

EXHIBIT 1



A Sempra Energy company

San Diego Gas & Electric

8316 CENTURY PARK COURT • SAN DIEGO, CA 92123-1582 • 619/698-2000

August 3, 2001

Cox Communications Inc.

Attention: De Marshall
5919 Federal Blvd.
San Diego, CA. 92105-5486

Re: Joint Pole Attachment Application: ESC 141

Dear Mr. Marshall:

Your application ESC 141 requesting attachment of fiber cable to 50 SDG&E poles has been approved.

This notification is your authorization to begin construction for your installations within 60 days of the date of this letter. Your installation is subject to post-construction inspection as verification of compliance with any contingency requirements listed above at individual pole locations or as indicated under the attachment heights comments on the pole list. We would also like to remind you to please install ownership tags for each communication attachment. If applies, please do not attach to S.D.G.E. anchor or power rod.

If you have any further questions, please call Carlos Castro at (858) 654-8216 or me.

Sincerely,

Frank Marsman
Distribution Asset Management
(858) 654-8207

POLE ATTACHMENT APPLICATION

FOR POLE ATTACHMENT
TO REMOVE ATTACHMENT
TO ALTER EXISTING ATTACHMENT

APPLICATION NUMBER ESC141
(Licensee)

REQUESTED BY (LICENSEE):

DPSS NO.
(SDG&E)

Company Cox Communications, Inc.
Mailing Address 5159 Federal Blvd.
City San Diego State CA Zip 92105-5486
Phone (619) 263-9251
Company Code (ID Tag) C-1

FACILITY USE:
CATV X Telephone
Telcom Other

ATTACHMENT TYPE: DIA. LBS. TENSION
Fiber Optic Cable
Coaxial Cable
Twisted Pair Copper
Equipment Overlashing

MAIL TO: San Diego Gas & Electric
Attn: Distribution Asset Management
8316 Century Park Court
Suite CP 52D, Attn: Carlos Castro
San Diego, CA 92123-1582

POLE INFORMATION:
Distribution Poles
Transmission Poles
Poles in Franchise Position
Poles in Private Property (Right-of-Ways)

In accordance with the terms of the License Agreement dated 6/19, 1963, covering the use of your poles located within the County of San Diego, State of California, we hereby request permission to attach, remove or alter certain equipment on certain poles, all as more particularly described and delineated on the pole list on the reverse side of this form and the attached lay-out map. This application is for 49 poles.

- 1. Limit the number of poles applied for per application to 50 or less.
2. Billing will commence upon Licensor's date of application approval. See "Permission for Pole Attachment" below.
3. Written notification for pole attachment cancellations will be accepted up to 60 days from the Licensor's date of application approval. After 60 days, an "Application to Remove Attachment" must be submitted for any cancellations.
4. There will be no reimbursement for pole attachments canceled beyond 60 days from the Licensor's date of application approval.
5. Feasibility review fees and engineering review fees where applicable are due and payable before final attachment approvals.
6. Rights-of-Way Use Agreements and Rights-of-Way fees, where applicable, must be paid and signed before final attachment approval.

SIGNED Ron Lopez 7-12-01

APPLICATION ROUTING FOR ATTACHMENT REVIEW TO:

Application forwarded to: Date:
Assigned to: Date:
Attachment Review Approval: Date: 8/1/01
(Forward to Distribution Asset Management, 5203B)

PERMISSION FOR POLE ATTACHMENT

Permission is hereby granted to Licensee to attach said equipment as described in the License Agreement to poles identified by this application. Licensee agrees to obtain permits, right-of-way and construction in compliance with G.O. 95 and other codes. Construction must be started within 90 days of final application approval date. Application attachment approval may be revoked if construction is not complete within 6 months of final application approval. Any questions you may have concerning application approval should be directed to phone number

License to Use Rights-of-Way

Transmission Pole Attachment Agreement
DATE 8/1 to 2001
Final Approval Date

SIGNATURE Frank Marman
Joint Utilities

COX CABLE TV JOB DETAIL AND UTILITY WORK SHEET

COX FILE NO. : N1558		APPLICATION NO. : ESC141		COX PROJECT NO. :	
Phase : f2					
LOC. #	POLE NUMBER	LOCATION	SDG&E WORK OPERATION	TELCO WORK OPERATION	LICENSEE WORK OPERATION
51	p11672	going east on old san pasqual rd.	none	none	C.A.T.V. to attach 6' below primary.
52	11638	going east on old san pasqual rd.	none	none	catv to attach 6' below primary, opa with side guy anchor 1' south of power anchor ?? Pl vgr.
53	513016	going east on old san pasqual rd.	none	none	catv to attach 4' below secondary with guard arm.
54	p14031	going east on old san pasqual rd.	none	lower guy att. 1' below power on stub pole	C.A.T.V. to attach 6' below primary.
55	p11639	going east on old san pasqual rd.	none	none	C.A.T.V. to attach 6' below primary.
56	14032	going east on old san pasqual rd.	none	none	C.A.T.V. to attach 6' below primary. Pl vgr.
57	p11640	going east on old san pasqual rd.	none	none	C.A.T.V. to attach 6' below primary.
58	p14033	going east on old san pasqual rd.	none	none	C.A.T.V. to attach 6' below primary.
59	p11641	going east on old san pasqual rd.	none	none	catv to attach 4' below secondary with guard arm. Pl vgr.
60	p14034	going east on old san pasqual rd.	none	none	C.A.T.V. to attach 6' below primary, o.p.a. side guy place anchor 1' south of power anchor.
61	11642	going east on old san pasqual rd.	none	none	C.A.T.V. to attach 6' below primary.
62	p11682	going east on old san pasqual rd.	none	none	C.A.T.V. to attach 6' below primary, instal side guy placing anchor 1' south of power anchor. Pl vgr.
63	14259	going east on old san pasqual rd.	none	none	C.A.T.V. to attach 6' below primary.

NOTES :

DWG 3 OF 3

COX CABLE TV JOB DETAIL AND UTILITY WORK SHEET

7/19/2001

O. : N7558

f2

APPLICATION NO. : ESC141

COX PROJECT NO. :

#	POLE NUMBER	LOCATION	SDG&E WORK OPERATION	TELCO WORK OPERATION	LICENSEE WORK OPERATION
65	14261	on hill above San Pasqual monument.	none	none	C.A.T.V. to attach 6' below primary.
66	p14262	on hwy. 78 east of ysabel crk. Going east.	none	none	C.A.T.V. to attach 6' below primary, instal side guy placing anchor 1' east of power anchor.
67	14263	on hwy. 78 Going east.	none	none	catv to attach 4' below secondary with guard arm.
68	p32736	on hwy. 78 Going east.	remove secondary. 2	none	catv to attach 4' below secondary with guard arm. Pl vgr.
69	14264	on hwy. 78 Going east.	none	none	catv to attach 4' below secondary with guard arm.
70	p12465	on hwy. 78 Going east.	none	none	C.A.T.V. to attach 6' below primary. May need to lower telco drops
71	p14266	on hwy. 78 Going east.	none	none	catv to attach 1' above telco drops.
72	14267n	on hwy. 78 Going east.	none	none	catv toattach 4' below with guard arm. Oh guy attach to stub pole attaching 4" below pri and place anchor 1' w/o existing pri anchor. Pl vgr.
73	p14268	on hwy. 78 Going east.	none	none	catv toattach 4' below with guard arm guy in lead attaching to sub pole 4" below power. Anchor 1' s/o existing sdge anchor.

