



# Pole Attachment Checklist

**Durango Office:**  
P.O. Box 2750, Durango, CO 81302  
45 Stewart St, Durango, CO 81303  
Phone: (970) 247-5786  
**Pagosa Springs Office:**  
P.O. Box 305, Pagosa Springs, CO 81147  
603 S 8th St, Pagosa Springs, CO 81147  
Phone: (970) 247-5786

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## Pole Attachment Work Order

Below is a checklist to assist you with your project:

**In order to expedite the assignment of your job to a staking engineer, provide the following:**

- Complete and sign the "Application for Pole Attachment"
  - Complete and sign Statement of Authority
  - Complete and sign a "Pole Attachment License Agreement" *(Not required if one is already on file.)*
  - Complete strength and clearance analysis for proposed attachments with proposed height. The analysis must meet National Electric Safety Code (NESC) requirements for a Heavy Loading district, be stamped by a Colorado Professional Engineer and meet LPEA's Pole Attachment Requirements.
  - Pay the required Design Fee (Credit card payments are not accepted for New Construction) \$100 per pole.
- Submit the above by mail or at the office in Durango or Pagosa Springs.*

Upon receipt of the above, the first available staking engineer will contact you to arrange an appointment to discuss your job. After the initial meeting, the staking engineer will design the electrical make ready, compute the construction estimate, and contact you. The applicant is responsible for communication make ready and acquiring communication right-of-way.

*(NOTE: The estimate you receive is good for 30 days.)*

**Job will be released to construction for scheduling after the following are completed:**

- Sign and notarize necessary contracts.
- Pay construction estimate (credit card payments are not accepted)
- Contact LPEA at (970) 247-5786 and ask to speak with the Line Superintendent, in Durango (La Plata County) or Pagosa Springs (Archuleta County), to coordinate scheduling for construction. Be sure to reference your LPEA Work Order Number when you call
- LPEA completes Make Ready work to electrical infrastructure for the proposed attachment.

LPEA will contact the applicant when make ready is complete.

**Job will be closed after the following are completed:**

- Sign a Pole Attachment Agreement
- Contact LPEA at (970) 247-5786 and ask to speak with the Line Superintendent, in Durango (La Plata County) or Pagosa Springs (Archuleta County), at least 7 calendar days before installing Attachments.
- Install Attachment.
- Contact LPEA at (970) 247-5786 and ask to speak with the Line Superintendent, in Durango (La Plata County) or Pagosa Springs (Archuleta County), within 30 calendar days after construction is complete for a final inspection.



La Plata Electric Association, Inc.

Application for Work Order  
Pole Attachments

Business Name: \_\_\_\_\_ Total # of Pole Attachments: \_\_\_\_\_

Project Description: \_\_\_\_\_

Pole #s (yellow tags on poles): \_\_\_\_\_

Billing Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Project Contact: \_\_\_\_\_ Email Address: \_\_\_\_\_

**LPEA's Pole Attachment Requirements**

**General Provisions**

- All new Attachments must meet National Electric Safety Code (NESC), requirements for a Heavy Loading District and be placed in the Communication Space.
- New Attachments shall not cause existing Association poles or facilities to violate NESC.
- Attachments are not allowed on underground or on structures involving voltages greater than 25 kV.
- Radio and wireless devices shall not be attached to the Association's poles or facilities.
- If, in the reasonable discretion of the Association, there is insufficient capacity for the proposed Attachment or concerns about safety, reliability, or generally applicable engineering purposes, the Association shall have the right to reject the Application.
- The Applicant is responsible for all costs incurred by the Association during the design and inspection of the Attachment Application.
- The Applicant is responsible for all right of way privileges and easements associated with attached infrastructure.
- All Attachments are the responsibility of the Applicant.
- Attachments remaining on poles the Association has taken out of service will be charged at two times the Association's pole attachment rate.
- A coil shall not be attached to a pole, duct or conduit owned by the Association.
- Each Applicant is limited to five Attachments per pole.

**Application**

- A non-refundable Engineering/Inspection Fee of \$100 per pole is required with the Application. This fee will be applied towards the total design and engineering expenses incurred by the Association.
- All Applications require a Professional Engineer approved strength and clearance analysis to current NESC specifications with the proposed attachment height defined.
- Applications from Applicants with outstanding Pole Attachment annual fees will not be processed.
- After the Application for a Pole Attachment has been submitted with all required documents and fees and approved by the Association, the Association will assign a Work Order to the request to evaluate the Make Ready required.

