

**Pole Attachment and Joint Use License Agreement
Between
Columbia Basin Electric Cooperative, Inc.
and
Gilliam County (“Licensee”)**

This POLE ATTACHMENT AND JOINT USE LICENSE AGREEMENT (“Agreement”), dated _____, 2024, for the joint use of facilities is between Columbia Basin Electric Cooperative, Inc. (“Grantor”), a cooperative association with the State of Oregon, and Gilliam County, a political subdivision of the State of Oregon (“Licensee”). Hereinafter, either party may be referred to individually as Grantor, Licensee, Party, or collectively as Parties in accordance with the context.

RECITALS

A. Grantor owns, operates, maintains, and controls certain utility poles (hereinafter “Poles”) within the State of Oregon for the purpose of providing electric transmission and distribution service and related activities.

B. Licensee proposes to place and maintain aerial cables, fiber, wires, and associated facilities (hereinafter called “Facilities” or “Attachments”) at specific locations in Grantor’s service area and desires to attach such Facilities to Poles owned and maintained by Grantor.

C. Grantor is willing to permit, to the extent it may lawfully do so, the attachment of Licensee’s Facilities to its Poles on a non-exclusive basis, where, in Grantor’s sole judgment, and in accordance with industry standards (NESC, OUCC/OUNC Standards Manual where applicable, etc.) and applicable laws, safety will not be adversely affected and such use will not interfere with Grantor’s own service requirements and with the rights and privileges of other parties using Grantor’s Poles.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, terms and conditions hereinafter contained, the Parties hereto do hereby mutually covenant and agree as follows:

ARTICLE I
Scope of Agreement

1.1 General Scope.

This Agreement shall be in effect and shall apply to all Attachments made by Licensee to Poles owned by Grantor now existing or hereinafter erected and such Poles are included within the scope of this Agreement in accordance with the

procedures hereinafter set forth. Grantor, in its sole judgment, reserves the right to exclude any of its Poles from joint use based on reasons of capacity, safety, reliability, and generally applicable engineering standards, or in the event, in Grantor's sole determination, the Attachment will or could violate applicable state or federal statutes, rules, policies, or safety standards.

1.2 Rights of Parties.

The rights and privileges of the Licensee shall be subject to the rights and privileges of others upon whom Grantor has conferred contractual rights or privileges to use its Poles prior to the execution of this Agreement, or predecessors to this Agreement. Nothing contained in this Agreement shall be construed as a limitation against Grantor with respect to any preexisting agreement with others not parties to this Agreement. The rights of Licensee at all times shall be subject to any such prior agreement. However, the rights of any parties to which Grantor confers occupancy on its Poles after Licensee, shall be subject to the rights of Licensee set forth in this Agreement so long as this Agreement shall be in force and effect.

1.3 Licensee's Rights Nonexclusive.

Subject to the provisions of this Agreement, Grantor agrees to grant to Licensee a license for the nonexclusive right to attach its Facilities to certain designated Grantor's Poles.

1.4 Authorizations Required.

Licensee shall secure all authorizations and franchises required by any governmental authority or landowner for the construction, installation, operation, and maintenance of its Facilities.

ARTICLE II Definitions

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

2.1.1 Pole – A utility pole owned and maintained solely by Grantor.

2.1.2 Basic Pole – A thirty-five (35) or forty (40) foot pole.

2.1.3 Attachment – Has the meaning given in ORS 757.270 and 759.650.

2.1.4 NESC – The National Electrical Safety Code.

2.1.5 OPUC – Public Utility Commission of Oregon.

2.1.6 Pole Requirements – Include applicable statutes, rules, guidelines,

policies, final orders from the OPUC, or applicable safety standards.

- 2.1.7 Pattern of Non-Compliance – Means a course of behavior that results in frequent, material violations of any of the Pole Requirements or this Agreement.

ARTICLE III Reservation of Dominant Use

3.1 Predominant Grantor Use.

On any Pole on which Licensee may be permitted to attach its Facilities, Grantor specifically reserves its right to maintain its own facilities for its electric service obligations and other cooperative activities and to operate its own equipment thereon in such a manner as will best enable it to fulfill its own service requirements. Grantor shall not be liable to Licensee for any interruption of Licensee's service or any interference with the operation of Licensee's Facilities in any manner except by negligence of Grantor, its agents, employees, or contractors.

ARTICLE IV Application for Attachment

4.1 Permit Application Required.

Licensee shall not attach any of its Facilities (except for service drops) to Grantor's Poles without first having made an application to Grantor (in a form acceptable to Grantor) and in receipt of express written permission from Grantor to install Facilities.

Unpermitted Attachments are subject to Unauthorized Attachment Charges per Section 5.3.

4.2 Application Procedure.

Whenever Licensee desires to attach its Facilities to any Grantor Pole, Licensee shall make application for a permit using the current Joint Use Pole Attachment Permit Application Form specified by Grantor. The applicant must provide specific engineering calculations, reasonably acceptable to Grantor, for each proposed Attachment or modification. Grantor will provide notice to applicant within fifteen (15) days of application receipt date confirming receipt and listing any deficiencies or missing information. If, in Grantor's sole judgment, joint use is undesirable for reasons of capacity, safety, reliability, and generally applicable engineering purposes, Grantor shall have the right to reject the application and refuse joint use or condition approval of the application as needed to address capacity, safety, reliability, or engineering concerns. Grantor shall reply to applicant within forty-five (45) days whether application is approved, approved with modifications or conditions, or denied. If the Grantor denies the permit application, the Grantor must state in detail the reasons for denial. If the

application is approved, Grantor shall confirm that approval to Licensee, and Licensee shall have the right as a Licensee hereunder to affix such Attachments in accordance with the application as approved, in compliance with the specification, terms and conditions of this Agreement, and in compliance with all Pole Requirements.