NOTES :

DWG 3 OF 3

COX CABLE TV JOB DETAIL AND UTILITY WORK SHEET

COX FILE NO. : N1558		APPLICATION NO. : ESC141		COX PROJECT NO. :	
Phase : f2					
LOC. #	POLE NUMBER	LOCATION	SDG&E WORK OPERATION	TELCO WORK OPERATION	LICENSEE WORK OPERATION
74	14269	on hwy.78 Going east.	none	none	C.A.T.V. to attach 6' below primary.
75	p14270	on hwy.78 Going east.	none	none	catv to attach 4' below secondary with guard arm.
76	1471	on hwy.78 Going east.	none	none	C.A.T.V. to attach 6' below primary. Pl vgr.
77	p14272	on hwy.78 Going east.	none	none	C.A.T.V. to attach 6' below primary.
78	p14273	on hwy.78 Going east.		none	catv toattach 4' below with guard arm.
79	p14274	on hwy.78 Going east.	none	none	C.A.T.V. to attach 6' below primary.
80	817186	on hwy.78 Going east.	none	none	catv to attach 4' below secondary with guard arm. Pl vgr.
81	p32571	on hwy.78 Going east.	none	none	C.A.T.V. to attach 6' below primary. Opa instal side guy placing anchor 1' west of power anchor.
82	14276	on hwy.78 Going east.	none	none	C.A.T.V. to attach 6' below primary.
83	14877	on hwy.78 Going east.	none	none	C.A.T.V. to attach 6' below primary. Opa overhead guy across hwy. Attaching 4" below power on stub pole, place anchor 1' west of power anchor.
84	14278	on hwy.78 Going east.	none	none	catv to attach 4' below secondary with guard arm. Pl vgr.
85	815684	on hwy.78 Going east.	none	none	catv to attach 4' below secondary with guard arm.
86	14279	on hwy.78 Going east.	none	none	catv to attach 4' below secondary with guard arm.

NOTES :

COX FILE NO. : N7558		APPLICATION NO. : ESC141		COX PROJECT NO. :	
Phase : f2					
LOC. #	POLE NUMBER	LOCATION	SDG&E WORK OPERATION	TELCO WORK OPERATION	LICENSEE WORK OPERATION
87	14280	on hwy. 78 Going east.	none	none	catv to attach 6' below primary. Opa with side guy placing anchor 1' west of power anchor.
88	14281	on hwy. 78 Going east.	none	none	catv to attach 6' below primary. opa with side guy to stub pole attaching 4" below power, no anchor. P1 vgr.
89	14283	going east on old san pasqual.	none	none	catv to attach 6' below primary.
90	14283	going east on old san pasqual.	none	none	catv to attach 6' below primary opa, o.h. guy to stub pole attaching 1' east power anchor.
91	14284	going east on old san pasqual.	none	none	catv to attach 6' below primary. P1 vgr.
92	14285	going east on old san pasqual.	none	none	catv to attach 6' below primary. Opa with curve clamp guy and place anchor 1' west of power anchor.
93	14286	going east on old san pasqual.	none	none	catv to attach 6' below primary. 2poa double dead end placing one guy and anchor 15' in lead, 2nd guy and anchor 1' north of power anchor. P1 bond. P1 vgr.
94	p14288	going east on old san pasqual.	none	none	catv to attach 6' below primary.
95	p14289	going east on old san pasqual.	none	none	catv to attach 6' below primary. P1 vgr.
96	14290	going east on old san pasqual.	none	none	catv to attach 6' below primary.
97	p11911	going east on old san pasqual.	none	none	catv to attach 6' below primary.

NOTES :

DWG 3 OF 3

COX CABLE TV JOB DETAIL AND UTILITY WORK SHEET

7/19/2001

COX FILE NO. : N1558		APPLICATION NO. : ESC141		COX PROJECT NO. :	
Phase : f2					
LOC. #	POLE NUMBER	LOCATION	SDG&E WORK OPERATION	TELCO WORK OPERATION	LICENSEE WORK OPERATION
98	p11910	going east on old san pasqual.	none	none	catv to attach 6' below primary. 2 poa double dead end placing one anchor 1' north of power anchor, 2nd anchor 1' west of power anchor. Pl vgr.
99	p11909	going east on old san pasqual.	none	none	catv to attach 6' below primary. Opa with side guy placing anchor 1' east of power anchor.
100	11908	corner of hwy. 78 and bandy canyon rd.	none	none	catv to attach 4' below secondary with guard arm. 2 poa placing one guy and anchor 1' south of power anchor, 2nd guy o.h. to pole 13077. Pl bond. Pl vgr.

NOTES :

TABLE LIST FOR ATTACHMENTS OR REMOVALS

Engineering Contact:
Rocky Stevens
 Phone No. : 760.806.9809.2349

Application No. ESC141
 DPSS No. _____
 Thomas Bros. 1131G7
 DFIS Map# _____
 Cox File No. : N1558

Includes : Work Ready Form, Drawing

LICENSEE MUST IDENTIFY REMOVALS

Item	Pole/Stub#	Location	Exist. Conflict	SDG&E Work Req'd	W.O. #	Attachment Fee
51	p11672	going east on old san pasqual rd.	NO	none		
52	11638	going east on old san pasqual rd.	NO	none		
53	513016	going east on old san pasqual rd.	NO	none		
54	p14031	going east on old san pasqual rd.	NO	none		
55	p11639	going east on old san pasqual rd.	NO	none		
56	14032	going east on old san pasqual rd.	NO	none		
57	p11640	going east on old san pasqual rd.	NO	none		
58	p14033	going east on old san pasqual rd.	NO	none		
59	p11641	going east on old san pasqual rd.	NO	none		
60	p14034	going east on old san pasqual rd.	NO	none		
61	11642	going east on old san pasqual rd.	NO	none		
62	p11682	going east on old san pasqual rd.	NO	none		
63	14259	going east on old san pasqual rd.	NO	none		
64	14620	corner pole top of hill above San Pasqual	NO	none		
65	14261	on hill above San Pasqual monument .	NO	none		
66	p14262	on hwy.78 east of ysabel crk. Going east.	NO	none		
67	14263	on hwy.78 Going east.	NO	none		
68	p32736	on hwy.78 Going east.	YES	remove secondary.		
69	14264	on hwy.78 Going east.	NO	none		
70	p14265 P14265	on hwy.78 Going east.	NO	none		
71	p14266	on hwy.78 Going east.	NO	none		
72	14267	on hwy.78 Going east.	NO	none		
73	p14268	on hwy.78 Going east.	NO	none		
74	14269	on hwy.78 Going east.	NO	none		
75	p14270	on hwy.78 Going east.	NO	none		
76	14271 P14271	on hwy.78 Going east.	NO	none		
77	p14272	on hwy.78 Going east.	NO	none		
78	p14273	on hwy.78 Going east.	YES	0		
79	p14274	on hwy.78 Going east.	NO	none		
80	817186	on hwy.78 Going east.	NO	none		

