty (180) days after the date specified for transfer of attachments, the owner may, but is not required to, make Temporary Transfer of licensee's attachments with no liability to owner except for gross negligence or willful misconduct, remove the old pole and bill the licensee the actual cost of work completed. The owner may also choose to refuse to grant permits for additional attachments until such time as all delinquent transfers are made.
- (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:

1. The removal of dead or dangerous trees shall be shared equally.
 2. Chemical control or removal of undergrowth by cutting at the ground line in a swath measured [REDACTED] feet on each side of the center line as follows:
 - [REDACTED]
 - [REDACTED]
 - [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.
- (g) 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.
- (h) 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 - Costs**.

ARTICLE VIII 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:
1. Owner will notify Licensee to the changes necessary to provide an adequate pole, together with the estimated cost thereof. Licensee shall pay Owner the estimated cost of making the changes in advance. Upon completion of the changes, Licensee shall pay Owner [REDACTED]
[REDACTED]
 2. Should Owner need for its own service requirements the space occupied by Licensee's attachments on any of Owner's poles or anchors, Owner will notify Licensee in writing and will include the estimated costs of the changes necessary to provide adequate facilities. Within 30 days after such notice, Licensee shall indicate in writing to Owner whether it will promptly remove its facilities in order to accommodate Owner's requirements or whether it desires Owner to make the necessary changes to provide adequate facilities at Licensee's expense. If Licensee requests Owner to make changes, [REDACTED]
[REDACTED] Upon completion of the changes, [REDACTED]
[REDACTED]
 3. Licensee shall not be entitled to reimbursement of any amounts paid to Owner for pole or anchor

- replacements not affecting Licensee or for the rearrangement of facilities on Owner's poles or anchors by reason of the use of any of the pole or anchor space so acquired by Owner or other authorized user that do not affect Licensee.
4. Whenever it is necessary for Owner to make pole or anchor replacements or rearrangements in order to accommodate Licensee's cable, equipment, and facilities, Owner will endeavor to perform or have performed such work after issuance of the permit as soon as is practicable considering the service requirements of the Owner.
- (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 [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.
1. Where Owner rearranges its facilities to accommodate Licensee, [REDACTED]. Upon completion of the rearrangement, the [REDACTED].
 2. Licensee is prohibited from tampering with, interfering with, removing, or relocating any electrical facilities or any pole covered by this Agreement.
 3. The Licensee shall at its own expense and to the satisfaction of the Owner place guys and anchors to sustain any unbalanced loads caused by the Licensee's attachments. When, in unusual circumstances, the Licensee determines that it is necessary or desirable for it to attach its guy to anchors owned by the Owner, it may make application to do so with Owner. In such circumstances, all the provisions applicable to poles shall also be separately applicable to anchors. In the event that any anchor or guy to which Licensee desires to make attachments is inadequate to support the additional facilities in accordance with the aforesaid specifications, Owner will notify Licensee of the changes necessary to provide an adequate anchor or guy, together with the estimated cost thereof. Licensee shall pay Owner estimated cost of making these changes in advance. Upon completion of the changes, the Licensee shall pay the Owner the excess of actual cost over estimated cost or shall be credited with the excess of estimated over actual cost, if any.
 4. When Owner is requested by Licensee to install grounds or make connections to Owner's system neutral, Licensee shall pay Owner for the actual cost of installing such grounds.
 5. In the event that a request for attachments is made by Licensee and steps are taken by Owner to carry out the request by performing necessary engineering and administrative work and the job is cancelled causing the job not to be done or completed, the Licensee shall reimburse the Owner for the actual cost incurred by the Owner including engineering, clerical, and administrative and construction cost.
 6. Owner reserves the right to inspect any new installation of Licensee on its poles or in the vicinity of its lines or appliances and to make periodic inspections, as plant conditions may warrant. Inspections will not be made more often than once a year and upon notice to Licensee unless, in Owner's judgment, such inspections are required for reasons involving safety or are required

because of a violation of the terms of this Agreement by Licensee. The making of such inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement.

- (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:

1.

2.

(g)

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 30 days 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:

- (a) 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.
- (b) 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

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 USE 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 at least 60 days prior to the date on which it intends to abandon such pole. At the expiration of said period, if the owner shall have no attachments thereon, and if the licensee shall have failed to remove its 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 use pole by removing them from any and all attachments it may have thereon and by giving such notice in writing on the form attached hereto and identified as **Appendix B** or such other form as may be mutually agreed upon.