4.2.1 Service Drop.

Licensee must apply for a permit within seven (7) days of the attachment of a service drop and install the service drop in compliance with all Pole Requirements.

4.2.2 Other Applications.

Grantor shall use commercially reasonable efforts to respond to Licensee's completed application within forty-five (45) days of receipt. If Grantor receives competing applications, Grantor will receive on a first-come, first-serve basis. If the application is approved, Licensee shall have the right as licensee hereunder to affix such Attachments in accordance with the application, as approved, and in compliance with the specifications, terms, and conditions of this Agreement, and in compliance with all Pole Requirements.

4.2.3 Negotiated Time for Review for Large Requests.

If applicant requests Attachments for fifty (50) poles, or one-tenth of one percent (0.10 percent) of the owner's poles, whichever is less, over any thirty (30) day period, Grantor and Licensee shall determine a mutually satisfactory time period for application review and decision process.

4.3 Overlash of New Facilities.

Licensee shall be allowed to overlash new Facilities onto Licensee's existing Facilities if, in Grantor's determination, there is adequate Pole strength and such action will not impair Grantor's operational needs with respect to capacity, safety, reliability, and generally applicable engineering purposes. Overlashing new Facilities onto Licensee's existing Facilities is a modification to an existing Attachment and will require an application for a permit and engineering calculation data as provided in Article 4.2. Grantor shall determine whether Licensee's Facilities overlashed onto existing Facilities will be charged a separate annual Attachment fee as part of Grantor's review of a completed application. Only overlashed facilities occupying a separate attachment height in the usable space of a pole will be subject to any such potential separate annual Attachment fee.

4.4 Application Planning.

Each application shall involve sufficient planning by Licensee to ensure compliance with NESC in Oregon and all Pole Requirements during construction and upon completion. The application shall include sufficient design drawings and specifications so that qualified personnel can safely make the Attachments in compliance with the aforementioned standards and this Agreement. Licensee shall only

use trained qualified persons to work on all Pole installations. Qualified persons shall mean persons properly trained and knowledgeable in applicable NESC rules, as applicable, and such persons must be able to demonstrate competence as required by the Pole Requirements. They shall also be trained to recognize and prevent any violations and conflicts and to keep working clearances from energized lines and equipment. Upon completion of the installation, Licensee shall give written certification to Grantor that the Facilities are complete and comply with the NESC and all Pole Requirements.

4.5 Installation Time Limits.

Unless Grantor agrees to an extension in writing, Licensee shall complete the installation of its Facilities upon the Poles covered by each approved individual application within one hundred eighty (180) days of such approval. In the event Licensee should fail to complete the installation of the Facilities within the prescribed time limit, the permission granted by Grantor to place the Facilities upon the Poles shall thereupon be automatically revoked without any further act by Grantor, and Licensee shall not have the right to place the Facilities upon the Poles without first re-applying for and receiving written permission to do so. Prior to the close of the one hundred eighty (180) day window for installation, Licensee may request up to a ninety (90) day extension, if necessary, upon a showing of good cause. Licensee shall notify Grantor within thirty (30) days of the completion of each installation.

4.6 Make Ready Pole Modification; Replacements.

Whenever any Pole to which Licensee seeks to attach its Facilities must be modified or replaced to accommodate both Licensee's Facilities and Grantor's existing attachments, as well as the attachments of other pre-existing occupants, or where modification is required by revisions to applicable safety codes, Grantor will provide Licensee with a detailed estimate of make ready work it determines to be necessary to prepare the Pole for Licensee's Facilities and an estimate of time required for the make ready work. After receiving this estimate, if Licensee still desires to make or continue its Attachments, Licensee shall notify Grantor within fifteen (15) days of receiving such estimate of such continuing desire to attach, and shall pay to Grantor any required advance payment for such make ready work, which may include engineering, materials (including Poles and associated hardware), cost of removal (less any salvage value), and the expense of transferring Grantor's facilities from the old to the new Poles. Where the advance payment of estimated expenses made to Grantor by Licensee for both make ready work or Pole replacements is less than the cost of work described above, Licensee agrees to pay Grantor all sums due in excess of the amount of the advanced payment. Where the advanced payment of estimated expenses made to Grantor by Licensee exceeds such costs, Grantor agrees to refund the difference to Licensee. Licensee shall also make satisfactory arrangements with the owner or owners of other facilities attached to said Poles for the transfer or rearrangement of such other facilities. Grantor shall commence all requested make ready and Pole replacement work within forty-five (45) days of receiving any work request confirmation and any required advanced payment from Licensee. Work may be performed by a mutually acceptable

party if Grantor cannot meet the time frame for make ready work. The Parties shall negotiate a mutually agreeable completion schedule for make-ready and/or Pole replacement work that will require more than forty-five (45) days or is outside of the ordinary and normal course of business.

4.7 Cost Allocation Among Multiple Users.

When applications to occupy the same Pole have been received from two or more prospective occupants, including Licensee, before any such occupant is given a license, and, if to accommodate their respective attachments on the Pole it would be necessary to rearrange existing attachments or replace the Pole, the applicable costs of rearrangement or replacement incurred in conjunction with such simultaneous applications shall be prorated equitably among such simultaneously attaching parties.