POLE LIST FOR ATTACHMENTS OR REMOVALS

CATV Construction/Engineering Contact:
Rocky Stevens
 Phone No. : **760.806.9809.2349**
 Includes : Work Ready Form, Drawing

Application No. **ESC141**
 DPSS No. _____
 Thomas Bros. **1131G7**
 DFIS Map# _____
 Cox File No. : **N1558**

LICENSEE MUST IDENTIFY REMOVALS

Item	Pole/Stub#	Location	Exist. Conflict	SDG&E Work Req'd	W.O. #	Attachment Fee
81	p32571	on hwy.78 Going east.	NO	none		
82	14276	on hwy.78 Going east.	NO	none		
83	14877	on hwy.78 Going east.	NO	none		
84	14278	on hwy.78 Going east.	NO	none		
85	815684	on hwy.78 Going east.	NO	none		
86	14279	on hwy.78 Going east.	NO	none		
87	14280	on hwy.78 Going east.	NO	none		
88	14281	on hwy.78 Going east.	NO	none		
89	14283	going east on old san pasqual.	NO	none		
90	14283	going east on old san pasqual.	NO	none		
91	14284	going east on old san pasqual.	NO	none		
92	14285	going east on old san pasqual.	NO	none		
93	14286	going east on old san pasqual.	NO	none		
94	p14288	going east on old san pasqual.	NO	none		
95	p14289	going east on old san pasqual.	NO	none		
96	14290	going east on old san pasqual.	NO	none		
97	p11911	going east on old san pasqual.	NO	none		
98	p11910	going east on old san pasqual.	NO	none		
99	p11909	going east on old san pasqual.	NO	none		
100	11908	corner of hwy. 78 and bandy canyon rd.	NO	none		

POLES P14286 and P14288 WERE REMOVED
 IN 2003 P14286 IS NOW P196394
 P14288 IS NOW 196387

49 @ 1.95 = \$95.55

San Diego Gas & Electric

Geographic Facilities Management System

Joint Pole Application

Company Code: 01	Application No: ESC141		
Company Name: COX CABLE SAN DIEGO			
Job Location: Escondido	Date Billed: 11/01/2001		
Date To Dist: 07/12/2001	Bill Amount: \$97.50		
Date From Dist: 08/01/2001	AR Invoice No:		
Date Approved: 08/01/2001	Total Poles Per App: 49		
	Foreign Poles Per App:		

Comments1: _____
 Comments2: _____

Pole Id	Suffix	District Thom Bros Page	Stub Indicator	Attachment Type	Foreign Structure ID	Location
P11682		3 1131B7	▼	C ▼		SAN PASQUAL VALLEY RD. NW/O YSAI
P11909		3 1131F6	▼	C ▼		18118 BANDY CANYON RD.
P11910		3 1131E6	▼	C ▼		17141 SAN PASQUAL VALLEY RD.
P14259		3 1131B7	▼	C ▼		SAN PASQUAL VALLEY RD. N/O YSABE
P14261		3 1131B7	▼	C ▼		SAN PASQUAL VALLEY RD. NE/O YSAE
P14262		3 1131B7	▼	C ▼		SAN PASQUAL VALLEY RD. E/O YSABE
P14263		3 1131B7	▼	C ▼		SAN PASQUAL VALLEY RD. E/O YSABE
P14264		3 1131B7	▼	C ▼		SAN PASQUAL VALLEY RD. E/O YSABE
P14265		3 1131B7	▼	C ▼		W/O 16660 SAN PASQUAL VALLEY RD.
P14620		6 1168B5	▼	C ▼		RANCHO SANTA FE
P14877		6 1148C7	▼	C ▼		A/F 5503 LA CRESCENTA
P196294		3 1131C7	▼	C ▼		W/O 16666 SAN PASQUAL VALLEY RD.
P196302		3 1131C7	▼	C ▼		A/F 16666 SAN PASQUAL VALLEY RD.
P196303		3 1131C7	▼	C ▼		A/F 16666 SAN PASQUAL VALLEY RD.
P196304		3 1131C7	▼	C ▼		E/O 16666 SAN PASQUAL VALLEY RD.
P196305		3 1131C7	▼	C ▼		E/O 16666 SAN PASQUAL VALLEY RD.
P196306		3 1131C7	▼	C ▼		E/O 16666 SAN PASQUAL VALLEY RD.
P196307		3 1131C7	▼	C ▼		W/O 16789 SAN PASQUAL VALLEY RD.
P196308		3 1131C7	▼	C ▼		16789 SAN PASQUAL VALLEY RD.
P196309		3 1131D6	▼	C ▼		E/O 16789 SAN PASQUAL VALLEY RD.
P196310		3 1131C7	▼	C ▼		E/O 16789 SAN PASQUAL VALLEY RD.
P196314		3 1131C7	▼	C ▼		E/O 16789 SAN PASQUAL VALLEY RD.
P196332		3 1130J7	▼	C ▼		15818 OLD SAN PASQUAL RD
P196333		3 1130J7	▼	C ▼		E/O 15777 OLD MILKY WY
P196334		3 1131A7	▼	C ▼		E/O 15777 OLD MILKY WY
P196335		3 1131A7	▼	C ▼		E/O 15777 OLD MILKY WY
P196336		3 1131A7	▼	C ▼		E/O 15777 OLD MILKY WY
P196337		3 1131A7	▼	C ▼		R/O 16060 OLD MILKY WY
P196338		3 1131A7	▼	C ▼		R/O 16060 OLD MILKY WY
P196339		3 1131A7	▼	C ▼		E/O 15818 OLD SAN PASQUAL
P196340		3 1131A7	▼	C ▼		R/O 16088 OLD MILKY WY
P196341		3 1131A7	▼	C ▼		E/O 15818 OLD SAN PASQUAL
P196377		3 1131F6	▼	C ▼		18118 BANDY CANYON RD.
P196383		3 1131E6	▼	C ▼		17141 SAN PASQUAL VALLEY RD.
P196384		3 1131E6	▼	C ▼		17141 SAN PASQUAL VALLEY RD.
P196386		3 1131E6	▼	C ▼		17141 SAN PASQUAL VALLEY RD.
P196387		3 1131E6	▼	C ▼		17141 SAN PASQUAL VALLEY RD.
P196394		3 1131E6	▼	C ▼		15TH POLE E. OF 16789 SAN PASQUAL
P196396		3 1131D6	▼	C ▼		6TH POLE E. OF 16789 SAN

