

SITE ACCESS AGREEMENT

This Site Access Agreement ("Agreement") is entered into by and between **San Mateo County Harbor District**, located at 504 Avenue Alhambra, 2nd Floor, El Granada, CA 94018 ("**Harbor**"), on the one hand, and **Romeo Packing Co.**, located at 106 Princeton Ave., Half Moon Bay, CA 94019 ("**Romeo**"), on the other hand.

RECITALS

- A.** Romeo owns certain real property at 106 Princeton Avenue in Half Moon Bay, on which is located the Romeo Packing Co. facilities (also hereinafter referred to as the "Property").
- B.** Harbor intends to undertake decommissioning and removal of that certain pier and property owned by it (aka "Romeo Pier") pursuant to permits issued by the California Coastal Commission, among other agencies ("Activities").
- C.** To conduct certain aspects of the Activities, Harbor has requested access to the Romeo Pier across the Property.

AGREEMENT

The parties agree as follows:

1. **Grant of Access.** Romeo grants permission to Harbor and its representatives, including employees, suppliers, consultants, and contractors (individually and collectively, "Harbor") to enter the Property at all reasonable times for the sole purpose of conducting the Activities. All Activities shall be conducted in accordance with applicable laws and permits. This grant of access does not extend to any other property owned by Romeo, or beyond the driveway between Princeton Avenue and the Romeo Pier. This grant of access may be revoked by Romeo at any time upon reasonable notice to Harbor but shall in any event terminate on August 31, 2018, unless extended by written agreement of Romeo and Harbor.
2. **Interference.** Harbor shall not allow the Activities on the Property to be performed in a manner that unreasonably interferes with Romeo's use or enjoyment of the Property. Harbor understands that Romeo depends on access to the Property for its business and shall not inhibit Romeo's access to the Property as a result of the Activities.

3. **Safety.** As between Romeo and Harbor, during the conduct of the Activities, Harbor shall be solely responsible for the safety of all persons entering the Property on Harbor's behalf to conduct the Activities.
4. **Release and Indemnity.** To the maximum extent permitted by law, Harbor shall release, indemnify, defend, and hold harmless Romeo and its affiliates, subsidiaries, agents, officers, employees, and shareholders from and against any and all claims, demands, fines, damages, and liabilities to the extent arising from any negligent or wrongful act by Harbor committed while on the Property in connection with the Activities, or arising from any breach of this Agreement by Harbor. The foregoing obligation of Harbor shall survive revocation of Harbor's access rights under this Agreement and termination or expiration of this Agreement.
5. **Insurance.** Harbor will carry comprehensive general liability insurance with respect to the Activities undertaken by Harbor. Such insurance shall be in an amount of not less than Three Million Dollars (\$3,000,000) per occurrence combined single limit for bodily injury, death, or property damage. Harbor will cause each of its c contractors, subcontractors, suppliers, and others entering the Property on its behalf as part of the Activities to maintain comprehensive general liability insurance in that same amount with respect to their entry on the Property and their role in the Activities on the Property, and ensure that such contractors, subcontractors, suppliers and others name Harbor and Romeo as additional insureds on that insurance. The limit of any insurance required hereunder shall not limit the liability of Harbor under this Agreement. Upon request, Harbor shall provide Romeo with insurance certificates or other evidence of the insurance coverage required under this Agreement
6. **Notice of Activities.** Harbor shall generally keep Romeo informed of when it is accessing the Property . Harbor and Romeo shall reach agreement in advance about the timing of Harbor's need for access, provided that Romeo will not unreasonably refuse agreement to access conducted in accordance with this Agreement.
7. **All Other Notice.** All other notices under this Agreement must be sent by first-class mail, personal delivery, or email. Notice is effective upon receipt.

Notices to Romeo shall be directed to:

Charlie Romeo
Romeo Packing Co.
106 Princeton Ave.

Half Moon Bay, CA. 94019
Tel: (650) 728-3393-6975
Email: romeopacking@sbcglobal.net

Notices to Harbor shall be sent to:

Steve McGrath
San Mateo County Harbor District
504 Alhambra Ave., 2nd Floor
El Granada, CA 94018
Tel: (650) 583-4400
Email: smcgrath@smharbor.com

8. **Severability.** Should any provision of this Agreement at any time conflict with any law, ruling or regulation and be unenforceable, that provision shall continue in effect only to the extent it remains valid. If any provision of this Agreement becomes thus, the remaining provisions shall remain fully effective.
9. **Execution in Counterparts.** This Agreement may be executed in counterparts, all of which shall constitute but one and the same contract.
10. **Governing Law.** This Agreement shall be governed by the law of the State of California.
11. **Attorney Fees and Costs.** Should either party be required to undertake an action to enforce this Agreement, the prevailing party shall be entitled to recoup attorney fees and costs associated with such action.
12. The parties have already begun discussions, and agree to continue such discussions in good faith to conclusion, by which Harbor will not remove a small portion of the Romeo Pier that abuts Romeo's landside property (the "pier stub") and will grant Romeo ownership of the pier stub for a nominal fee, in recognition of the access rights granted pursuant to this agreement and the mutual benefit to both parties from the continued existence of the pier stub. The actual transfer of ownership of the pier stub will be memorialized in a separate agreement.

Romeo:

By: _____

Title: _____

Date: _____

Harbor:

By: _____

Title: _____

Date: _____