

**FIRST AMENDMENT  
TO  
NON-EXCLUSIVE LICENSE AGREEMENT  
FOR THE JOINT USE OF POLES**

FIRST AMENDMENT TO NON-EXCLUSIVE LICENSE AGREEMENT FOR THE JOINT USE OF POLES (“**Amendment**”) is made and entered into as of **July 23, 2025** (“**Effective Date**”), by and between Citizens Utilities Rural Company, a California corporation, doing business as Fort Mojave Telecommunications, Inc. hereinafter referred to as “**Licensee**”, and the City of Needles, a California charter city and the Needles Public Utility Authority, collectively hereinafter referred to as “**City.**” Licensee and City may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

**WHEREAS**, the Parties entered into that certain Non-Exclusive License Agreement for Joint Use of Poles dated December 10, 2024 (“**Agreement**”); and

**WHEREAS**, pursuant to the Agreement, Licensee was granted a non-exclusive license to utilize certain Joint Use Poles owned by City, as photos of and identifier described in Exhibit "A" to the Agreement; and

**WHEREAS**, the Parties desire to amend the Agreement to add nine (9) additional Joint Use Poles to the scope of the Agreement; and

**WHEREAS**, Section 14.2 of the Agreement provides that any modification to the Agreement will be effective only if in writing and signed by both Parties.

**NOW, THEREFORE**, in consideration of the foregoing Recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee agree as follows:

1. **Incorporation of Recitals.** The Parties hereby agree that the recitals set forth in this Amendment are deemed incorporated into this Amendment and the Agreement by this reference.
2. **Definitions.** All capitalized terms used but not defined in this First Amendment shall have the meanings ascribed to them in the Agreement.
3. **Amendment to Recital A.** The Parties hereby agree that Recital A of the Agreement is hereby deleted in its entirety and replaced with the following:

A. The Licensee has requested approval from Needles Public Utility Authority ("NPUA") to utilize certain power poles across eleven (11) specific locations to expand the Licensee's service area within California jurisdiction, as follows: (i) Location One: Eagle Pass Road, where the NPUA has two (2) power poles; (ii) Location Two: Needles Highway, crossing a San Bernardino County flood control area; (iii) Location Three: NPUA identification number 4883N Highland; (iv) Location Four: NPUA identification number 4878N Dead end on Highland; (v) Location Five: NPUA identification number 4864N Highland; (vi) Location Six: NPUA identification number 4608N Erin Drive; (vii) Location Seven: NPUA identification number 4595N Erin Drive; (viii) Location Eight: Situated on Fremont & Highland (no NPUA identification number); (ix) Location Nine: NPUA identification number 2713N L-Street at Fremont & Highland; (x) Location Ten: NPUA identification number 4689N Washington & Bailey; and (xi) Location Eleven: NPUA identification number 4584N Washington & Bailey. Photographic documentation of each Joint Use Pole is attached hereto as **Exhibit "A"** (hereinafter "**Joint Use Pole**" or "**Joint Use Poles**") and incorporated herein by this reference.

4. **Amendment to Recital B.** The Parties hereby agree that Recital B of the Agreement is hereby deleted in its entirety and replaced with the following:

B. The Parties agree that this nonexclusive license Agreement only pertains to the Joint Use Poles depicted in Exhibit "A" as amended by the first Amendment to this Agreement executed on **July 23, 2025**; and

5. **Amendment to Section 7.1.** The Parties hereby agree that Section 7.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

7.1 Pole Attachment Fee. The annual fee for calendar year 2025 shall be **\$7.78** per pole ("**Annual Attachment Fee**"). The Annual Attachment Fee shall be adjusted effective January 1 of each year. The amount of adjustment will be calculated by utilizing the National Consumer Price Index as follows: (i) the most recent published index number for the current year will be used as the fee adjuster to the next year's Annual Attachment Fee, (ii) the percentage of change in the average index numbers will be applied to the current year's Annual Attachment Fee, which will be effective January 1 of the next year, and (iii) the Annual Attachment Fee billing for the next year will be forwarded to Licensee by December 15 of each year.

Notwithstanding the foregoing, the Annual Attachment Fee will be adjusted in its entirety upon the successful completion of a rate study conducted by the City, in which case the findings of the study shall supersede the National Consumer Price Index. City has unilateral authority to determine the success of the rate study and the results will apply upon City's sole determination.