4.8 Revisions to Safety Codes.

The requirements of the National Electrical Code and National Electrical Safety Code are revised on a periodic basis as required by development and improvements in the industry. Should any such revision require relocation or replacement of existing Licensee Facilities, Licensee shall comply with such requirements in a timely manner. New Facilities must be installed in compliance with all Pole Requirements. Grantor shall require Licensee to meet such specifications found in standards and practices as are uniformly applied to all parties similarly attached to Grantor's Poles.

4.9 Non-Interference with Grantor Facilities.

Licensee at all times shall ensure that its agents, servants, employees or contractors or contractor's employees do not interfere with Grantor's wires, attachments, and other facilities attached to or supported by Poles covered by this Agreement. For safety purposes, Licensee shall not enter or cross Grantor's designated area on Grantor's poles without express prior written approval of Grantor. Any unauthorized intrusion in Grantor's designated area shall be a material violation of this Agreement. Each Party shall exercise reasonable precautions to avoid damage to the facilities of the other. Without limiting the foregoing, Licensee's Attachment design shall allow the appropriate climbing space per NESC for Grantor personnel. Licensee's satisfactory performance under this section is a material term of this Agreement.

4.10 Changes or Modifications to Existing Attachment.

Licensee shall not make any spacing or structural changes or modifications to Grantor's existing attachments or Licensee's existing Attachments without having written permission from Grantor. Licensee shall make application to Grantor for such modifications as provided in Article IV.

ARTICLE V

Unauthorized Attachments

5.1 Application for Unauthorized Attachments.

If Licensee attaches its Facilities without permission, without following a procedure or requirement which is substantially in accordance with this Agreement, or without compliance with the Pole Requirements, such Attachment shall constitute an "Unauthorized Attachment". If any of Licensee's Facilities for which no permission to attach has been issued by Grantor shall be found attached to Grantor's Poles, Grantor may require Licensee to submit, within sixty (60) days after the date of notification from Grantor of the Unauthorized Attachment, a Pole Attachment Application form. If the Licensee fails to correct the Unauthorized Attachment within one hundred eighty (180) or more days, then the Grantor may request an order from the OPUC authorizing removal of the Licensee's Attachments. Nothing in this section precludes a Party from pursuing other legal remedies.

Further, should the Grantor discover, at any time, an Attachment that is permitted, but otherwise in violation of the terms and conditions of this License Agreement, the Grantor shall notify Licensee, and excepting emergency and/or safety situations, Licensee shall provide a cure plan within sixty (60) days after the date of such written notification and/or correct the non-compliance within one hundred eighty (180) days of the notification. In those instances where Licensee's failure to conform to the terms and conditions of this Agreement result in an emergency and or safety situation, the Grantor may, but is not required to, cure the situation and/or remove Licensee's Facilities at Licensee's sole risk and expense.

In either case, the Unauthorized Attachment(s) may be subject to an Unauthorized Attachments Charge as described in section 5.3.

5.2 Failure to Act.

No act or failure to act by Grantor with regard to an application submitted pursuant to section 5.1 shall be deemed ratification or the granting of permission to attach the Unauthorized Attachment. If any permission should be subsequently issued, said permission shall not operate retroactively or constitute a waiver by Grantor of any of its rights under this Agreement, and Licensee shall be subject to all charges, liabilities, obligations, and responsibilities in regard to any Unauthorized Attachment(s).

5.3 Unauthorized Attachments Charge.

The Parties agree that any Unauthorized Attachment may be subject to an Unauthorized Attachments Charge. The notice requirements and sanction amounts as provided by OPUC Rules and Regulations shall apply to all such Attachments. Payment of an Unauthorized Attachments Charge is a material term of this Agreement.

ARTICLE VI

Rules and Policies

6.1 Specifications.

With respect to Oregon, the joint use of the Poles covered by this Agreement shall be placed and maintained in order to comply with the American National Standards Institute, and the latest edition of the NESC as adopted by Oregon Revised Statutes and the administrative rules and policies adopted by the OPUC and any other governing authority having jurisdiction over the rules and practices of Grantor, or Grantor's Poles.

6.2 Identification of Facilities.

Licensee shall clearly mark and identify all of its Facilities attached to Grantor's Poles using a method pre-approved by Grantor or as prescribed by the OPUC or the Oregon Joint Use Association (OJUA). This identification shall begin with new Attachments when this Agreement is signed. All existing Attachments (if any) shall be tagged on a maintenance basis unless the aforementioned regulatory bodies require identification to be completed in a shorter time period.

ARTICLE VII

Easements and Rights-of-Way

7.1 No Warranty.

Grantor does not warrant or assure to Licensee any government authorizations or franchises, nor does Grantor warrant or assure any ownership of a property right which permits attachment of Licensee's Facilities. If Licensee shall at any time be so prevented from placing or maintaining its Attachment on Grantor's Poles, no liability shall attach to Grantor. Nonetheless, the Parties agree to cooperate, in a commercially reasonable manner, to assist one another in acquiring the necessary rights of way and/or easements.