**Make Ready**

- The Association, at its sole discretion, will determine if Make Ready is required.
- Make Ready is not eligible for rebates or construction credits.
- If Make Ready is required, the Association will create an estimate for Make Ready work and present it to the Applicant.
- The Applicant is responsible for coordinating the relocation of existing Attachments.
- If Permitted Attachments exist on a Make Ready structure and the existing Permitted Attachment does not meet NESC specifications, the Association will cover 50% of the cost of the structure's Make Ready cost and the Applicant shall cover the remainder.
- 100% of all other Make Ready costs are the responsibility of the Applicant.
- The Association will require 100% of the estimated costs associated with Make Ready prior to releasing the Work Order to construction.
- The Association will notify the Applicant when the Make Ready work is complete.

**Attachment Installation**

- A signed Pole Attachment Agreement is required before the Applicant can install an Attachment.
- The Applicant must notify the Association at least 7 calendar days before the Attachment installation begins.
- The Applicant is responsible for ensuring Attachments are installed as designed and conform with current NESC specifications.
- The Applicant must label every Attachment with their name.
- The Applicant must contact the Association, within 30 calendar days after construction is complete, for a final inspection.
- Once the final inspection is complete, the Association will update billing and mapping data with the Attachment Agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**STATEMENT OF AUTHORITY**

1. This Statement of Authority relates to an entity named \_\_\_\_\_, and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
2. The entity is a:

<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Non-Profit Corporation	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Trust	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Business Trust	<input type="checkbox"/> Registered Limited Liability Partnership
<input type="checkbox"/> Governmental Subdivision or Agency	<input type="checkbox"/> Registered Limited Liability Limited Partnership
<input type="checkbox"/> Unincorporated Non-Profit Association	<input type="checkbox"/> Limited Partnership Association
<input type="checkbox"/> Other: _____	
3. The entity was formed under the laws of the State of: \_\_\_\_\_.
4. The mailing address for the entity is: \_\_\_\_\_.
5. The **name** and **position** of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:
  - Name: \_\_\_\_\_ ,
  - Position: \_\_\_\_\_
6. (Optional)<sup>3</sup> The authority of the foregoing person(s) to bind the entity  is limited  is not limited as follows:  
Define limit or no-limit of signature authority. i.e. LPEA easement documents.
7. (Optional) Other matters concerning the manner in which the entity deals with its interest(s) in real property:  
Delete if not necessary.

Owner of Record: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Position: \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF: \_\_\_\_\_ )  
COUNTY OF: \_\_\_\_\_ ) ss

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
  
\_\_\_\_\_  
My Commission Expires

<sup>1</sup> This form should not be used unless the entity is capable of holding title to real property.  
<sup>2</sup> This Statement of Authority must be recorded to obtain the benefits of the statute.  
<sup>3</sup> The absence of any stated limitation shall be prima facie evidence that no limitation exists.

AFTER RECORDING RETURN TO:  
La Plata Electric Association, Inc.  
Attn. Right of Way  
PO Box 2750  
Durango, CO 81302-2750

LICENSE AGREEMENT

The "Agreement" made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between La Plata Electric Association, Inc., a Colorado cooperative electric association, whose principal place of business being located at 45 Stewart St., Durango, CO 81303 (hereinafter called "Utility"), and \_\_\_\_\_ its principal place of business being located at \_\_\_\_\_ (hereinafter called "Licensee");

WITNESSETH

WHEREAS, Utility owns and operates an electric utility distribution system within its certificated service area, located in La Plata, Archuleta, Hinsdale, Mineral, and San Juan counties, Colorado, (Utility Service Territory) and in connection therewith, owns, operates, and maintains lines of poles extending in the aforesaid counties; and

WHEREAS, Licensee desires to place certain lines, attachments, and apparatus on certain of Utility's poles, for the non-exclusive limited purpose of the transmission of signals in compliance with any and all local, state, or federal regulations; provided, that such transmission of signals do not interfere or compete with the corporate purposes of Utility or interfere with the furnishing of electrical service to consumers of Utility, and where in Utility's judgment, safety will not be adversely affected; and

