



Real Estate Assets Department
SDC003

SD THEATRES, INC

S408P1-015-C00

Document Type

LEGAL DOCUMENTS



Sub - Category

AGREEMENTS



LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), made and entered into as of 09-01, 2022 (the "Effective Date"), by and between SAN DIEGO THEATRES, hereinafter called "Licensor," and SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation, hereinafter called "Licensee." Licensor and Licensee are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

1. Grant of License:

(a) Licensor is the owner of certain real property commonly known as 202 C STREET, SAN DIEGO, CA 92101.

(b) Licensor hereby grants to Licensee a non-exclusive license (the "License") to use the premises described in Exhibit A (the "Licensed Premises") located on the Real Property solely for the purposes described below and subject to the terms and conditions set forth in this Agreement:

Erecting, attaching, installing, modifying, repairing, maintaining, using, operating, inspecting, testing, removing and/or providing an electrical connection to and power for smart meter network communications devices, including but not limited to antennas, gas repeaters and/or radio frequency local area network ("RFLAN") range extenders (collectively, the "Facilities", and as a whole, the "Permitted Purpose").

2. Term of License: The term of the License (the "Term") shall commence on the Effective Date and shall expire on the twentieth (20th) anniversary of such date unless the License is earlier terminated in accordance with Paragraph 3(a), or renewed in accordance with Paragraph 4 below.

3. Termination:

(a) Either party may terminate the License at any time, for any reason or no reason, with or without cause, by delivering written notice to the other party in accordance with the notice provisions of Paragraph 9 below, which notice shall state the effective date of such termination, which shall be at least thirty (30) days after delivery of the notice.

(b) At the end of the Term or upon revocation of the License, Licensee shall cause the Licensed Premises to be restored to a condition as close to the condition it was in on the Effective Date as reasonably possible, subject to reasonable wear and tear; provided, however, that Licensee shall not be required to restore, repair or mitigate any damage or loss to the Licensed Premises that was not directly caused by Licensee or its employees, contractors, subcontractors, agents or invitees (collectively, the "Licensee Parties").

4. Extension Option: Licensee shall have the option to extend this Agreement for a period of 5 years by delivering written notice to Licensor thirty (30) days prior to the end of the Term in accordance with Paragraph 9 below, stating that Licensee is exercising its right to extend the License, in which event, the License shall be extended immediately upon the end of the initial Term and shall be subject to the terms and conditions, rights and obligations contained herein.

5. Reimbursement of Energy Costs. During the term of the License, Licensee shall credit back to Licensor each month on Licensor's utility bill the kilowatt hour value of the cost of electricity service used by the Facilities during the preceding month as a result of the Permitted Purpose.

6. Access to Licensed Premises: Licensee shall have the right of ingress to and egress from the Licensed Premises by any practical route in, upon, over and across the Real Property and shall have access to the Licensed Premises to install, repair, maintain, exchange, and/or remove the Facilities during normal business hours (the "Access Rights"); provided that Licensee shall exercise the Access Rights in a reasonable manner designed to minimize any interference with the activities of Licensor or its invitees on the Real Property.

7. Indemnification: Licensee hereby agrees to indemnify, defend and hold harmless Licensor and its officers, directors, employees, shareholders, partners, parent company and affiliates (collectively, the "Licensor Parties") from and against any and all claims, damages or expenses (including but not limited to reasonable attorney's fees) (collectively, "Claims") for personal injury, death or property damage or destruction to the extent proximately caused by the negligent acts or negligent or willful omissions of Licensee or the Licensee Parties; provided, however, Licensee's indemnification obligations shall not include Claims to the extent arising from the negligent acts or negligent or willful omissions of Licensor.

8. Assumption of Risk and Release: Licensee, on behalf of itself and the Licensee Parties, hereby assumes all risk of injury to any Licensee Party or the Facilities arising out of Licensee's use of the Licensed Premises, and fully releases, waives and forever discharges Licensor and the Licensor Parties from any Claims of any nature arising from Licensee's use of the Licensed Premises.