**ARTICLE XI
RENTAL PAYMENTS**

- (a) The parties contemplate that the use or reservation of space on poles by each party, as licensee of the other under this Agreement shall be based on the equitable sharing of the economies of joint use.
- (b) On or about December 1st of each year, each party, acting in cooperation with the other, and subject to the provisions of Section (c) of this Article, shall ascertain and tabulate the total number of poles in use by each party as licensee. [REDACTED]
- (c) 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 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 use pole.
- (d) If there is provision under a separate agreement between the Telephone Company and the Electrical Distributor for facilities associated with power line carrier systems, the rental payment 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 rental payments shall apply. The rental payment provisions of this Agreement shall not apply, however, where only those facilities directly associated with the power line carrier systems are involved.
- (e) Rental payments per pole due from one party as licensee to the other party or owner shall, subject to the provisions of **Article XI**, be [REDACTED] per annum by the Electrical Distributor for each jointly used pole owned by the Telephone Company and [REDACTED] per annum by the Telephone Company for each jointly used pole owned by the Electrical Distributor. [REDACTED]
[REDACTED] The rental payment herein provided shall be paid within thirty (30) days after the bill has been submitted; otherwise it will be subject to a [REDACTED] per month finance charge.
- (f) Rental payments shall be subject to review annually. Rental payments for joint-use poles shall be

modified based upon the annual published rates identified in the current TVPPA/BellSouth agreement. Any increase or decrease resulting from the adjustment shall be effective the next rental payment date following notification to the Licensee of the new rate.

- (g) The Electric Distributor maintains an inventory of attachments on its poles through a [REDACTED] Pole/Line Inspection Program. At the Telephone Company's request and expense, a joint inventory of attachments can be made by representatives of the parties. If there is any difference in the number of attachments found by the inventory and the number arrived at by tabulating those reported, correction will be made to [REDACTED]

ARTICLE XII DEFAULTS

- (a) If either party shall default in any of its obligations under this Agreement and such default continues thirty (30) 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 insofar as concerns the granting of future joint use and if such default shall continue for a period of 90 days 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 be in 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 30 days upon presentation of bills therefore shall at the election of the other party, constitute a default under Section (a) of this Article.

ARTICLE XIII 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 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 specification mentioned in **Article III**.

ARTICLE XIV 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 interest 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

JOINT USE OF POLES AGREEMENT

PAGE 10 OF 13

02/15/2007

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, 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 XV
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 XVI
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 use 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 XVII
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 90 days after the completion of such work an itemized statement of the costs and such other party shall within 30 days after such statement is presented pay to the party doing the work such other party's proportion of the cost of said work.

**ARTICLE XVIII
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 Post Office Box 1118, Bowling Green, Kentucky, 42102-1118** or to the **Telephone Company at Post Office Drawer 159, Glasgow, Kentucky, 42142-0159** or to such other address as either party may from time to time designate in writing for this purpose.

**ARTICLE XIX
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] 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 XX
EXISTING CONTRACTS**

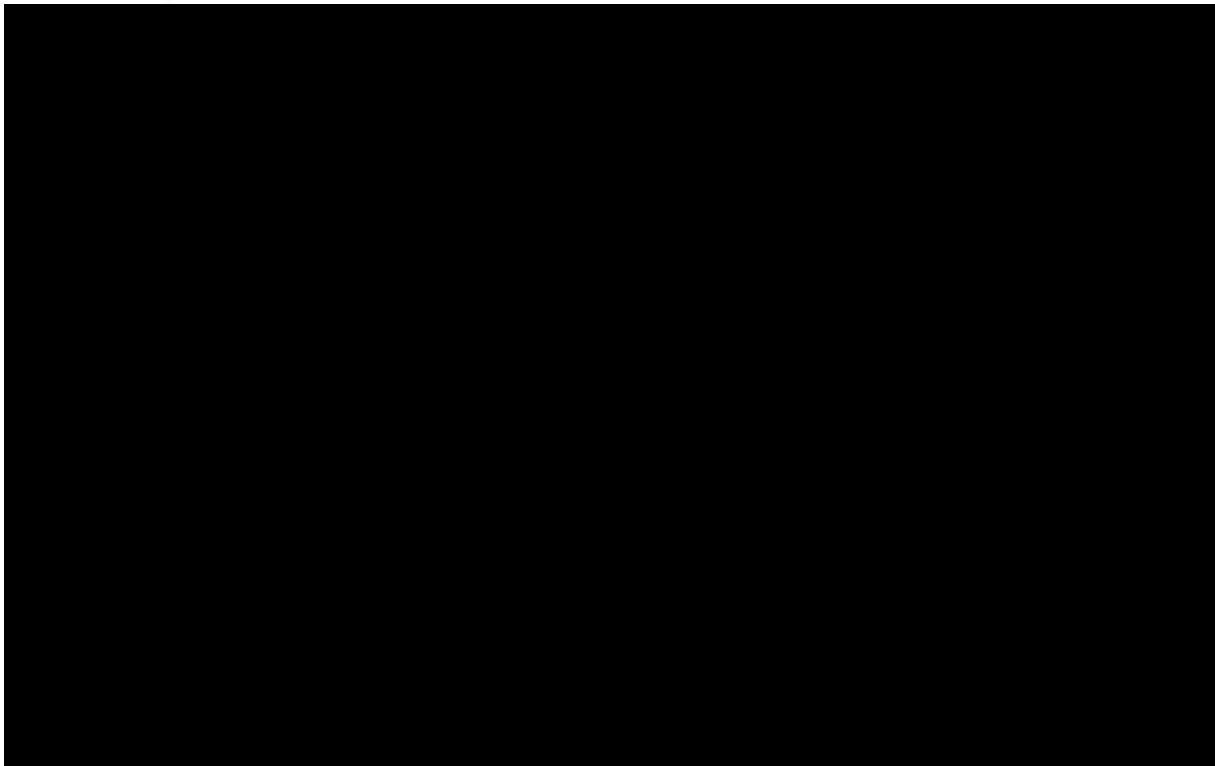
All existing agreements between the parties hereto for the joint use of poles are by mutual consent hereby abrogated and superseded by this Agreement.