San Diego Gas & Electric
Geographic Facilities Management System
Joint Pole Application

Pole Id	Suffix	District	Thom Bros Page	Stub Indicator	Attachment Type	Foreign Structure ID	Location
P196397		3	1131D6	▼	C ▼		8TH POLE E. OF 16789 SANPASQUAL F
P196398		3	1131D6	▼	C ▼		SAN PASQUALHWY 78
P196399		3	1131D6	▼	C ▼		SAN PASQUAL HWY 78
P196401		3	1131D6	▼	C ▼		PP BT#1 BOX 843 HWY 78SAN PASQUA
P196402		3	1131D6	▼	C ▼		13TH POLE E. OF 16789 SAN PASQUAL
P196403		3	1131E6	▼	C ▼		14TH POLE E. OF 16789 SAN PASQUAL
P32736		3	1131B7	▼	C ▼		SAN PASQUAL VALLEY RD. E/O YSABE
P513016		3	1131A7	▼	C ▼		E/O 15777 OLD MILKY WY
P815684		3	1131D6	▼	C ▼		7TH POLE E. OF 16789 SAN PASQUAL
P817186		3	1131C7	▼	C ▼		E/O 16789 SAN PASQUAL VALLEY RD.

San Diego Gas & Electric Geographic Facilities Management System Joint Pole Application

Company Code: 01	Application No: ESC141		
Company Name: COX CABLE SAN DIEGO			
Job Location: Escondido	Date Billed: 11/01/2001		
Date To Dist: 07/12/2001	Bill Amount: \$97.50		
Date From Dist: 08/01/2001	AR Invoice No:		
Date Approved: 08/01/2001	Poles Per App: 49		
Comments1:			
Comments2:			

Pole Id	Suffix	District	Thom Bros	Stub Indicator	Cable Type	Foreign Structure	Location
Page							
P11638		3	1130J7	▼	C	▼	N/O 15818 OLD SAN PASQUAL
P11639		3	1131A7	▼	C	▼	N/O 15818 OLD SAN PASQUAL
P11640		3	1131A7	▼	C	▼	E/O 15818 OLD SAN PASQUAL
P11641		3	1131A7	▼	C	▼	E/O 15818 OLD SAN PASQUAL
P11642		3	1131A7	▼	C	▼	E/O 15818 OLD SAN PASQUAL
P11672		3	1130J7	▼	C	▼	HWY 78 (PPS) E/O SAN PASQ
P11682		3	1131B7	▼	C	▼	SAN PASQUAL
P11908		3	1131F6	▼	C	▼	SAN PASQUAL S/O BRIDGE EXT.
P11909		3	1131F6	▼	C	▼	SAN PASQUAL S/S RIVER AT
P11910		3	1131E6	▼	C	▼	SAN PASQUAL (PPS) W/O BRI
P11911		3	1131E6	▼	C	▼	SAN PASQUAL (PPS) W/O BRI
P14031		3	1131A7	▼	C	▼	N/O 15818 OLD SAN PASQUAL
P14032		3	1131A7	▼	C	▼	E/O 15818 OLD SAN PASQUAL
P14033		3	1131A7	▼	C	▼	E/O 15818 OLD SAN PASQUAL
P14034		3	1131A7	▼	C	▼	E/O 15818 OLD SAN PASQUAL
P14259		3	1131B7	▼	C	▼	SAN PASQUAL
P14261		3	1131B7	▼	C	▼	1 POLE S.E. OF HIGHWAY 78
P14262		3	1131B7	▼	C	▼	HWY 78 E/O BATTLE MONUMEN
P14263		3	1131B7	▼	C	▼	2ND POLE E. OF HIGHWAY 78
P14264		3	1131B7	▼	C	▼	SAN PASQ. VLY RD. (HWY 78
P14265		3	1131B7	▼	C	▼	5TH POLE E. OF HIGHWAY 78
P14266		3	1131C7	▼	C	▼	A/F 1ST POLE W. OF 16666
P14267		3	1131C7	▼	C	▼	A/F 16666 SAN PASQUAL VAL
P14268		3	1131C7	▼	C	▼	A/F 16666 SAN PASQUAL VAL
P14269		3	1131C7	▼	C	▼	1ST POLE E. OF A/F 16666
P14270		3	1131C7	▼	C	▼	2ND POLE E. OF A/F 16666
P14271		3	1131C7	▼	C	▼	3RD POLE E. OF A/F 16666
P14272		3	1131C7	▼	C	▼	4TH POLE E. OF A/F 16666
P14273		3	1131C7	▼	C	▼	16789 SAN PASQUAL V. RD.
P14274		3	1131C7	▼	C	▼	1ST POLE E. OF 16789 SAN
P14276		3	1131D6	▼	C	▼	4TH POLE E. OF 16789 SAN
P14278		3	1131D6	▼	C	▼	6TH POLE E. OF 16789 SAN
P14279		3	1131D6	▼	C	▼	8TH POLE E. OF 16789 SAN
P14280		3	1131D6	▼	C	▼	SAN PASQUAL
P14281		3	1131D6	▼	C	▼	SAN PASQUAL

San Diego Gas & Electric
Geographic Facilities Management System
Joint Pole Application

Pole Id	Suffix	District	Thom Bros	Stub Indicator	Cable Type	Foreign Structure	Location
P14283		3	1131D6	<input type="checkbox"/>	C	<input type="checkbox"/>	PP BT#1 BOX 843 HWY 78
P14284		3	1131D6	<input type="checkbox"/>	C	<input type="checkbox"/>	13TH POLE E. OF 16789 SAN
P14285		3	1131E6	<input type="checkbox"/>	C	<input type="checkbox"/>	14TH POLE E. OF 16789 SAN
P14286		3	1131E6	<input type="checkbox"/>	C	<input type="checkbox"/>	15TH POLE E. OF 16789 SAN
P14288		3	1131E6	<input type="checkbox"/>	C	<input type="checkbox"/>	3RD POLE W. OF RT. 1, BOX
P14289		3	1131E6	<input type="checkbox"/>	C	<input type="checkbox"/>	2ND POLE W. OF RT. 1, BOX
P14290		3	1131E6	<input type="checkbox"/>	C	<input type="checkbox"/>	1ST POLE W. OF RT. 1, BOX
P14620		6	1168B5	<input type="checkbox"/>	C	<input type="checkbox"/>	RANCHO SANTA FE
P14877		6	1148C7	<input type="checkbox"/>	C	<input type="checkbox"/>	AVF 5503 LA CRESCENTA
P32571		3	1131C7	<input type="checkbox"/>	C	<input type="checkbox"/>	3RD POLE E. OF 16789 SAN
P32736		3	1131B7	<input type="checkbox"/>	C	<input type="checkbox"/>	3RD POLE E. OF HIGHWAY 78
P513016		3	1131A7	<input type="checkbox"/>	C	<input type="checkbox"/>	N/O 15818 OLD SAN PASQUAL
P815684		3	1131D6	<input type="checkbox"/>	C	<input type="checkbox"/>	7TH POLE E. OF 16789 SAN
P817186		3	1131C7	<input type="checkbox"/>	C	<input type="checkbox"/>	2ND POLE E. OF 16789 SAN