9. Notices: All notices or other communications required or permitted by this Agreement shall be in writing and shall be considered as properly given if (a) delivered in person, (b) sent by overnight courier service (including FedEx, UPS and other similar overnight delivery services), (c) mailed by first class United States Mail, postage prepaid, registered or certified with return receipt requested, or (d) sent by fax, telecopy, or other electronic means, with receipt confirmed, addressed as follows:

If to Licensee:

San Diego Gas & Electric Company
8315 Century Park Court - SD1164
San Diego, CA 92123
Attention: SM Network Device
Telephone: 1-888-364-4690
Email: NetworkDevice@SempraUtilities.com

If to Licensor:

San Diego Theatres
233 A Street, Ste. 900
San Diego, CA 92101
Attention: Nawar Saadi
Telephone: 619-615-4141
Email: nawar.saadi@sandiegotheatres.org

10. Disclosure Regarding Electric and Magnetic Fields: Licensee hereby notifies Licensor and the Licensor Parties that the Facilities may generate electric and magnetic fields ("EMF"). The medical and scientific communities have been unable to determine whether EMF causes health effects or establish any standard or level of exposure that is known to be either safe or harmful. Many researchers believe that if there is a risk of adverse health effects from EMF, the risk is probably low but warrants further investigation. Licensee shall provide additional information regarding EMF to Licensor or the Licensor Parties upon written request.

11. Limitation of Liability: In no event shall either Party be liable to the other for any consequential, special, exemplary, punitive or incidental damages arising out of or in connection with this Agreement, even if such damages are reasonably foreseeable at the time of contracting, and independent of whether such damages arise in contract, tort, through strict liability or under any other theory of law.

12. Governing Law and Venue:

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflicts of law principles.

(b) The Parties hereby agree that any legal action or proceeding arising out of this Agreement shall be brought in a state court of competent jurisdiction in San Diego, California. By execution and delivery of this Agreement, each of the Parties hereby irrevocably accepts and submits to the jurisdiction of such courts, generally and unconditionally, in connection with any such legal action or proceeding.

13. No Prescriptive Rights: In no event shall Licensee acquire any interest in the Real Property or the Licensed Premises, including but not limited to any prescriptive rights, by virtue of this License, this Agreement or any holding over on or failure to vacate or surrender the Licensed Premises after the expiration or earlier termination of the License.

14. Entire Agreement; Amendment: This Agreement contains the entire agreement of the Parties with respect to the License and the other matters set forth in this Agreement and supersedes all prior agreements, oral or written, between the Parties with respect to the License and/or any other matters set forth in this Agreement. This Agreement may not be amended except by a written instrument signed by all Parties.

15. Counterparts: This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the Effective Date.

SAN DIEGO THEATRES

By: [Signature]

Name: Nawar Saadi

Title: Engineering Manager

Date: 09.01.2022

SAN DIEGO GAS & ELECTRIC COMPANY,
a California corporation

By: [Signature]

