

THIS LICENSE AGREEMENT (this "License Agreement"), is made and entered into this 29th day of June, 2009, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation, (hereinafter called "Company") and the County of Santa Barbara, a political subdivision of the State of California, (hereinafter called "County").

WHEREAS, County has jurisdiction of certain streets and highways and has the right to regulate the use of such highways.

WHEREAS, Company has installed Company-owned composite, concrete, and steel street light poles ("Poles") at various locations within said County at the request of County.

WHEREAS, County desires a license to place non-electrified traffic regulating signs, American flags, and Neighborhood Watch signs, banners and related appurtenances on said Poles.

WHEREAS, Company shall permit County to install non-electrified traffic regulating signs, American flags, Neighborhood Watch signs, banners and related appurtenances on said Poles under this License Agreement.

NOW THEREFORE, in consideration of the mutual understandings and obligations of the parties as hereinafter set forth, Company and County hereby agree as follows:

1. Company hereby, subject to the terms and conditions provided in this License Agreement, licenses and permits County or County's authorized agent to install, maintain, use, repair, renew, and remove non-electrified traffic regulating signs, American flags, Neighborhood Watch signs and other County-sponsored event banners and related appurtenances (collectively referred to as "Attachments") on the Poles in accordance with the following:

- A. Attachment shall be secured by means of stainless steel straps.
- B. No holes shall be punched, drilled, or burned in any Poles.
- C. All Attachments shall be mounted so as to provide adequate clearance from traffic, pedestrians, and from all electrical facilities, and secured to Poles to avoid dislodging.
- D. The total surface area of all Attachments on any one Pole shall not exceed 18 square feet at any one time.
- E. Banners for use on Poles in high wind areas (90 mph) must be mounted with break away, or bend-away banner supports.
- F. No Attachment shall be suspended between Poles or between Poles and structures.
- G. No Attachment shall be installed on any wooden Poles.
- H. No Corporate Trademarks, Logos or other corporate identifiers shall be allowed on the County sponsored banners.

2. Except as otherwise herein provided, the use by County of such Pole as herein provided for shall be without charge. County and/or County's agent shall not derive any revenues in connection with the license issued hereby that exceeds the direct expenses incurred in generating such revenues. County and/or County's agent shall maintain complete and accurate records in accordance with generally accepted methods of accounting for all transactions involving payment from a third-party for placement of an Attachment for three (3) years after the corresponding payment. Company shall have access to such records, upon reasonable notice, for the purposes of audit during normal business hours, for so long as such records are required to be maintained.

3. The Attachments shall be installed and maintained by County, or County's authorized agent, in a safe and workman-like manner in compliance with all applicable laws, rules, regulations, ordinances, including but not limited to General Order No. 95 of the Public Utilities Commission of the State of California.

4. Should Company, in its sole and absolute discretion, determine that it is necessary to relocate or replace a Pole on which a County-owned Attachment is in place, County or County's agent shall, upon reasonable notice from Company promptly relocate, replace or transfer said Attachment to a substitute Pole, if any, as required at County's sole cost and expense.

5. County shall indemnify and hold harmless Company against all losses, expenses, claims, actions, causes of action, damages, costs or liabilities, directly or proximately resulting from or caused by the installation, placement, use, presence, operation, maintenance, and/or removal of said Attachments on any Poles, as herein provided. The termination of this License Agreement shall not relieve the County of any liabilities which occurred prior thereto or which are occurring at that time. This paragraph shall not be construed to impose liability on either the Company or the County, in favor of any third party, unless such liability would have existed in the absence of this paragraph.

6. The failure of Company to enforce any provision of this License Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provisions; however, the same shall nevertheless remain in full force and effect.

7. This License Agreement shall continue in effect for a term of one (1) year from the date hereof and from year to year thereafter, unless terminated sooner. This License Agreement may be terminated by either party hereto by written notice given not less than sixty (60) days prior to the intended termination. In the event of such termination, County shall remove all of said Attachments from the Poles prior to the termination of this Licensed Agreement.

8. This License Agreement shall not be assignable by County.

IN WITNESS WHEREOF, County and Company have executed this License Agreement by and through their respective officers thereunto authorized as of the day and year first herein above written.

PASSED, APPROVED, AND ADOPTED by the Board of Supervisors of the County Santa, State of California, on this Twenty Third day of June, 2009 by the following vote:

AYES: Supervisors Carbajal, Wolf, Farr, Gray and Centeno

NAYS: None

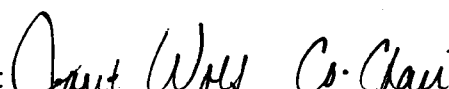
ABSENT: None

ABSTAIN: None

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: 
Deputy

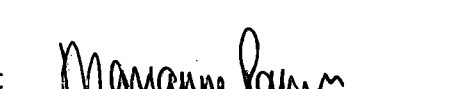
ACCEPTED AND AGREED:
COUNTY OF SANTA BARBARA

By: 
Joseph Centeno, Chair
Board of Supervisors

APPROVED AS TO FORM:
COUNTY COUNSEL
DENNIS A. MARSHALL


By: 
Deputy County Counsel

APPROVED AS TO FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By: 

SOUTHERN CALIFORNIA EDISON
COMPANY

By: 
TITLE: Manager

ATTEST: 
TITLE: MPP1

APPROVED AS TO FORM:

DATE: _____