P196394
P196387

EXHIBIT 2

LICENSE AGREEMENT

THIS AGREEMENT, made this 19th day of ^{June} 1963,

between SAN DIEGO GAS & ELECTRIC COMPANY, Party of the

First Part (hereinafter referred to as the "Licensor") and

M. M. M.
Area Television Antenna, Inc., Party of the Second
Part (hereinafter referred to as the "Licensee"),

W I T N E S S E T H:

WHEREAS, said Licensor is engaged in the business of constructing, maintaining and operating electric generating plants and distributing and selling electric energy for light, heat and power for the residents and inhabitants of the County of San Diego and of a portion of the County of Orange, State of California, and elsewhere, all under franchise or franchises granted by the several municipalities in said Counties of San Diego and Orange, and by the County of San Diego and by the County of Orange; and

WHEREAS, incident to the distribution of electric energy the Licensor has erected poles and other structures within the territory in which said electric energy is distributed and used, the said poles and structures being located on roads, highways and private and public places; and

WHEREAS, Licensor may have granted to other parties a right to use said poles; and

WHEREAS, Licensee is in the business of transmitting, amplifying and/or distributing television signals received from licensed television broadcasting systems to various homes, businesses and other users thereof, located throughout the areas specified in paragraph 2 hereof, and

WHEREAS, Licensee desires to use poles (but not other structures) owned by the Licensor as supports for cables, wires and appliances, together with associated messenger cables, guy wires, anchors and other appurtenances (but not including amplifiers) all hereinafter called "equipment" or "Licensee's equipment", and

WHEREAS, said poles do now or may in the future support electric supply conductors of either or both above and below 600 volts and/or electric communication conductors for telephone or other communication purposes,

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is mutually agreed by and between the parties hereto that the following terms and conditions shall govern Licensee's use of the aforesaid poles as Licensor may, upon application, permit Licensee to use in the conduct of its business of furnishing community antenna television service:

1. Licensee's use of said poles shall be confined to supporting such of its equipment as Licensor has given Licensee written permission to install; and said equipment shall be used only for the distribution to Licensee's customers of television

signals received from television broadcast stations by Licensee's receiving antenna system. Nothing contained in this License Agreement shall be construed to obligate Licensor to grant Licensee permission to use any particular pole or poles. Licensee agrees not to attach amplifiers to any pole or poles owned by the San Diego Gas & Electric Company.

2. Permission granted to the Licensee pursuant to the terms hereof shall be exercised only within the area described in Exhibit "A" attached hereto and by this reference made a part hereof.

3. Whenever Licensee shall desire to place equipment on any of said poles, Licensee shall make written application to Licensor for permission to do so in the number of copies and in the form from time to time prescribed by Licensor. If said application is approved, permission to place the equipment described in said application on the pole or poles therein identified shall be granted by Licensor by signing one copy of said application in the place provided thereon for that purpose and returning said signed copy to Licensee.

4. Upon receipt of said signed copy of said application, but not before, Licensee shall have the right to install, maintain and use its equipment described in said application on the pole or poles identified therein; provided, however, that before commencing any such installation, Licensee shall notify Licensor of the time when he proposes to do said work, sufficiently in advance thereof, so that Licensor may arrange to have its representative

present when such work is performed, and provided, further that Licensee shall complete said installation within such reasonable time limit as may be specified in said approved application.

5. Licensee shall not have the right to place, nor shall it place any additional equipment on any pole used by it thereunder without first making application therefor and receiving permission to do so as provided hereinabove, nor shall Licensee change the position of any equipment on any pole hereunder without Licensor's prior written approval.

6. In the event that Licensee desires to use a pole on which there is not adequate space to provide for Licensee's equipment, Licensor will so indicate on said application the necessary changes and the estimated cost thereof and return the same to the Licensee; and if Licensee still desires to use said pole or any pole erected by way of replacement of an existing pole and returns the application marked to so indicate, Licensor will replace such pole with a longer pole and/or rearrange the facilities on such pole, provided that Licensee pays, in advance, to Licensor and any other party using said pole, by reason of a joint pole agreement or otherwise, the estimated cost to be incurred by each of them of transferring to the new pole all equipment supported by the said existing pole, plus the cost installed of the new pole and any new appurtenances occasioned by the change, less net salvage realized from equipment removed and less allowance for depreciation included with respect to the

pole removed and/or the estimated cost of such rearrangement of facilities.

7. In the event that, in Licensor's judgment, Licensee's existing equipment on any pole renders inadequate the space for the placement or use of any facilities thereon required by the Licensor or by any other party using the pole or poles by reason of the joint pole agreement mentioned hereinafter, or otherwise, and if said facilities could be placed on said pole by removing Licensee's equipment therefrom, or by rearranging existing facilities thereon, the Licensor may notify the Licensee of the rearrangement of existing facilities or pole replacement and transfers of existing facilities required in order to permit the placement of Licensor's facilities as aforesaid, and to continue the accommodation of Licensee's equipment, together with an estimate of the cost of making any such changes; if Licensee desires to continue to maintain its equipment on said pole, or such replacing pole and so notifies the Licensor, the Licensor will make such pole replacement, if required, and will request the other of the aforesaid parties, then maintaining facilities upon such pole to make such rearrangements or transfers of said existing facilities. The same shall be done at the risk and expense of the Licensee and Licensee will, on demand, pay Licensor and any such other party for the expense incurred thereby by each of them. Licensor shall not be responsible to Licensee for any loss or damage whatsoever sustained by Licensee by reason of the failure of any such other party using said pole to make such rearrangements or transfers, whether such loss,

damage or otherwise occurs by reason of delays or interruptions of Licensee's service or otherwise. If Licensee does not so notify Licensor, Licensee shall remove its equipment from such pole within thirty days from such notification from Licensor.