WHEREAS, Licensee represents that it now holds or will obtain any franchise, permit, certificate, license, easement, right, or permission necessary or required in order to enable Utility lawfully to permit Licensee to so occupy said poles of Utility; and will comply with any order or requirement of any federal, state, or municipal agency, commission, department, or office having authority or jurisdiction in the premises; and

WHEREAS, subject to the terms and provisions hereof, Utility is willing to permit Licensee, to the extent it may lawfully do so, to place said lines, attachments, and apparatus on said poles in the area shown on Pole Attachment Agreements; where and so long as, in the judgment of Utility, such use will not interfere with its own service requirements, including considerations of economy and safety, or with the service requirements of others; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein contained, the parties hereto, for themselves, their successors and assigns, do mutually covenant and agree as follows:

1. Subject to the terms and conditions hereof, Utility hereby grants permission to Licensee to attach to those specific poles of Utility identified by Licensee and approved by Utility by way of LPEA Joint Use Application Form (hereinafter "Application"), located in the Utility Service Territory surrounding the same in the area shown on the Pole Attachment Agreement, its communication lines, cables, splices, guy wires, and other necessary facilities for the transmission of communication services (the "Project"). For the purpose of this Agreement, the phrase "joint use pole" shall mean a pole conforming to the latest specifications of the National Electrical Safety Code and containing at least one pole contact. A "pole contact" is defined as any attachment by Licensee, to the poles of Utility.

2. Utility does not warrant or assure to the Licensee any right-of-way privileges or easements, from any other person or entity; and if the Licensee shall at any time be prevented from placing or maintaining its attachments on Utility's poles by any such person or entity other than Utility, Utility shall not be liable on account thereof to Licensee. Each party shall be responsible for obtaining its own easements and rights-of-way.
3. Licensee agrees to indemnify, defend, insure, and hold harmless Utility against and from any and all third party claims, demands, lawsuits, losses, costs, and damages, including attorney's fees, to the extent rising from Licensee's failure, or alleged failure to have the requisite authority to access and occupy the real property on which Licensee's attachments and ancillary equipment for the Project are located. Utility may, at any time, require Licensee to provide reasonable written evidence that it has obtained all such necessary consents, permits, licenses, and grants.
4. Licensee shall submit the Application to Utility prior to making any attachment to any such pole, specifying the number of poles and the description or location of the pole or poles to which such attachment is proposed, and the proposed date of such attachment. No attachment to poles shall be made, however, until Utility has approved the Application. All drawings, designs and specification charts are required to be reviewed by a Licensee-paid qualified engineer prior to submittal.

If, in the judgment of Utility, joint use under the circumstances is undesirable, Utility shall have the right to reject the Application. Utility reserves the right to exclude any of its facilities from joint use. The Licensee shall submit a report from a licensed professional engineer certifying that the design and construction plans and drawings described above comply with NESC standards, including certifying that the poles can support the load contemplated by the Licensee and the existing load of Utility. Utility shall, review and approve the design and construction plans and the engineering report submitted by the Licensee. Utility reserves the right, in its sole discretion, to reject any reports or plans that do not meet Utility's requirements or request additional information or changes to the reports to make the same acceptable.

Following approval of the construction plans and drawings and the engineering report, Utility shall submit to the Licensee a cost estimate (based on Utility's method of computing costs) for all changes required by Utility in each such pole line ("Make Ready Survey"), including an estimated cost for such changes ("Cost Estimate"). The Licensee shall remit payment of the Cost Estimate to Utility within thirty (30) days of receiving the Cost Estimate. Upon receipt of the Cost Estimate payment, Utility shall then proceed with the necessary changes in the pole line covered by the referenced cost estimate ("Make Ready Construction"). Utility shall make every effort to complete this work at a mutually agreed upon completion date, however, Utility shall incur no liability for failing to meet such completion date. Nothing shall preclude the parties from making any mutually agreeable arrangement for contracting for or otherwise accomplishing the necessary changes.

The Make Ready Construction costs shall consist of all costs of construction including but not limited to engineering, changing out poles, installation and/or removal of guys, anchors, stub poles, temporary construction and all other construction needed to make the resulting

construction in accordance with the NESC, to the extent its necessitated solely by the Licensee. Make ready costs shall be borne solely by the Licensee requesting the attachments, except for costs attributable to remedying preexisting safety violations. In the event replacements are forecasted by the Utility, cost sharing may be agreed upon on a case-by-case basis. Adjustments to Utility's existing pole line to "make it ready" to receive the proposed Licensee attachment shall be done based on the construction staking sheets and reports developed during the Make Ready Survey.