ARTICLE VIII

Maintenance, Replacements, Relocations and Removals

8.1 Inspection of Facilities.

Licensee shall comply with all Pole Requirements regarding inspection of its Facilities and shall provide Grantor with a copy of its inspection policies and work practices prior to beginning to attach or within thirty (30) days after Licensee's application is approved, whichever is earlier. Grantor shall have the right to inspect each installation of Licensee's Facilities upon such Poles and to make periodic inspections of Licensee's Facilities as it deems necessary. The Grantor reserves the right to charge the Licensee for the expense of any post construction field inspections. Without limiting the foregoing, and notwithstanding any other term or provision of this Agreement, should such inspections determine a Pattern of Non-Compliance with the terms and requirements of this Agreement, such non-compliance shall be grounds for termination

of this Agreement. Such inspections, whether made or not, shall in no manner relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement.

8.2 Pole Movement.

Whenever it is necessary in Grantor's sole judgment to replace or relocate a Pole, Grantor shall, except in emergencies or under a condition where there is a threat to the safety of the public or Grantor's employees, give Licensee forty-five (45) days' written notice thereof to transfer its Attachments to the new or relocated Pole. In an emergency, verbal notice will be attempted except after-hours emergencies for which no notice is required, and subsequently confirmed in writing. Should Licensee fail to transfer its Attachments to the new or relocated Pole at the time specified, Grantor may elect, but shall not be required, to do such work, and Licensee shall pay Grantor the cost thereof. In the event Licensee fails to transfer its Attachments and Grantor does such work, Grantor shall not be liable for any loss or damage to Licensee's Facilities which may result, except for cases of gross negligence of the Grantor. Licensee shall bear the cost of transferring its Attachments, and Grantor shall bear the cost of transferring its Poles and attachments.

8.3 Condition of Attachments.

Licensee shall at all times maintain all of its Attachments in accordance with this Agreement and shall keep them in good repair.

8.4 Conformance with Specifications.

Any existing joint use construction of Licensee which does not conform to the specifications set forth in this Agreement shall be brought into conformity as soon as reasonably practicable. Should Licensee fail to comply within a reasonably practicable time after written notice from Grantor, Grantor may elect to do such work and Licensee shall pay Grantor the cost thereof.

8.5 Licensee Assumption of Responsibility.

Licensee expressly assumes responsibility for determining the condition of all Poles to be climbed by Licensee's employees, contractors, or employees of contractors. Grantor disclaims any warranty or representation regarding the condition and safety of the Grantor's Poles and appurtenances. Notwithstanding the above, Grantor shall notify Licensee of any unsafe condition on any of the Facilities if Grantor has actual knowledge or notice of such unsafe condition. Likewise, Licensee shall notify Grantor of any unsafe condition on any of the Facilities if Licensee has actual knowledge or notice of such unsafe condition.

8.6 Replacement Poles with Increased Height or Strength for Licensee's Benefit.

Should Grantor replace any Poles because of deterioration or the requirements of public authorities or property owners, or in Grantor's sole judgment for the benefit

of its system, and should Licensee desire to occupy the new Pole, Licensee shall reimburse Grantor for the cost of any increment of pole height or strength provided specifically for Licensee's sole requirements over and above the pole height and strength required by Grantor and/or a Basic Pole.

8.7 Increased Pole Space Requirements.

Should Grantor replace any Poles because of increased requirements of more than one pole occupant, including Licensee, Licensee shall be responsible for its transfer costs from the old Pole to the new Pole and for Grantor's costs on a pro rata basis with other pole occupants. In any case where facilities of Grantor are required to be rearranged on the Poles of Grantor to accommodate the Attachments of Licensee, Licensee shall pay to Grantor the total cost incurred by Grantor in rearranging such facilities.

8.8 Licensee Transfer of Attachments.

Licensee, at its own expense and risk, shall place, transfer and rearrange its own Attachments, place guys and anchors to sustain any unbalanced loads caused by its own Attachments, and perform any tree trimming incidental thereto, but in no event shall install guys and anchors beyond the boundaries of any easement granted to Grantor unless Licensee shall have its own easement authorizing it to do so. Licensee at all times shall perform such work promptly and, in such manner, as to not interfere with the service of Grantor or other pole occupants.

8.9 Noninterference with Grantor Circuits.

Licensee expressly agrees that Grantor's circuits are to continue in normal operation during Licensee's performance of any construction or maintenance, and that Licensee is to provide and use all protective equipment necessary for the protection of Licensee's employees, contractors, and equipment, and Licensee shall guard against interference with normal operation of Grantor's circuits.

8.10 Licensee Cooperation with Grantor for Pole Replacement or Relocation.

Licensee shall coordinate with Grantor for any replacement and/or relocation work provided for under the terms of this Agreement, including, without limitation, Pole repairs or replacements necessitated by damage to the Poles from the actions of third parties. Such cooperation shall include de-energizing Licensee's lines at Grantor's request to facilitate such work.

ARTICLE IX Anchors

9.1 Separate Anchors.

Where the anchor requirements of Licensee and Grantor are coincident with respect to certain Poles, the strains of Licensee's equipment and of Grantor's

equipment on said Poles may be held by the same anchors, and Licensee shall, at its expense, provide such guys as are required to hold the strains of its Facilities upon said Poles. In individual cases, Grantor may require Licensee, at its expense, to provide and maintain separate anchors and guys to hold the strains of its Facilities upon said Poles. Under no circumstances shall Licensee attach to Grantor anchors without express written permission.

9.2 Adequate Anchor Strength.

In those cases where any existing Grantor-owned anchors are inadequate to hold Licensee's strains and separate anchors are not desired or anchors in use are inadequate to hold additional Facilities on said Poles and said anchors would have been adequate to hold the additional strains if Licensee's strains were removed therefrom, Grantor may cause the existing anchors to be replaced with adequate anchors and guys at the expense of Licensee. Licensee agrees to reimburse Grantor for any expense thereby incurred.