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 XXI
LIABILITY AND DAMAGES**

Owner reserves to itself, its successors and assigns, the right to maintain its poles and anchors and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements. Owner shall not be liable to Licensee for any interruption of service of Licensee or for interference with the operation of or for damage to the cables, equipment, and facilities of Licensee arising in any manner out of the use of Owner's poles and anchors.

Licensee shall exercise special precautions to avoid damaging the facilities of the Owner and of others occupying Owner's poles and anchors and Licensee hereby assumes all responsibility for any and all loss for such damage resulting from its acts and omissions. Licensee shall make an immediate report to Owner of the occurrence of any such damage and hereby agrees to reimburse the respective owners for the expense incurred in making repairs.



[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE XXII
DUTIES, RESPONSIBILITIES, AND EXCULPATION**

Owner makes no representation as to the condition of the premises or equipment at or near which Licensee will work, the existing poles, equipment, or installations, and has and assumes no responsibility to Licensee, its employees, agents, servants, and subcontractors, except to inform Licensee of any hidden defects or dangerous conditions known to Owner and not known to or ascertainable by Licensee by reasonable inspection. At the time of the execution of this Agreement, Owner has not received any notice of a violation or default and is not aware of any violation or default under the National Electric Safety Code, OSHA, or under any and all other governmental rules and regulations, and covenants and agrees that upon discovery of any violation or default or upon receipt of a notice of violation or default will correct said violation or default within a reasonable period of time, which shall be no longer than is permitted by law.

By executing the contract, Licensee warrants that it has or will fully inform itself with the conditions relating to the work it will undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.

It is further understood by and between the parties that in the performance of the work performed under this Agreement, the Licensee, its agents, servants, employees, and subcontractors will necessarily be required to work near, about, adjacent to, and in the vicinity of energized (hot) lines, transformers, or other equipment of the Electric Distributor, and it is the intention that energy therein will not be interrupted during the continuance of this Agreement, except in an emergency endangering life, grave personal injury, or property. Licensee is fully and solely responsible for seeing that its employees, servants, agents, or subcontractors shall have the necessary skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of the Electric Distributor, and the general public, from harm or injury while performing under this Agreement, and furnishing them with competent supervision and sufficient and adequate tools and equipment, for their work to be performed in a safe manner while the existing equipment of the Electric Distributor is energized. Except in an emergency, the Licensee shall not de-

JOINT USE OF POLES AGREEMENT

PAGE 13 OF 13

02/15/2007

energize any of the Electric Distributor 's system without first obtaining permission so to do from the Electric Distributor.

In the event any transformer or line is de-energized at Licensee's request and for its purposes, benefit, and convenience in performing a particular segment of any work, Licensee shall be responsible for seeing that all clearances and arrangements for such cutoff of electric service shall conform with all applicable safety rules and regulations and Licensee shall complete the work with all reasonable speed so that service may be restored without unnecessary delay. In the event that Licensee shall unintentionally or accidentally cause an interruption of service, by damaging or interfering with any equipment or facilities of the Electric Distributor, Licensee shall immediately do all things reasonable to avoid injury or damage, direct and incidental, resulting therefrom and shall notify the Electric Distributor immediately.

The Licensee further warrants that it is apprised of, conscious of, and understands the imminent dangers inherent in the work necessary to make installations on Owner's poles by its personnel, employees, servants, agents, and subcontractors, and accepts it as its duty and sole responsibility to notify and inform its personnel, employees, and subcontractors of such dangers, and to keep them informed.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate the day and year first above written, each party hereto retaining an executed copy hereof.

ATTEST:

Nancy J. Huffman

WARREN RURAL ELECTRIC
COOPERATIVE CORPORATION

Gerald W. Hayes
Gerald W. Hayes, President and CEO

ATTEST:

Tina Harlow
Signature

SOUTH CENTRAL RURAL
TELEPHONE COOPERATIVE

Chris Lawrence
Signature

TINA HARLOW/Executive Asst
Print Name/Title

CHRIS LAWRENCE/INTERIM
Print Name/Title GENERAL MANAGER