Upon completion of all changes in each pole line to be used jointly, the actual cost of making such changes shall be agreed upon between the parties. If the reasonable actual costs exceed the estimated costs, the Licensee shall pay the difference to Utility. If the actual costs are less than the estimated costs, Utility shall pay the difference to the Licensee. The obligations of the Licensee shall not be limited to amounts shown on estimates made by Utility. Costs include materials less salvage, labor, engineering, supervision, overheads, and tree trimming associated with Make Ready. An itemized statement of the actual costs of all such changes shall be submitted by Utility to the Licensee, in a form mutually agreed upon.

Under no circumstances shall Licensee construction begin until all required Make Ready Construction has been completed by Utility and an Agreement has been executed and approved by both parties. Only the poles permitted under the above conditions may receive a Licensee attachment.

Licensee must label its pole attachments to indicate ownership. Pole attachment labels may not be placed in a manner that could be interpreted to indicate an ownership of the utility pole. An attaching entity shall label any new pole attachment installed immediately upon installation. Pole Attachments installed prior to the effective date of this agreement shall be labeled at the time of routine maintenance, normal replacement, rearrangement, rebuilding, or reconstruction, and whenever practicable

5. If any of the Licensee's facilities for which no permit has been issued shall be found attached to Utility's poles, Utility, without prejudice to its other rights or remedies under this Agreement, including termination, may bill Licensee an additional charge of three times (3x) the published attachment rate per attachment per year and the Utility may require Licensee to immediately remove any unauthorized attachments. Utility may allow unapproved attachments to remain, so long as an Application is received immediately and approved by the Utility, such attachments appear to be acceptable to Utility, and payment of any necessary additional charge has been received. No act or failure to act by Utility with regard to said unauthorized attachment shall be deemed as ratification or the licensing of the unauthorized attachment. If any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Utility of any of its rights or privileges under this License Agreement; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this License Agreement from its inception in regard to said unauthorized attachment.
6. Licensee shall, at its own expense, make and maintain said attachments in safe condition and in thorough repair, and in a manner satisfactory to Utility, so as not to conflict with the use of said poles by Utility or interfere with the working use of facilities thereon or which may from time to

time be placed thereon. Licensee shall at any time, at its own expense, upon notice from Utility, or for the service needs of Utility, promptly relocate, replace, or renew the facilities placed on said poles by Licensee, and perform any other work in connection with said facilities thereon or which may be placed thereon.

Utility may perform its own inspection and maintenance of the poles in accordance with its applicable maintenance and inspection policies, and may replace, reinforce, or repair such poles as the same become defective. Whenever right-of-way considerations or public regulations make relocation of a pole necessary, such relocation shall be made by Utility at its own expense, except each party shall bear the cost of transferring its own attachments and the cost of securing appropriate new right-of-way easements. Whenever it is necessary to replace or relocate a jointly used pole, Utility shall, before making such replacement or relocation, give at least thirty (30) days' notice in writing (except in case of emergency, when verbal notice will be given as soon as practicable and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacement or relocation. Licensee shall, at the time so specified, transfer its attachments to the new or relocated joint pole or Licensee shall place its facilities underground if the pole line is to be abandoned and removed by Utility. Should the Licensee fail to transfer its attachments to the new or relocated joint pole at the time specified for such transfer of attachments, Utility may elect to do such work, and the Licensee shall pay Utility the cost. In the event the Licensee fails to transfer its attachments and Utility does such work, Utility shall not be liable for any loss or damage to the Licensee's facilities which may result, except those due to Utility's negligence or misconduct.

7. Licensee's cables, wire, and appliances, in each and every location, shall be erected and maintained at all times in accordance with requirements and specifications of the current edition of the National Electric Safety Code, or any amendments or revisions of said Code in compliance with any rules or orders now in effect or that thereafter may be issued by any other authority having jurisdiction. Such attachments are to be maintained in accordance with Utility's electric distribution standards now in effect, or as may be hereafter adopted. Prior to construction of its facilities, Licensee shall provide breaking strengths, final sags and tensions for their wire, cable, messenger, and guy wire. Licensee shall place its own anchors at all angle poles and dead end poles unless it has a prior written waiver from Utility.
8. If Utility determines such conditions pose an immediate threat to the safety of utility workers or the public, interfere with the performance of Utility's or other third parties' service obligations, or pose an immediate threat to the integrity of Utility's or other third parties' poles or equipment, Utility may perform or authorize such work and/or take such action that it deems necessary in sole discretion of Utility without first giving written notice to Licensee and without subjecting itself to any liability, except to the extent of Utility's negligence or willful misconduct. Thereafter, Utility shall advise Licensee in writing of the work performed or the action taken and shall endeavor to arrange for the accommodation of any affected Attachments. Licensee shall be responsible for paying Utility or other third parties, if applicable, upon invoice, for all costs incurred by Utility or other third parties for all work, action, and accommodation performed by Utility or other third parties under this paragraph.