6. **Pole Attachment Fee.** The Parties acknowledge and agree that the Annual Attachment Fee set forth in the Amended Section 7.1 above shall apply to each of the additional Joint Use Poles listed in Section 3 of this Amendment.

7. The Parties hereby agree that Exhibit "A" of the Agreement is hereby deleted in its entirety and replaced with **Amended Exhibit "A"** attached hereto this Amendment as **Exhibit "A."**

8. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

9. This Amendment shall be governed by the laws of the State of California. Any legal action arising from or related to this Amendment shall be brought in the state or federal courts of the State of California in and for the County of San Bernardino.

**IN WITNESS WHEREOF**, the Parties hereby have made and executed this Amendment to be effective as of the day and year first above written.

**CITY OF NEEDLES, CALIFORNIA**

**FORT MOJAVE TELECOMMUNICATIONS, INC.**

By: \_\_\_\_\_

By: Michael Scully

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

Title: General Manager

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

Date: July 25, 2025

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

**Approved As To Form:**

\_\_\_\_\_  
**City Attorney**

**EXHIBIT "A"**  
**AMENDED EXHIBIT "A"**  
**(JOINT USE POLES)**

Fort Mojave Telecommunications, Inc.  
Proposed Joint Pole Locations



Needles Highway – Flood Control Crossing

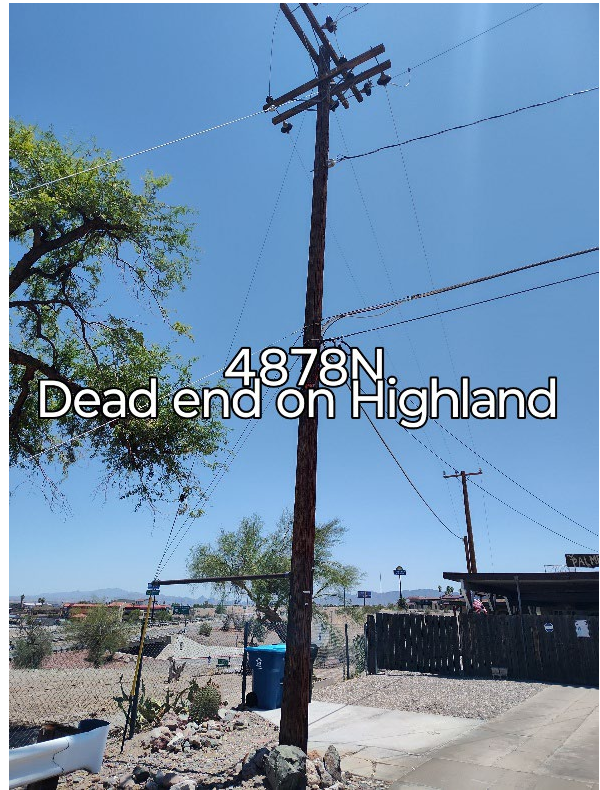




Location Three



Location Four



Location Five



Location Six





Location Seven



Location Eight:



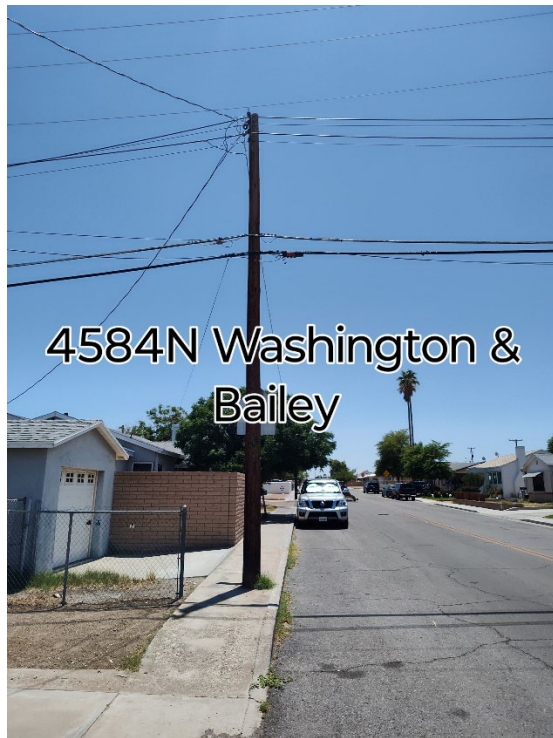
Location Nine



Location Ten



Location Eleven:



Location Twelve:





Location Thirteen:



Location Fourteen:





Location Fifteen:

