

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this 19th day of May 2015 ("Effective Date") by and between the Main Street USA, LLC ("Licensor") and the City of Redlands, a municipal corporation ("Licensee"). Licensor and Licensee are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

A. Licensor is the owner of certain real property located in the City of Redlands commonly referred to as 18 East State Street (the "Property").

B. Licensee desires to enter upon the Property, from time to time, to install and maintain an electrical panel meter for the supply of electrical service at a location designated by Licensor, referred to as Licensee's Electrical Panel Meter Installation Project, for Licensee's Orange Street Alley project.

C. Licensor desires to grant Licensee a non-exclusive license to enter upon the Property and install and maintain an electrical panel meter on the Property on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Grant of License. Licensor hereby grants to Licensee, and its employees and agents, a revocable license to occupy and use, as the case may be, subject to all of the terms and conditions hereof, a portion of the Property designated by Licensor for the installation of an electrical panel meter. All activities of Licensee undertaken in connection with Licensee's Electrical Panel Meter Installation Project shall be performed in accordance with all applicable federal, state, regional and local laws.

2. Notice of Entry. Licensee shall provide prior notice to Licensor of the dates on which Licensee desires to enter upon the Property.

3. Possession and Condition of Property Not Warranted. Licensor does not warrant or represent that the Property is suitable for Licensee's Electrical Panel Meter Installation Project or for any other purpose, and Licensee agrees to enter and use, as the case may be, the Property in its "as is" condition, and install the Electrical Panel Meter Installation Project thereon at its own risk, and Licensee may not look to Licensor for any claim of damages, restitution or other relief in connection with such entry, occupancy or use.

4. Maintenance of electric panel meter. Licensee shall be the owner of the electrical panel meter installed pursuant to Licensee's Electrical Panel Meter Installation Project and shall be solely responsible for the maintenance, repair and relocation of the

electrical panel meter at Licensee's sole cost. If at any time Licensee fails to properly install, maintain or repair the electrical panel meter (a "Default"), after thirty (30) days prior written notice by Licenser to Licensee of Licensee's Default, and Licensee's failure to cure such Default within thirty (30) days, Licenser shall have the right to take any reasonable actions, including removal of the electrical panel meter, to remedy Licensee's Default. Licensee shall be liable for, and shall reimburse Licenser for any costs incurred by Licenser in remedying a Default of Licensee.

5. Commencement; Termination. This Agreement shall commence upon its Effective Date and shall continue until terminated by either Party upon sixty (60) days prior written notice to the other Party, or as otherwise provided for herein. Within thirty (30) days after the date of termination of this Agreement, Licensee shall remove the electrical panel meter and restore the Property to its equivalent condition as of the Effective Date of this Agreement.

6. Notice. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

Licensee

Fred Cardenas, Director
Quality of Life Department
35 Cajon Street, Ste. 222
PO Box 3005 (mailing)
Redlands, CA 92373

Licenser

Main Street USA, LLC
18 E. State Street, Ste. 202
Redlands, CA 92373

7. Indemnification of Licenser. Licensee shall defend, indemnify and hold Licenser free and harmless from and against all liability, loss, damage, costs or expenses (including attorneys' fees and court costs) arising from or as the result of the death of any person or any personal injury, accident, claim, loss or damage whatsoever caused to any person or to the property of any person, or any responsibility or liability resulting from or in any way connected with Licensee's entry onto the Property and/or installation and maintenance of the electrical panel meter.

8. Assignment; Sub-Licenses. The license granted by this Agreement is personal to Licensee. Licensee shall not have the right to assign its rights under this Agreement except upon the prior written consent of Licenser. Any attempt to assign the license granted by this Agreement without the prior written consent of Licenser may, in the sole discretion of Licenser, result in the immediate termination of this Agreement.

9. Written Agreement as Entire Understanding of Parties. The making, execution and delivery of this Agreement by Licensee has not been induced by any representations, statements, warranties or agreements other than those herein expressed. This Agreement embodies the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties, relating to the grant of this revocable license. This Agreement may be amended or modified only by a written instrument signed by the Parties.

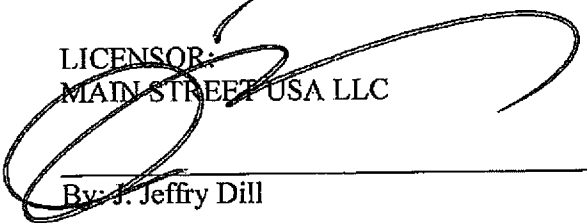
10. Attorneys' Fees and Costs. In the event action is brought to enforce or interpret this Agreement, the prevailing party in any such action shall be entitled to its costs and reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

11. Counterparts. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) indicated below.

LICENSOR:
MAIN STREET USA LLC

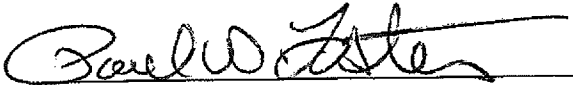
Dated: 5-18, 15


By: J. Jeffrey Dill

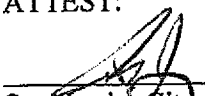
LICENSEE:

CITY OF REDLANDS

Dated: 5-19-15


Paul W. Foster, Mayor

ATTEST:


Sam Irwin, City Clerk