8. If Licensee should require equipment in a location upon any public thoroughfare or other public or private property and Licensor shall not have poles so located as to fulfill Licensee's requirements, Licensee shall in all cases notify Licensor of its need for such poles in order that Licensor may determine whether it wishes to place the poles in such a location. If Licensor is willing to erect poles in such location adequate to provide for the service requirements of the Licensee hereto, Licensor shall so notify Licensee and thereupon Licensee shall make application under this License Agreement for permission to place its equipment thereon. Upon receipt of said application, Licensor shall proceed to erect said poles.

9. In the event Licensee places and maintains a pole or poles of its own in a place and manner not inconsistent with or prohibited by any of the terms and conditions of this License Agreement and Licensor desires to place and maintain a pole or poles of its own in or near the location of Licensee's said pole, Licensor may give Licensee thirty days written notice of its intention so to do. The said notice shall designate the pole or poles to be removed and replaced. After said thirty day period, Licensor may replace Licensee's said pole or poles with one of

its own. Upon such replacement Licensee's use of Licensor's said pole or poles shall be governed by all of the terms and conditions hereof; provided, however, the provisions of paragraph 16 relating to the rental of Licensor's poles shall be inapplicable to poles erected as replacement pursuant to the terms of this paragraph. Licensor shall bear the cost of removal and replacement of said pole and of the relocation of Licensee's equipment thereon. Upon the removal of Licensee's poles from the ground, Licensee shall forthwith take possession of the same and remove them from the area.

10. In order to keep the number of poles on public thoroughfares and elsewhere to a practical minimum, Licensee agrees not to erect any pole of its own in or upon any public streets, ways, alleys and places as the same may now or hereafter exist within the said franchise area or in or near any location upon other public or private property where Licensor is willing to accommodate Licensee's equipment or to provide a pole reasonably adequate to accommodate Licensee's equipment. Upon receipt by Licensee from Licensor of written notice that Licensor is unwilling to accommodate Licensee's equipment under the terms and provisions of this license agreement, Licensee may proceed to erect its own poles, but will not locate any such poles of its own near an existing pole of Licensor. Until receipt of said notice Licensee will not erect any poles of its own in or upon any public street, way, alley, place or other public or private property where

no poles have existed prior thereto.

11. Licensee shall at any time, at its sole risk and expense, upon request of Licensor, relocate, replace or renew said equipment and transfer it to poles erected by way of replacement of existing poles, and perform any other work in connection with said equipment that may be required by Licensor; provided, however, that in cases of emergency, Licensor may, at Licensee's sole risk and expense, relocate, replace or renew said equipment, transfer it to poles erected by way of existing poles and perform any other work in connection with said equipment that may be required in the maintenance, replacement, removal or relocation of said poles or the facilities thereon or which may be placed thereon or for the service needs of Licensor or any other owner of an interest in said pole or of facilities thereon and the Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred.

12. Licensee may at any time remove its equipment from any of said poles and, in each such case, Licensee shall immediately give Licensor written notice of such removal in the number of copies and in the form from time to time prescribed by Licensor. Removal of said equipment from any pole shall constitute a termination of Licensee's right to use such pole.

13. In the event that it becomes necessary to move, replace or relocate any pole on which Licensee's conductors, appurtenances or equipment are supported Licensee forthwith

upon notice so to do, at its own cost and expense, shall do all work necessary to remove, replace and/or transfer said equipment of Licensee to the relocated or new pole of Licensor, as the case may be.

14. The occupancy of pole space by Licensee's equipment and the design of attachment thereof, shall be subject to approval of the Licensor and subject to present or future occupancy of pole space by other party or parties to whom Licensor has granted or may grant any right to use such poles. All rights and privileges granted herein by Licensor to Licensee, pursuant to said written application shall be and hereby are made subject and subordinate to all of the terms and conditions of that certain "Joint Pole Agreement" now in full force and effect between the Licensor and the Pacific Telephone & Telegraph Co., a copy of which is attached hereto as Exhibit "B" and by this reference made a part hereof, of all future revisions, amendments and supplements thereto and to all future superseding agreements. At the present time the Licensor and Pacific Telephone & Telegraph Co. are revising the existing Joint Pole Agreement to the end that a superseding agreement will be executed in the foreseeable future. Licensor reserves to itself and to each other owner of facilities on said poles, other than the Licensee herein, the right to maintain said poles and to operate their facilities thereon in such a manner as will best enable them to fulfill their own service requirements and neither Licensor nor any said other owner shall be liable to

Licensee for any interruption to Licensee's services or for any interference of the operation of the Licensee's equipment arising in any manner from the use of said poles and the facilities owned by Licensor and each said other owner. Licensee hereby consents to the interruption of its service and with the operation of its equipment at such times as said interruption is reasonably necessary.

15. Nothing contained in this License Agreement shall obligate Licensor to maintain its poles or any of them in existence for a period of time longer than the same are convenient or necessary for its own service requirements.

16. Commencing with the date of this License Agreement, Licensee shall pay to Licensor annually in advance the sum of \$100.00, and in addition thereto \$2.50 per pole in advance, for each pole Licensee uses during all or part of any contract year; payment for any pole, use of which is commenced after the commencement of the contract year, shall be in advance and at the time of receipt by Licensee of location sketch approved by Licensor. All payments hereunder shall be made by Licensee to Licensor promptly, at Licensor's place of business in the City of San Diego, California.

By giving six (6) months' notice to Licensee, Licensor may from time to time increase or decrease the rates specified in this paragraph, effective as of the expiration of said six months. If such changed rates are not acceptable to Licensee,

Licensee may terminate this License Agreement as elsewhere provided herein.

17. All of Licensee's conductors, appurtenances and equipment supported on or by said pole shall be installed, operated and maintained by Licensee in a workmanlike manner in compliance with General Order No. 95 of the California Public Utilities Commission and any amendments, revisions and supplements thereto, including not less than the minimum clearances from all other conductors and equipment as specified in said order, or any superseding order, and in compliance with all applicable laws or ordinances.

18. Approval of the applications is not to be construed as assurance by Licensor that Licensee's conductors, appurtenances and equipment are, or will be erected and/or maintained in compliance with the requirements of General Order No. 95 and applicable laws; to the contrary, Licensor assumes no responsibility for any failure by Licensee to comply with the aforesaid requirements.

19. All work done on or about said poles or for Licensee in connection with the installation, operation and maintenance of Licensee's conductors or equipment shall be performed by workmen qualified to perform such work, whether they be Licensee, its employee, its agents, contractors or employees of contractors.

20. Licensee shall obtain all necessary permits and rights of way for the erection, operation and maintenance of Licensee's conductors and equipment over, along, across, on, through and under public streets, roads, highways and private property and this agreement shall not be construed as a grant of right of way or easement by Licensor except as to the use of Licensor's poles to support Licensee's conductors and equipment subject to the terms and conditions hereof, after the necessary permits and rights of way have been obtained by Licensee.

