

**RIGHT OF ENTRY LICENSE AGREEMENT**

This Right of Entry License Agreement, hereinafter "Agreement", is entered into as of January 1, 2021, by and between MARINE GROUP BOAT WORKS, LLC, a California limited liability company, hereinafter "MGBW", and SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, hereinafter "District", for that certain property located at the north side of G-Street at terminus of both Quay Avenue and Sandpiper Way, Chula Vista, California, addressed as 997 G Street, Chula Vista, CA 91910, and more particularly described on Exhibit A, attached hereto and by this reference made a part hereof, hereinafter "Premises".

For \$100 and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto mutually agree that District, its authorized agent(s) and contractor(s), shall have the right to enter upon and use the Premises, based on the following terms and conditions:

1. The use of the Premises by District, its authorized agent(s) and contractor(s) shall be limited to the following:
  - a. Installation and expansion of underground water lines serving fire flow systems, as required by the City of Chula Vista, and more particularly described in Exhibit B, hereinafter "Work"; and
  - b. Ingress and egress for purposes of 1.a. above.
2. This Agreement shall commence on January 1, 2021, and terminate on December 31, 2021 or upon completion of the Work, whichever occurs earlier.
3. MGBW's execution of this Agreement does not confer any right or interest on District other than those rights or interests expressly granted to District in this Agreement, as such rights or interests are limited and qualified herein.
4. District shall provide reasonable advance written notice to MGBW prior to entering the Premises. Said notice shall include a schedule of activities and work to be undertaken during the term of this Agreement. District also shall share with MGBW any reports and/or work plans related thereto which District compiles or obtains, or contracts with third parties to compile or obtain, regarding the Work. All Work shall be constructed in a good and workmanlike manner.
5. District shall obtain, at no cost to MGBW, all necessary permits and authority from governmental entities and agencies. District agrees that, in all activities on or in

connection with the Premises, and in all uses thereof, including without limitation the Work, it shall abide by and conform to all applicable laws and regulations.

6. District shall determine the location of all utilities and take necessary precautions to prevent interruption of any utility service. However, should any interruption of any utility service occur as a result of the Work, District shall (a) notify MGBW of any anticipated interruption, and (b) use commercially reasonable efforts to minimize any interruption to MGBW's operations.
7. District shall make available for MGBW inspection all final outside agency inspection approvals when the Work is completed.
8. Following completion of the Work, District shall otherwise restore the Premises to the condition that existed prior to the effectiveness of this Agreement, ordinary wear and tear and damage caused by casualty or a party other than District excepted.
9. District acknowledges and agrees that it is the sole and exclusive responsibility of District, and not MGBW, to: (a) ensure that all persons and/or entities who provide any labor, services, equipment and/or materials (collectively, "Services") in connection with the development, construction, possession, use, occupancy, or operation of the Premises and this Agreement comply with the requirements of California's and any other prevailing wage laws ("PWL") to the extent such laws are applicable and (b) determine whether any Services are subject to the PWL.
10. District shall indemnify defend and hold MGBW and its officers, members and agents from any and all claims, lawsuits, liabilities, losses and damages (collectively, "Claims") arising from the acts or omissions of District or its agents in connection with the Work, except to the extent of any Claims arising from the negligence or willful misconduct of MGBW or its agents. The indemnity set forth in this Section 10 shall apply for the time period that any third party can make a Claim that is covered by this Section 10.
11. District self-insures for the first one million dollars (\$1,000,000) in liability claims, and shall carry Excess Liability insurance with limits of no less than one million dollars (\$1,000,000) per occurrence and aggregate.
  - a. The Excess Liability policy shall be endorsed to include MGBW, its agents, officers and employees as additional insureds.
  - b. The coverage provided to MGBW, as an additional insured, shall be primary and any insurance or self-insurance maintained by MGBW shall be excess of District's insurance and shall not contribute to it.

- c. The Excess Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against MGBW ("Waiver of Subrogation").

Furnishing insurance specified herein by District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on District. MGBW shall reserve the right to obtain complete copies of any of the insurance policies required herein.

12. District and MGBW acknowledge and agree that this Agreement has been agreed to by both District and MGBW, that both District and MGBW have consulted with attorneys with respect to the terms of this Agreement and that no presumption shall be created against the drafting party. Any deletion of language from this Agreement prior to its execution by District and MGBW shall not be construed to raise any presumption, canon of construction or implication, including, without limitation, any implication that District and MGBW intended thereby to state the converse of the deleted language.
13. All notices provided for by this Agreement or by applicable law to be given or served upon District or MGBW shall be addressed as provided below (as such address may have been changed by subsequent notice given to the other party) and shall be in writing and: (a) personally served upon District or MGBW, or any person hereafter authorized by either party in writing to receive such notice, (b) delivered via reputable over-night courier service, (c) delivered by U.S. postal service certified letter or (d) sent via email (provided that the notice is also sent via one of the other methods set forth above).

District Address:

San Diego Unified Port District

Attn: \_\_\_\_\_

3165 Pacific Highway

San Diego, CA 92101

Email: \_\_\_\_\_

MGBW Address:

Attn: Todd Roberts

997 G Street

Chula Vista, CA 9190

Email: todd@marinegroupbw.com

14. Venue for any legal proceeding shall be in San Diego County, California. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

[SIGNATURE PAGE FOLLOWS]

The above is acknowledged and accepted this 15 day of January, 2021.

APPROVED AS TO FORM AND LEGALITY  
GENERAL COUNSEL

**SAN DIEGO UNIFIED PORT DISTRICT,**  
a public corporation

By: \_\_\_\_\_  
Assistant/Deputy

By: \_\_\_\_\_  
Tony Gordon  
Director, Real Estate

**MARINE GROUP BOAT WORKS, LLC,**  
a California limited liability company

By: \_\_\_\_\_  
Signature

PRINTNAME: Todd Roberts

PRINT TITLE: President

Attachments  
Exhibit A: Premises Description

**SDUPD Docs No.** \_\_\_\_\_

EXHIBIT A  
DESCRIPTION OF PREMISES

EXHIBIT B  
SCOPE OF WORK