ARTICLE X Abandonment of Poles and Removal of Attachments

10.1 Notice Required for Removal of Attachments.

Licensee, at any time may remove its Facilities from any of Grantor's Poles and, in such case, Licensee shall immediately give Grantor written notice of such removal identifying from what locations and on what date equipment was removed.

10.2 Charge for Failure to Provide Notice

If Licensee removes Facilities without providing notice to Grantor, and Grantor later discovers that Facilities have been removed, Grantor shall charge Licensee a fee of up to five hundred dollars (\$500), representing the approximate cost for inspection. The fee is both a penalty for failure to provide notice and to compensate Grantor for costs of inspection.

10.3 Treatment of Grantor's Poles Following Removal of Facilities.

In the event any of Licensee's Facilities are removed from any of Grantor's Poles according to the guidelines set forth herein, Licensee shall immediately treat all abandoned holes with an industry acceptable wood preservative and repair such facilities as reasonable and appropriate. All holes in Grantor's wood Poles shall be plugged with treated wood doweling with a diameter of one sixteenth (1/16th) inch greater than the diameter of the hole. If Licensee does not treat any such holes as set forth above within thirty (30) days of facility removal from said Pole, Grantor will treat all abandoned holes and charge Licensee for the associated costs.

10.4 Effect of Grantor's Removal of Attachments.

Removal of Licensee's Facilities by Grantor from any of Grantor's Poles in

accordance with this Agreement shall constitute a termination of Licensee's privilege to use such Poles. Following Grantor's removal of Licensee's Facilities from Grantor's Poles, if Licensee desires to attach Facilities to such Poles, Licensee must make a new permit application to Grantor, as provided in Article IV.

10.5 Pole Abandonment.

If Grantor desires at any time to abandon any Pole(s), it shall give Licensee notice in writing or in electronic form to that effect at least thirty (30) days prior to the date on which Grantor intends to abandon such Pole(s). If Licensee desires to maintain its Attachments, then Licensee shall notify Grantor and Grantor shall sell the Pole(s) to Licensee. If Licensee does not desire to maintain its Attachments, then Licensee shall remove its Attachments prior to the date on which Grantor intends to abandon the Pole(s). If, at the expiration of such notice period, Licensee has not removed all of its Attachments from such Poles, Grantor may remove Licensee's Attachments and charge Licensee the actual costs for such removal. Should Licensee exercise the option to buy the Pole, as specified herein, Licensee agrees and understands that it shall assume total responsibility for, and hold Grantor harmless therefrom, Pole maintenance, replacement and/or disposal requirements mandated by state and/or federal law.

Licensee recognizes and acknowledges that it is taking title to the Pole for all purposes. Licensee further recognizes and acknowledges that utility poles and related items may contain various hazardous chemicals or properties and that Licensee shall become familiar with the terms of the appropriate material safety data sheet and agrees to comply with such terms and all directions contained therein or otherwise required by state and federal law regarding the maintenance, replacement and/or disposal of the Pole. Licensee also understands the Grantor does not warrant, guarantee or imply that such Poles possess sufficient mechanical strength as required by any use of Licensee. Additionally, Licensee agrees and understands the Grantor makes no representations or guarantees concerning any right to occupy the premises where the Pole is currently located upon the removal of Grantor's facilities.

ARTICLE XI

Rentals, Charges and Rates

Parties that have executed a Pole Attachment and Joint Use License Agreement may reserve a portion of the capacity on designated Grantor's Poles where a party's Facilities are proposed to be placed by providing Grantor with a list of the proposed locations. No rental fees shall be required until the capacity on Grantor's Poles becomes fully subscribed (i.e., the capacity of the poles at issue are fully reserved) or the party applies to Grantor for an attachment under Article IV and begins placing its Facilities on Grantor's Poles, whichever comes first. Under circumstances where the capacity of the poles at issue are fully reserved, Licensee may terminate its Pole Attachment and Joint Use License Agreement releasing its capacity reservation and pay no rental fees; however, Licensee will have no right to use Grantor's poles until another Pole Attachment

and Joint Use License Agreement is executed. The appropriate rental fee shall be calculated and billed as set forth in this Article XI.

11.1 Rental Rate.

Licensee shall pay to Grantor rental fees, on an annual basis. The rental fee shall be calculated using the OPUC attachments rental formula then in effect. For purposes of this Agreement, a fee shall be charged for "Authorized Attachment Space." Authorized Attachment Space shall mean the usable space occupied by one or more Licensee Attachments on Pole. For purposes of this Agreement, a rental occupancy on a pole shall mean the use, or maintenance of a reservation when capacity is fully reserved, by Licensee of linear pole space of one foot in length or less. Accordingly, the use of seventeen inches would be two rental occupancies and the use of thirty-five inches would be three rental occupancies. There shall be no pro-ration of rentals for partial years except as set forth in Section 11.2.

The rental rate shall be calculated annually based on the Authorized Attachment Space per Pole existing as of December 31. Charges in addition to the annual rental rate may be charged for "Unauthorized Attachments" as provided in paragraph 5.3 hereof, and for other charges as set forth in the Agreement.

11.2 Billing Cycle.

Annual billings shall be rendered on or before April 1 of each year based on the Authorized Attachment Spaces per Pole existing as of December 31 of the prior year. The bill rendered on April 1 of a calendar year shall represent the rental fee for the calendar year in which the bill is rendered and shall be based on the cost and rental occupancy data for the prior calendar year.