21. Licensee shall require that each employee, agent and contractor working on or about said poles under this License Agreement shall observe and comply with all security rules of the United States Government and all laws in furtherance of the security of communications. Licensee will not assign work to and will not permit work on or about said poles by any employee, agent or contractor who is judged a doubtful security risk. Licensee shall provide identification of all workmen authorized by Licensee to work on or about Licensee's conductors or equipment on said poles.

22. Licensor may revoke Licensee's right to use each, any and all of such poles at any time upon thirty days written notice to Licensee and Licensee shall remove its equipment from such pole or poles within said thirty days. If Licensee should default in the removal of its equipment from

any pole within the time allowed for such removal, or should a default occur in the performance of any other work which it is obligated to perform under this agreement, Licensor may elect to do such work at Licensee's sole risk and expense and Licensee, upon demand, will reimburse Licensor for the entire expense thereby incurred. Licensee hereby absolves Licensor from any and all claim or action which might arise from the interruption or discontinuance of Licensee's operation as a result of the operation of the provisions of this paragraph or this agreement as a whole.

23. Licensor does not by the terms and conditions of this agreement, purport to grant to Licensee any right or privilege whatever to use poles owned by Pacific Telephone & Telegraph Co., even though Licensor itself, has by reason of the said Joint Pole Agreement or otherwise acquired permission to use the same for the location of its own facilities; to the contrary, in order to use telephone company poles, Licensee will be obliged to comply with whatever terms and conditions have been or may hereafter be established by the said Pacific Telephone & Telegraph Co. for the use of the same.

24. Licensee shall, at its own sole risk and expense, place and maintain said equipment on said poles (i) in a safe condition and in thorough repair, (ii) in a manner suitable to Licensor and so as not to conflict or interfere with the working

use of said poles by Licensor or others using said poles, or with the working use of facilities of Licensor or others on or from time to time placed on said poles, and (iii) in conformity with such requirements and specifications as Licensor shall from time to time prescribe and with all laws, and the regulations, orders and decrees of all lawfully constituted bodies and tribunals, pertaining to pole line construction, including, without limiting the scope of the foregoing, General Order No. 95 of the Public Utilities Commission of the State of California, and any supplements thereto and revisions thereof.

25. Licensee shall complete the installation of its equipment on the pole or poles covered by each approved individual application within such time limit as Licensor shall designate on said application for such installation; and in the event Licensee should fail to complete the installation of its equipment on said pole or poles within said prescribed time limit, the permission granted by Licensor to place said equipment on said pole or poles shall thereby automatically be revoked and Licensee shall not have the right to place said equipment on said pole or poles without first again applying for and receiving permission to do so, all as prescribed in this License Agreement.

26. (a) Licensee, at its own sole risk and expense, shall provide, own and maintain such guys and anchors as are required to hold the strains of its equipment on said poles in all cases where Licensee's anchorage requirements are not

coincident with those of Licensor.

(b) In general, in those cases where the anchorage requirements of Licensee and Licensor are coincident, the strains of Licensee's equipment and of Licensor's facilities on said poles shall be held by the existing guys and anchors; however, in individual cases when in Licensor's judgment such procedure is desirable, Licensee, at its own sole risk and expense, shall provide, own and maintain separate guys or anchors, or both, to hold the strains of its equipment on said poles.

(c) In those cases where existing guys and anchors are inadequate to support Licensee's strains and separate guys and anchors are not desired or if guys and anchors being used by Licensee should be inadequate to support additional strains of Licensor and any other owner or owners, other than Licensee, of facilities on said poles, or any of them, resulting from the placing of additional facilities on said poles and said guys and anchors would have been adequate to hold the additional strains if Licensee's strains were removed therefrom, Licensor shall cause the existing guys and anchors to be replaced with adequate guys and anchors at the sole risk and expense of Licensee and Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred.

(d) The term "strains" as herein used shall mean the forces created by the failure of a pole and its facilities located thereon to maintain its static equilibrium.

27. Licensee will obtain from public authorities and private owners of real property any and all permits, licenses or grants necessary for the lawful exercise of the permission granted by any application approved hereunder; and Licensee shall submit to Licensor evidence of compliance with the foregoing requirements prior to or at the time of making application for permission to place said equipment on said pole or poles.

28. Licensee shall exercise special precautions to avoid Licensee's causing damage to the facilities of Licensor and others on said poles; and Licensee shall assume all responsibility for any and all loss from such damage. Licensee shall make an immediate report of the occurrence of any such damage to the owner of the damaged facilities and shall, on demand, reimburse said owner for the entire expense incurred in making repairs.

29. Licensor shall have the right to inspect each new installation of Licensee's equipment on and in the vicinity of said poles and to make periodic inspections, semi-annually or oftener as plant conditions may warrant, of such of Licensee's plant as it deems necessary. Such inspections, made or not, shall not relieve Licensee of any responsibility, obligation or liability assumed under this agreement.

30. Licensee covenants and agrees not to provide service to any subscriber without obtaining a signed contract from said subscriber containing a provision substantially as follows:

"Subscriber understands that in providing television antenna service (Licensee) is making use of poles owned by San Diego Gas & Electric Company or in which said Company has an ownership or other interest, and that the continued use of these poles is in no way guaranteed. In the event the continued use of such poles is denied to (Licensee) for any reason (Licensee) will make every reasonable effort to provide service over alternate routes. Subscriber agrees he will make no claim nor undertake any action against the San Diego Gas & Electric Company or others having an ownership or other interest in said poles if the service to be provided by (Licensee) hereunder is interrupted or discontinued, regardless of the reason therefor."

The form of Licensee's contract with its subscribers shall be subject to approval by Licensor with respect to the inclusion of this provision.

31. In furtherance of the purposes of laws, rules and regulations relating to the security of communications, espionage, sabotage and subversive activities, Licensee shall:

(a) File with the Licensor a list of the names

of all of Licensee's employees, agents and contractors who will have occasion to perform work on or about said poles, and shall file with Licensor, supplemental lists thereof whenever changes in such personnel are made.

(b) Provide suitable identification to each such employee, agent and contractor.