Name: Tracie Millan

Title: Project Advisor

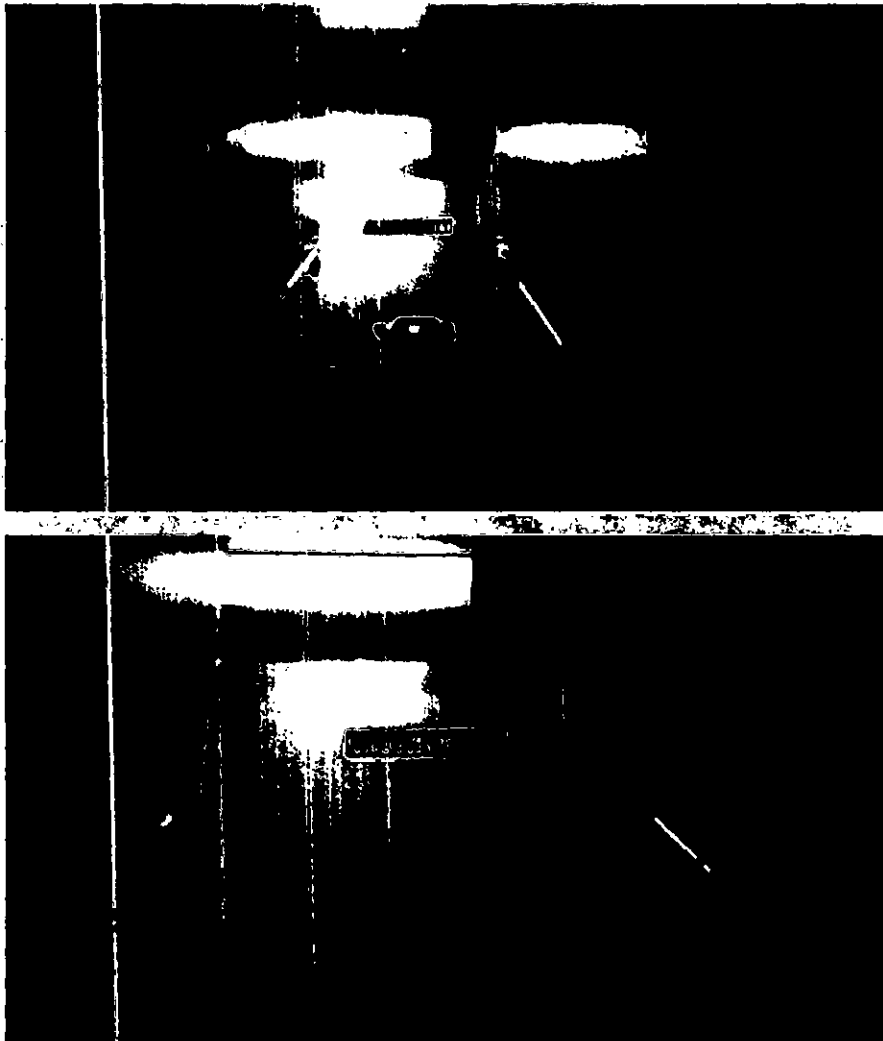
Date: 09.01.2022

EXHIBIT A

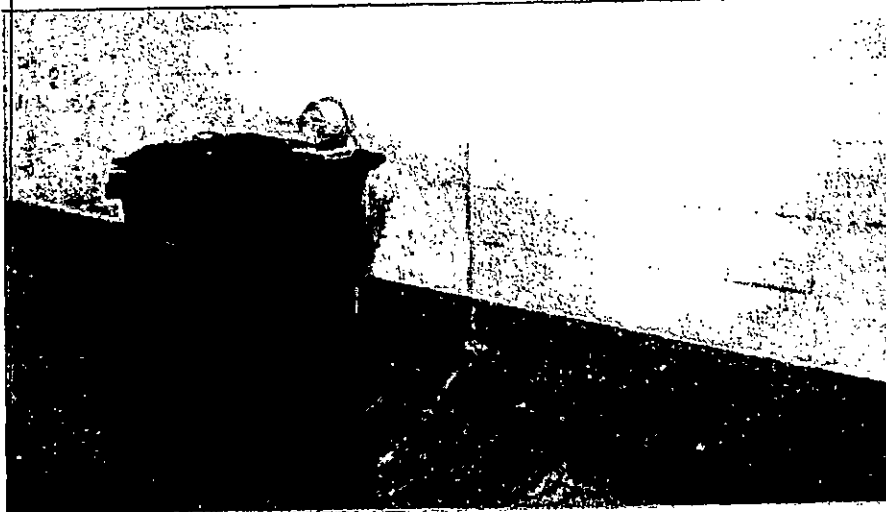
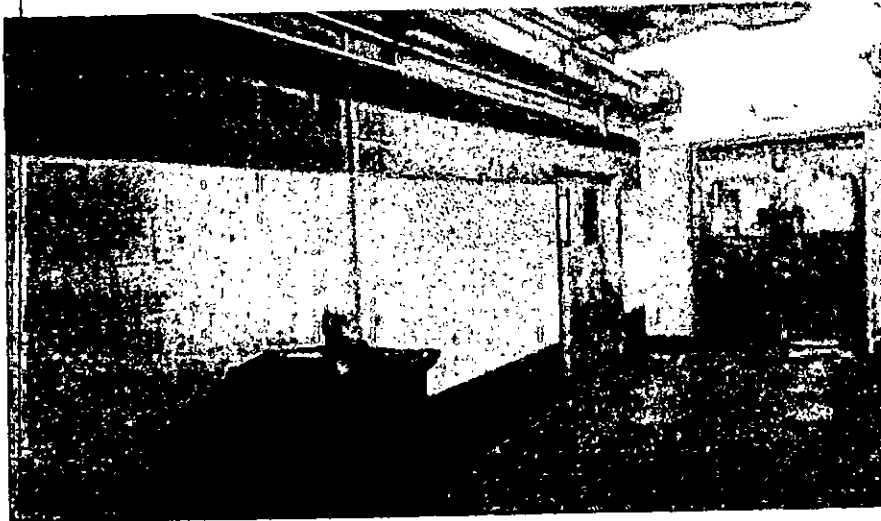
LICENSED PREMISES

The Licensed Premises shall consist of the area on the exterior walls of certain buildings on the Real Property, including all of the area lying between the exterior sidelines, which sidelines shall be no more than three (3) feet measured at right angles, on each exterior side of each and every utility facility installed within said property on or before December 31, 2023.

LOCATION 1: INSTALL AN RFR BEHIND EMPLOYEE ENTRANCE NEAR THE LOADING DOCK OF 1ST AND C ST



INSTALL LOCATION 2: INSTALL IN HALLWAY NEAR THE AIR-CONDITIONED ROOM



INSTALL LOCATION 3: IN HALLWAY, DIRECTLY ACROSS FROM ENGINEERS OFFICE