For the first partial year in which this Agreement is in effect, a modified billing cycle will apply. The billing cycle shall be pro-rated to reflect less than a full year and shall begin on the date on which Licensee begins attaching its Facilities to Grantor's Poles, and will continue through the end of the calendar year. In this modified billing cycle, the rental fee shall be calculated based on Grantor's cost data as of December 31 of the prior year, and the estimated number of Licensee's rental occupancies to be attached during that partial year. The rental fee for the first partial year will be invoiced at the time Licensee begins attaching its Facilities to Grantor's Poles. When Licensee completes the installation of its Facilities, Licensee shall notify Grantor regarding completion and provide Grantor with actual rental occupancy information and any adjustments to the rental fee amount for the first partial year will be made accordingly. If the adjusted invoice is greater than the rental fee based on estimated rental occupancies, Licensee agrees to pay Grantor all additional sums due, and if the adjusted invoice is less than the rental fee paid by Licensee based on estimated rental occupancies, Grantor agrees to credit the difference to Licensee for the following year.

11.3 Delinquent Payments.

Rental bills shall be considered delinquent if not paid within thirty (30) days of

the billing date and shall accrue interest as specified in Section 25.1. Nonpayment of any amount due under this Section shall constitute a default of this Agreement if such amount remains unpaid ten (10) days after receipt of written notice of such nonpayment. Notwithstanding the foregoing, in the event of a bona fide dispute regarding the amount owed by Licensee, the disputed amount only shall be escrowed by Licensee until the amount actually owed is determined and the Licensee shall promptly pay any amounts undisputed from the total billing.

11.4 Pole Attachment Inventory.

Licensee shall keep a perpetual inventory of the total number of Licensee's Authorized Attachment Spaces and Attachments on Grantor's Poles and shall certify the same to the Grantor as true, correct, and complete each December 31, or at any time upon request from Grantor.

11.5 Payment.

Unless specifically provided for elsewhere in this Agreement, all non-rental amounts payable under this Agreement, such as for make-ready work, rearrangement, relocation or abandonment, shall be due and payable within thirty (30) days of billing by Grantor.

11.6 Electric Power.

In the event that Licensee requires a source of electric energy for power supplied to a telecommunications system, and Grantor is able to supply the energy, such energy shall be supplied by Grantor in accordance with the provisions of its standard service extension policies and established electric rates for Licensee's class of service.

11.7 Most Favorable Rate for Fiber.

In the event that Grantor requires the use of fiber for Grantor's cooperative purposes, and Licensee has fiber available, Licensee agrees to provide Grantor fiber and charge Grantor for use of such fiber at the most favorable rate Licensee currently offers to other customers in similar markets. If Licensee subsequently provides a more favorable rate to other customers in the same market or a comparable market, Licensee agrees to adjust the rate charged to Grantor accordingly to reflect the revised rate.

11.8 Sanctions.

Licensee shall be subject to the sanctions provided for in Chapter 860 of the Oregon Administrative rules.

ARTICLE XII Safety

12.1 Licensee Practices.

Licensee shall have written standard practices that address construction standards to be followed in attaching Facilities to Grantor's Poles. The standards should specify any obligations that exceed NESC regulations. These standards shall be made readily available to requesting entities. Licensee's satisfactory performance under this section is a material term of this Agreement.

12.2 Conflicts with Electric Lines.

Grantor shall provide Licensee written notice of discovery of any violations of NESC, or other Pole Requirements. In some instances, the NESC requires that qualified electrical workers perform the work. In that event, Licensee shall either hire qualified contractors or pay Grantor to perform the work. Licensee shall also be subject to OPUC sanctions for failure to comply with applicable safety rules administered by the OPUC. Violations and conflicts to electric lines shall be corrected in a prompt manner by Licensee if Licensee created the violation. Failure by Licensee to act in a prompt and responsible manner may result in Grantor taking appropriate measures to correct the safety violations involved and Licensee shall be responsible for all costs associated with the correction thereof. In such cases, the inspection, design, repair, and coordination charges shall be borne by Licensee if it failed to perform necessary duties required by state and local statutes, ordinances, or administrative rules and regulations.

ARTICLE XIII

Record Keeping and Administration

13.1 Requirements.

Licensee shall perform the necessary administration and record keeping required by this Agreement and NESC rules now existing, or hereafter revised or amended, to ensure that activities and responsibilities are properly carried out.

ARTICLE XIV

Damage; Reporting

14.1 Damage Reporting.

Licensee shall exercise reasonable precautions to avoid causing damage to the facilities of Grantor and shall assume responsibility for the damages caused by Licensee in accordance with applicable law. In the event damage is caused by Licensee, Licensee shall make a prompt report of the occurrence to Grantor and shall reimburse Grantor for the expense to repair the damage, including Grantor's reasonable associated overhead, caused by Licensee. To the maximum extent permitted by applicable law, in no event will either Party be liable to the other for any indirect damages, including but not limited to loss of profits due to service interruptions.

ARTICLE XV

Third Party Uses

15.1 Noninterference.

Nothing contained herein shall be construed as affecting any rights or privileges conferred by Grantor, by contract or otherwise, to others not a party to this Agreement to use any facilities or Poles covered by this Agreement. Grantor shall have the right to continue to extend such rights and privileges. The privileges granted herein to Licensee shall at all times be subject to any such contracts and arrangements, including extensions thereof. Should any other party claim a prior right covered by this Agreement, and such claim be upheld by a court of proper jurisdiction, Licensee shall make no claim against Grantor for damages, or otherwise, on account thereof.