9. Utility reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will enable it to fulfill its own service requirements. Utility shall not be liable to Licensee for any interruption of service of Licensee or for interference with the operation of the cables, wires, and appliances of Licensee arising in any manner out of the use of Utility's poles hereunder, whether caused by Utility or others. It is agreed that Utility shall exercise reasonable care not to damage Licensee's facilities during the ongoing maintenance and operations of Utility's facilities.
10. Utility, because of the power hazard associated with its facilities, reserves the right to inspect each installation of Licensee on its poles and to make periodic inspections, semi-annually or more often as conditions may warrant, of the installations of Licensee. Such inspections, made or not, shall not operate to relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement.
11. Utility may conduct an audit of Attachments on its poles to verify the number of Licensee's Attachments. The audit may be conducted using Utility's own resources.
12. Licensee shall pay to the Utility, for attachments made to and existing on the Utility's poles under this Agreement, an annual rental rate as published per joint use pole. An annual billing will be made for all attachments to poles of Utility at the end of each year and all attachments which had previously existed during the year but had been removed before the end of the year. No proration of the rental charge shall be made for pole attachments that existed for only a portion of the year. The annual rental rate can be prospectively adjusted by Utility by amendment to its rates and tariffs from time to time.
13. As between the parties hereto, Licensee shall be responsible for its own employees and for any accident or damage caused to its property and its employees or to the public by reason of or arising out of the attachment or use of facilities of Licensee to the poles and facilities of Utility hereunder, whether such damage arises out of contact with facilities and lines of Utility or otherwise. Licensee, its employees and its contractors, shall at all times exercise Licensee's rights and perform Licensee's responsibilities under the terms of this Agreement in a manner that treats all electric facilities as energized at all times, Licensee shall assume complete responsibility for its employees' or contractors' conduct and Licensee shall determine and provide the appropriate training and safety precautions to be taken by Licensee's employees and contractors.
14. Any work performed in the electric utility space of the Utility must be performed by the Utility or a qualified utility contractor approved in advance by the Utility. If the work is performed by a Utility approved utility contractor, the work must be coordinated directly with the Utility's location field operations management.
15. Utility and Licensee shall each indemnify, protect and save harmless each other from and against any and all claims, demands, causes of actions and costs, including reasonable attorneys'



fees, for damages to the property of the other party and other persons and injury or death to the other party's employees or other persons, including but not limited to, payments under any Workers Compensation law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the negligence or intentional misconduct of the indemnifying party as it relates to the erection, maintenance, presence, use or removal of the indemnifying party's facilities, or by any act or omission of the indemnifying party's employees, agents or contractors on or in the vicinity of Utility's poles. The foregoing indemnity, hold harmless and defense provisions shall not apply in the case of claims, which solely arise from the negligence, misconduct or other fault of the other party. It shall apply, however, if a claim is the result of the joint negligence, joint misconduct or joint fault of Licensee and Utility, their agents, employees or contractors, but in such case the amount of the claim for which each party is entitled to indemnification shall be limited to that portion of such claim attributable to the negligence, misconduct or other fault of the respective party. Each party shall indemnify, protect and save harmless the other party from any and all claims, demands, causes of action and costs, including reasonable attorneys' fees, which arise directly from or are caused by the negligence or intentional misconduct of the indemnifying party as it relates to the construction, attachment or operation of its facilities on Licensor's poles, including but not limited to damages, costs and expense of relocating poles due to the loss of right-of-way or property owner consents, taxes, special charges by others. The foregoing indemnity shall not apply in the case of claims, which solely arise from the negligence, misconduct or other fault of the other party. It shall apply, however, if a claim is the result of the joint negligence, joint misconduct, or joint fault of Licensee and Utility, their agents, employees or contractors, but in such case the amount of the claim for which each party is entitled to indemnification shall be limited to that portion of such claim attributable to the negligence, misconduct or other fault of the respective party. Utility and Licensee shall promptly advise the other of all claims relating to damage to property or injury to or death of persons, arising or alleged to have been caused by the erection, maintenance, repair, replacement, presence, use or removal of facilities governed by this Agreement. Notwithstanding anything to the contrary herein, neither Utility nor Licensee shall be liable to the other for any special, consequential or other indirect damages arising under this Agreement, including without limitation loss of profits and revenues