32. Licensee covenants and agrees to indemnify and hold harmless Licensor from and against any and all demands, claims, suits, costs of defense, attorney's fees, witness fees, including expert witness fees, liabilities and other expenses for any interference with Licensor's service, for any interference with Licensee's service, for damage to property, including, but not limited to Licensor's property, or for injury to or death of ^{other than an employee of the Licensor,} any person/including, but not limited to, any ~~employees~~, agent, servant, independent contractor or employee of an agent, servant, or independent contractor of Licensor and any employee, agent, servant, independent contractor or employee of an agent, servant, or independent contractor of Licensee, in any way arising from the construction, installation, operation, use, maintenance or existence of Licensee's conductors, appurtenances, devices or equipment on or about any poles owned by Licensor, or on or about any poles used by Licensor whether or not Licensor owns such poles, or in the vicinity of Licensor's electric supply conductors and facilities wherever located, or from the exercise of any other privilege granted to Licensee

by this License Agreement or from any other use of Licensor's poles or facilities by Licensee, ~~regardless of the cause and~~
~~and although because in whole or in part by the negligence of any~~
~~of its officers, employees,~~
~~agents, independent contractors or other persons~~

33. Licensee covenants and agrees to provide and maintain insurance to cover:

- a. Workman's Compensation with respect to all work done on or about said poles or for Licensee;
- b. Comprehensive Liability for bodily injury or death in amounts not less than \$500,000 each person and \$1,000,000.00 each occurrence for any and all such risks against which Licensee agrees to indemnify and hold harmless Licensor by the terms of paragraph 32 of this License Agreement; and
- c. Comprehensive Liability for property damage, including consequential damage, in an amount not less than \$500,000 each ~~occurrence~~ ^{accident} for any and all such risks against which Licensee agrees to indemnify and hold harmless Licensor by the terms of paragraph 32 of this License Agreement.
- d. Contractual Liability for any and all such risks against which Licensee agrees to indemnify and hold harmless Licensor by the terms of paragraph 32 of this License Agreement.

Max ~~to~~

A Comprehensive General Liability insurance policy, including bodily injury liability, and property damage liability in the amounts specified in parts (b) and (c) of this paragraph, and including ~~Standard~~ Contractual liability insurance in equal amounts to those specified in parts (b) and (c) of this paragraph. Said insurance shall name the San Diego Gas & Electric Company as an additional named insured and shall contain a cross liability clause. The policy or policies of insurance shall provide that notice shall be given to the San Diego Gas & Electric Company at least ten (10) days prior to cancellation or material change in the form or coverage of any such policy or policies. The maximum limits of liability stated above shall be increased if and when requested by Licensor. Licensee shall provide to Licensor a copy of each insurance policy.

34. Licensee shall within fifteen (15) days, after the signing of this License Agreement, furnish Licensor with a bond to cover the faithful performance by Licensee of all the terms and provisions of this License Agreement on its part to be performed and shall be in the amount of \$10,000.00 and in such form as Licensor shall specify from time to time. The bond shall also secure payment of obligations to all persons supplying Licensee with labor and materials, used or expended in connection with the construction and installation, operation and maintenance or existence of Licensee's equipment pursuant to the terms of this License Agreement. Any change in the terms, covenants or conditions of this License

Agreement, with or without notice or consent of the surety, shall not release the surety on the said bond, provided the intent of this License Agreement is not altered thereby. Such bond shall be issued by a surety company selected by the Licensee and satisfactory to Licensor; said surety company shall be one whose name is on file with the County Clerk of San Diego County as an approved and financially sound surety company authorized to transact business in this state. Said bond shall meet all requirements and contain all conditions required by the laws of the State of California. The bond shall not be subject to termination or cancellation, except on 90 days prior written notice by certified mail to Licensor and subject thereto shall be maintained in full force and effect throughout the life of this agreement.

35. In the event of default under any provision of this agreement Licensor may immediately commence and prosecute to completion the removal of any and all of Licensee's conductors, appurtenances and equipment supported on said poles and said cost of removal shall be recoverable by Licensor from Licensee or under Licensee's bond.

36. Licensee agrees to pay all reasonable legal expense of Licensor, including attorneys' fees, in the event of suit against Licensee to enforce the provisions of this License Agreement.

37. This License Agreement shall continue for a term of three (3) years from the date hereof and thereafter from

year to year unless cancelled by either party as elsewhere provided herein.

38. Licensee shall not assign this License Agreement in whole or in part to any other person or party without the written consent of Licensor first had and obtained.

39. It is further agreed that any waiver by the Licensor of any breach of any one or more of the conditions or obligations of this License Agreement shall not be construed to be a waiver of any subsequent or other breach of the same, nor shall the failure on the part of the Licensor to require or exact full and complete compliance with any of the conditions or obligations of this License Agreement, be construed as in any manner changing the terms hereof or stop the Licensor from enforcing the full provisions hereof, nor shall the terms of this License Agreement be changed nor altered in any manner whatsoever, other than by written agreement of the Licensor and the Licensee.

40. It is mutually agreed that any notice or notices provided for by this License Agreement, or by law be given or served upon the Licensee, may be given or served by registered letter addressed to Area Television Antenna, Inc.
409 West Douglas Avenue, El Cajon, California,
California, deposited in the United States mail or may be served personally upon the said Licensee or any person hereafter authorized by said Licensee to receive such notice; and that any notice or notices provided by this License Agreement or by law

to be served upon the Licensor may be given or served by registered letter addressed to the San Diego Gas & Electric Company, 861 Sixth Avenue, San Diego, California; and that any notice or notices given or served herein shall be effective and binding for all purposes upon the parties so served.

41. It is mutually agreed that time is of the essence as to each and all of the terms and provisions of the License Agreement.

42. Licensee shall keep Licensor's property, poles and facilities free from any and all liens arising out of any work performed, materials furnished or obligations incurred by Licensee.

43. Either the appointment of the receiver to take possession of all or substantially all of the assets of the Licensee, or a general assignment by Licensee for the benefit of creditors or any action taken or suffered by Licensee under any insolvency or bankruptcy act, shall constitute a breach in default of this License Agreement.

44. This License Agreement shall be subject to such changes or modifications as may be required or authorized by law and by any regulatory commission in the exercise of its lawful jurisdiction, and any modification, revision, renewal or extension of this License Agreement shall so state.

45. The provisions of this License Agreement are conditional upon the right of the Licensor to commence or resume the use of the property rights hereinabove referred to whenever in the interest of its service to its patrons or consumers, it shall appear necessary or desirable to do so, as provided by General Order No. 69 of the Public Utilities Commission of the State of California.

IN WITNESS WHEREOF the parties hereto have executed these presents this 19th day of June , 1963 .

SAN DIEGO GAS & ELECTRIC COMPANY,
a corporation,

By P. M. Klauber
P. M. Klauber, Vice President - Engineering
By W. J. Karnes
W. J. Karnes, Secretary
Licensor

AREA TELEVISION ANTENNA, INC.

By Lee Bruckman
Lee Bruckman - Chairman of the Board
By W. J. Karnes
W. J. Karnes, Secy.

Address 409 West Douglas Avenue
El Cajon, California

Licensee

State of California }
County of San Diego } ss.
June 19, 1963

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared P. M. Klauber known to me to be the Vice President, and W. J. Karnes known to me to be the Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its By-Laws or a Resolution of its Board of Directors.
I WITNESS my hand and official seal.

Called Mary A. Wilkins
Notary Public in and for said County and State.
MARY A. WILKINS
My Commission Expires Oct. 19, 1968