ARTICLE XVI Indemnification and Insurance

16.1 Indemnification.

Licensee shall indemnify, protect, save harmless and insure Grantor from and against any and all claims and demands for damages to property, and for injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits as well as any claims or damages for failure to acquire a property right or have authority to attach or permit attachment to Grantor's Poles, and including all expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the erection, maintenance, use, rearrangement or removal of the Attachments of Licensee's equipment or Facilities to Grantor's Poles or by any act or omission of Licensee, its agents and employees on or in the vicinity of Grantor's Poles.

16.2 Insurance Requirements.

At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as described below and shall provide Certificates of Insurance to Grantor evidencing the coverages set forth below:

16.2.1 Workers' Compensation and Employers' Liability Insurance. Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than five hundred thousand dollars (\$500,000) for each occurrence. Licensee shall require contractors, subcontractors and others not protected under its insurance to obtain and maintain such insurance.

16.2.2 Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: Premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, and independent contractor's coverage. Limits of liability not less than two million dollars (\$2,000,000) general aggregate, two million

dollars (\$2,000,000) products/completed operations aggregate, one million dollars (\$1,000,000) personal injury, one million dollars (\$1,000,000) for each occurrence.

16.2.3 Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than one million dollars (\$1,000,000) each occurrence, one million dollars (\$1,000,000) aggregate.

16.2.4 Umbrella Liability Insurance. Coverage to be in excess of employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than five million dollars (\$5,000,000) each occurrence, five million dollars (\$5,000,000) aggregate.

16.2.5 Property Insurance. Licensee will be responsible for maintaining property insurance on its own Facilities, buildings and other improvements, including all equipment, fixtures, and utility structures, fencing, or support systems that may be placed on, within, or around the owner's facilities to fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance, or shall self-insure such exposures.

ARTICLE XVII

Term of Agreement and Assignment

17.1 Five Year Term.

The effective date of this Agreement is the date first written above. This Agreement shall continue in effect for five (5) years from the effective date. This Agreement shall automatically renew from year to year unless terminated by either Party by written notice not less than one hundred eighty (180) days prior to the end of the initial termination date or any annual extension thereof.

17.2 Removal of Facilities Upon Termination.

Upon termination of this Agreement, Licensee shall remove its Attachments and Facilities from Grantor's Poles within one hundred eighty (180) days after the effective date of such termination. Should Licensee fail to comply, Grantor may request an order from the applicable regulatory body authorizing removal of Licensee's attachments. In the event that Grantor removes Licensee's Attachments, Licensee shall pay Grantor's costs for such removal. This section does not preclude a Party from pursuing other legal remedies.

17.3 Survival of Obligations.

Any termination of this Agreement in whole or in part shall not release either Party from any liability or obligation hereunder, whether of indemnity or otherwise, which may have accrued, or which may be accruing at the time of or prior to termination.

17.4 Assignment.

Licensee may not assign its rights under this Agreement to any other person or entity without Grantor's prior written consent, which consent shall not be unreasonably withheld so long as Licensee's Attachments do not violate applicable state or federal statutes, rules, policies, or safety standards and all accounts are current. Provided, however, Licensee may assign its rights under this Agreement to any parent-subsiary or affiliated company with common ownership of ten percent (10%) or more without obtaining Grantor's consent subject to Licensee's continued liability for obligations of Licensee pursuant to this Agreement.

ARTICLE XVIII Default and Dispute Resolution

18.1 Notice of Default; Cure.

If Licensee shall fail to comply with any of the material provisions of this Agreement or should default in any of its obligations under this Agreement, and shall fail within thirty (30) days after written notice from Grantor to correct or undertake to correct and proceed with reasonable diligence and in good faith to correct such noncompliance or default, Grantor may, at its option, and with a thirty (30) day written notice, declare this Agreement to be terminated in its entirety, or may terminate the license covering the Attachment or Attachments in respect to which such default or noncompliance shall have occurred. Excepting safety and/or code related defaults, if the default is of such a nature that it cannot be corrected within thirty (30) days, Licensee's obligation hereunder is satisfied if Licensee begins correction within thirty (30) days and provides a reasonable plan and work schedule and commitment to finish the correction promptly.

18.2 Corrective Work by Grantor.

If Licensee shall default in the performance of any work which it is obligated to do under this Agreement, Grantor may elect to do such work, and Licensee shall reimburse Grantor for the cost thereof.

18.3 Dispute Resolution.

In the event of a dispute between Parties, the Parties agree to attempt to resolve the dispute informally. In the event that Parties are not able to resolve the dispute informally within thirty (30) days, the Parties agree to seek resolution with the OPUC. If the Parties mutually agree, resolution may be sought from the Oregon Joint Use Association.

18.4 Venue for Litigation.

In the event suit or action is instituted to enforce or interpret any of the terms of this Agreement, the parties agree that proper venue for said action or suit shall lie in the County of Gilliam, State of Oregon.

ARTICLE XIX
Ownership Rights

19.1 License Only.

No use, however extended, of any of the facilities under this Agreement shall be used or construed to create or vest in Licensee, any ownership or property rights therein, but Licensee's rights therein shall be and remain a license and subject to the terms of this Agreement.