16. Licensee shall defend Utility against all claims, suits, or demands of third parties for personal injury or property damage arising out of the attachment of Licensee's facilities to Utility's poles and shall hold Utility completely harmless against the cost of defending such claims, suits, or demands including reasonable attorney's fees and all other costs incident thereto. It is understood that should damage occur to either Utility's facilities or facilities owned by Licensee through no error or violation of Licensee though billed to Licensee that Utility will cooperate with Licensee in a reasonable manner to disclose all information available to Licensee for its use in collecting damage expenses from any party responsible for said damage.
17. Without limiting or otherwise altering any liabilities or any other obligations of Licensee, Licensee shall secure and continuously carry during the term of this Agreement with insurers having an A.M. Best Insurance Reports rating of A- :VII or better the following insurance coverages:

- a. Workers' Compensation. Licensee shall furnish a certificate of workers' compensation insurance to Utility prior to commencing work and shall comply with all applicable workers' compensation laws.
- b. Employers' Liability. Licensee shall maintain employers' liability insurance with minimum single limit of \$1,000,000 each accident, \$1,000,000 by disease (each employee) and \$1,000,000 by disease (policy limit).
- c. Commercial General Liability. Licensee shall maintain commercial general liability insurance on the most recently approved ISO policy, or its equivalent, written on an occurrence basis, with minimum limits of \$1,000,000 each occurrence and \$3,000,000 general aggregate for bodily injury and property damage, including the following coverages: premises and operations coverage, independent contractors' coverage, contractual liability, and property damage liability. Utility shall be shown on as an additional insured.
- d. Business Automobile Liability. Licensee shall maintain business automobile liability insurance on the most recently approved ISO policy, or its equivalent, with a minimum combined single limit of \$1,000,000 for bodily injury and property damage with respect to Licensee's vehicles whether owned, hired or non-owned, assigned to or used in the performance of the Project. Utility shall be shown on as an additional insured.
- e. Umbrella Liability. Licensee shall maintain umbrella or excess liability insurance with minimum limits of \$10,000,000 each occurrence and \$10,000,000 aggregate, providing coverage in excess of the coverages and limits required in clauses a through d, above. Licensee may use any combination of primary and excess liability policies to satisfy the limits of liability required hereunder. Utility shall be shown on as an additional insured.

All required insurance shall remain in force and effect, or shall be renewed so as to remain in effect, for the entire life of this Agreement and Licensee shall submit certificates of insurance to Utility as proof of such insurance. Licensee shall notify Utility thirty days prior to its contemplated cancellation of any of the insurance coverage herein required.

18. If Licensee shall fail to comply with the provisions of this Agreement or shall default in any of its obligations under this Agreement and shall fail within thirty days after written notice from Utility to correct such default or noncompliance, Utility may, at its option, forthwith terminate this entire Agreement or the permission hereunder granted as to any particular pole(s) as to which such default or noncompliance shall have occurred. In case of termination of the entire Agreement, a proportionate charge for accrued rentals shall be paid by Licensee. If the Licensee shall default in the performance of any work which it is obligated to do under this License Agreement, Utility may elect to do such work, and the Licensee shall reimburse Utility for the reasonable, actual cost. If either party defaults in any of its obligations under this License Agreement and it becomes necessary for the other party to obtain the services of an attorney to enforce such obligations, the defaulting party agrees to pay any and all reasonable attorney fees, expert witness fees, court costs and other costs of litigation associated with the enforcement of such obligations. Venue shall only be proper in the District Court of the 6th Judicial District, State of Colorado.

