or relocation of any of said poles each party shall at its expense transfer its facilities to the new or relocated poles.

- (c) Each party shall install and maintain its line upon said poles in accordance with good engineering practice and so as not to unreasonably interfere with or endanger the use of said poles by the other party.
- (d) The Cooperative shall not be liable or responsible for injury or damage to person or property, or Lettic? person, in any manner arising or growing out of the construction, operation or maintenance of the facilities of the Power Company upon said poles or their removal therefrom.

The Power Company shall not be liable or responsible for injury or damage to person or property, or death of person, in any manner arising or growing out of the construction, operation or maintenance of the facilities of the Cooperative upon said poles or their removal therefrom.

III.

It is understood that the Power Company will reset the pole in its line loc led or the east side of U. S. Highway 276 to the location shown by red dot on the attached print and thereon indicated "REA Secure R/W; D. P. Set Pole", and will relocate its line from the west side of said Highway to said pole; and it is agreed that the Power Company may make this relocation of its pole and line and that the Cooperative shall have the right to attach its line to said pole at the new location and maintain same upon said pole subject to the conditions set out in subparagraphs (c) and (d) of paragraph II of this agreement.

IV.

This agreement shall continue in effect so long as the Power Company desires to make use of the poles referred to in paragraph I hereof, and until such time as the Power Company gives written notice to the Cooperative that it does not desire to make further use of the poles.

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