ARTICLE XX
Notices

20.1 Delivery.

Unless otherwise provided in this Agreement, any notice, request, consent, demand or statement which is contemplated to be made upon either Party by the other Party under any of the provisions of this Agreement, shall be in writing and shall be treated as duly delivered when it is either (a) personally delivered to the office of Grantor in the case of notice to be given to Grantor, or personally delivered to the office of Licensee in the case of notice to be given to Licensee; or (b) sent electronically with a written follow-up; or (c) deposited in the United States Mail or recognized mail carrier and properly addressed to the Party to be served as follows:

(a) Licensee:

Name: Cris Patnode
Title: County Judge
Company Name: Gilliam County
Company Address: PO Box 427, 221 S. Oregon St., Condon, OR
97823
Office Phone: 541-351-9499
Email: cris.patnode@co.gilliam.or.us

(b) Columbia Basin Electric Cooperative Inc.

Andy Fletcher, CEO/General Manager
Columbia Basin Electric Cooperative, Inc.
171 Linden Way
P.O. Box 398
Heppner OR 97836-0398
Office: 541-676-9146
Email: andyf@columbiabasin.cc

ARTICLE XXI
Supplemental Agreements

21.1 Amendment or Supplement.

This Agreement may be amended or supplemented at any time upon written agreement by the Parties hereto.

ARTICLE XXII
Payment of Taxes

22.1 Each Party shall pay all taxes and assessments lawfully levied on its own property. Any tax, fee or charge levied on Grantor's Poles solely due to Licensee's actions or use shall be the responsibility of and paid by the Licensee. The payment of taxes is a material term of this Agreement.

22.2 Licensee agrees that if any tax, fee or charge is levied against Grantor solely due to Licensee's equipment or Facilities being on Grantor's Poles, and Grantor pays said tax, fee or charge, Licensee will reimburse Grantor the full amount of said tax, fee, or charge.

ARTICLE XXIII
Supplying Information

23.1 Changes.

Licensee shall promptly report to Grantor any changes made in the number of Grantor's Poles used by Licensee and/or the number of Licensee's Attachments to Grantor's Poles.

ARTICLE XXIV
Waiver of Terms or Conditions

24.1 Waiver.

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 such conditions and terms shall remain at all times in full force and effect.

ARTICLE XXV
Interest and Payments

25.1 Due Date; Interest.

Unless otherwise provided herein, all amounts to be paid by Licensee to Grantor under this Agreement shall be due and payable within thirty (30) days after an itemized statement is presented to Licensee. Any payment not paid within thirty (30) days from

the due date shall bear interest at the rate of one and one-half percent (1.5%) or the maximum rate permitted by law, whichever is less, per month until paid.

ARTICLE XXVI
Prior Agreements

26.1 Integration.

This Agreement supersedes and replaces any and all previous agreements entered into by and between Grantor and Licensee with respect to the subject matter of this Agreement.

ARTICLE XXVII
Permits and Applicable Law

27.1 Authority.

Licensee will obtain any and all government permits, licenses or grants and easements necessary for the lawful exercise of the permission granted by any application approved hereunder.

27.2 Applicable Law.

Both Parties agree that in the performance of this Agreement both Parties shall comply with all valid and effective applicable federal, state, and local laws, rules, regulations, as may be amended and all orders of courts and governmental agencies with jurisdiction over the matters set forth in this Agreement. Nothing contained herein shall substitute for or be deemed a waiver of the Parties' respective rights and obligations under applicable federal, state and local laws, regulations and guidelines.

ARTICLE XXVIII
Attorney Fees

28.1 Attorney Fees; Arbitration, Mediation, Trial and Appeal.

If any arbitration, mediation, or other proceeding is brought in lieu of litigation, or if suit or action or administrative proceeding is instituted to enforce or interpret any of the terms of this Agreement, or if suit or action is instituted in a bankruptcy court to enforce or interpret any of the terms of this Agreement, to seek relief from an automatic stay, to obtain adequate protection, or to otherwise assert the interest of either Party, the Party not prevailing shall pay the prevailing Party's costs, disbursements, the fees and expenses of expert witnesses in determining reasonable attorney fees, and such sums as the court may determine to be reasonable for the prevailing Party's attorney fees connected with the arbitration, hearing, trial and any appeal thereof.

ARTICLE XXIX
Change of Law

29.1 Change of Law.

The terms, conditions, and rates of this Agreement were composed in order to effectuate the legal requirements and/or parameters in effect at the time the Agreement was produced. In the event that any of the terms, conditions, an/or rates herein, or any of the laws or regulations that were the basis or rationale for such terms, conditions, and/or rates in this Agreement are invalidated, modified or stayed by any state or federal regulatory or legislative bodies or courts of competent jurisdiction, the Parties shall expend diligent efforts to arrive at a written amendment regarding the appropriate conforming modifications to the Agreement.

ARTICLE XXX
Severability

30.1 Severability.

If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either Party, such provision shall not render unenforceable this entire Agreement, but rather it is the intent of the Parties that this Agreement be administered as if not containing the invalid provision.

ARTICLE XXXI
Warranty of Authority

31.1 The undersigned, on behalf of their respective principals, warrant and represent that they each contain and possess the requisite authority to bind their respective principals to the terms and conditions of this Agreement.

ARTICLE XXXII
Counterparts

32.1 This Agreement may be executed in one or more counterparts, each of which shall be considered an original.

Grantor:

Columbia Basin Electric Cooperative, Inc.

Licensee:

Gilliam County

By _____
Andy Fletcher

By _____
Cris Patnode

Its: CEO & General Manager

Its: County Judge

Date: _____

Date: _____