19. All amounts to be paid to Utility under this Agreement shall be due and payable within thirty days after billing date. Any payment not made within thirty days from the due date shall thereafter bear interest at the rate of eighteen percent (18%) per annum until paid.
20. Failure 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 and conditions, but the same shall be and remain at all times in full force and effect.
21. Neither Party shall sublet, assign, transfer, hypothecate, or otherwise dispose of this Agreement or any of its rights, benefits, or interests under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld; but otherwise, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. No assignment of this Agreement shall operate to discharge the assignor of any duty or obligation hereunder without the written consent of the other Party. Except that each Party may assign all its rights and obligations under this Agreement to its parent corporation, to its subsidiary corporation, to a subsidiary of its parent corporation, to its survivor in connection with a corporate reorganization, to any corporation acquiring all or substantially all of its property, or to any corporation into which it is merged or consolidated upon providing thirty (30) days prior written notice to the other Party along with an executed copy of the assignee's executed agreement assuming all obligations and a current inventory of all attachments affected by the assignment.
22. No use, however extended, of Utility's poles, under this Agreement, shall create or vest in Licensee any ownership or property rights in said poles and Licensee's rights herein shall not be construed to compel Utility to maintain any of said poles for a period longer than demanded by its own service requirements.
23. When Licensee or Utility desires to change the character or geographical location of its circuits, such party shall give thirty days' notice to the other party of such contemplated change in the character of its circuits and in the event that Utility agrees in writing to common use with such changed circuits then, subject to the procedure herein, the common use of poles shall be continued with such changes in construction as may be required to meet the terms of the specifications herein for the character of circuits involved. If the change in character of circuits requires pole replacements for the sole benefit of Utility, the pole replacements shall be made at the expense of Utility. If the change in character of circuits requires pole replacements for the sole benefit of the Licensee, the pole replacements shall be made at the expense of the Licensee. The time and manner in which the work is performed shall be as mutually agreed upon and in accordance with the procedure provided herein. In the event, however, that the Licensee fails within thirty days from receipt of such notice to agree in writing to continue the common use of such poles with such changed circuits, then the Licensee shall promptly remove its attachments.

- 24. If Utility desires to remove jointly used poles, Utility will give notice in writing at least ninety days before removal of said poles. It shall be the responsibility of Licensee to remove or relocate their facilities on or before the date specified in the written notice.
- 25. If Licensee fails to renew, remove, or relocate their facilities in accordance with any provision of this Agreement, by the date specified, Utility will without further notice remove the facilities at Licensee's expense.
- 26. This Agreement shall become effective upon its execution. Either Licensee or Utility may terminate this Agreement upon giving six months' written notice to the other party. On the date of termination of this Agreement, all rights and privileges of Licensee hereunder shall cease; provided that all duties and obligations of Licensee that accrued prior to the date of termination of this Agreement shall remain in place for the benefit of Utility.
- 27. Upon the effective date of termination of this Agreement in accordance with any of its terms, Licensee shall remove its cables, wires, and appliances ("equipment") from all facilities of Utility. Should Licensee fail to remove its equipment by the effective date of termination, Utility shall have the right to remove and dispose Licensee's equipment at the cost and expense of Licensee and without any liability therefor.
- 28. All notices or reports required or permitted hereunder shall be in writing and delivered personally or by U.S. Mail, registered or certified mail, postage prepaid, or by a reputable overnight delivery service to the following addresses of the respective parties:

To Utility:

La Plata Electric Association, Inc.

45 Stewart St.

Durango, CO 81303

Attn: Jessica Matlock CEO

To Licensee:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Notices shall be effective upon receipt (or refusal of delivery or return unfound) if personally delivered, on the third business day following the date of mailing, if sent by U.S. mail, or upon sending, if sent by overnight courier, one day following deposit with the overnight delivery service. Any change of address shall be promptly communicated in writing to the other party.

29. This Agreement shall only be amended, in whole or in part, by a written document referring specifically to this Agreement, stating clearly the change or amendment desired, and signed by both parties.

30. Subject to the provisions hereof, this Agreement shall extend to and be binding upon the successors and permitted assigns of the parties hereto.

31. The terms and conditions set forth above, along with all exhibits and other documents incorporated by reference, constitute the entire Agreement. A copy of this Agreement may be executed by each Party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed a full and complete contract between the Parties. Faxed or electronic images of signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on the day and year first written above.

Utility: La Plata Electric Association

Licensee:

\_\_\_\_\_

\_\_\_\_\_

Title: Chief Executive Officer

Title: \_\_\_\_\_