

September 28 2021

VIA E-Mail: Becky.M.delossantos@uscg.mil (907-738-4774)

Becky M. Delossantos
USCG
SFLC Norfolk
300 E Main Street - Suite 600
Norfolk, VA 23510

**Re: Right of Entry
75 Parking Spaces — 14 Aviation Avenue, Portsmouth, NH**

Dear Ms. Delossantos:

This letter will authorize the United States Coast Guard, ("USCG"), with an address of 300 East Main Street – Suite 600, Norfolk, VA, to enter upon and utilize 75 +/- designated motor vehicle parking spaces at 14 Aviation Avenue, Portsmouth, New Hampshire, as shown on the attached Exhibit A (the "Premises") retroactive to the period commencing August 1, 2021 through September 30, 2022 (the "Term") for the purposes of the long-term parking of USCG member vehicles while stationed at the Portsmouth Naval Shipyard. USCG is also granted an option to extend the ROE through September 30, 2023 subject to the written approval of the Executive Director of Pease Development Authority ("PDA"). The privileges granted under this Right of Entry will expire on September 30, 2022, unless extended by the exercise and approval of the option.

This authorization is conditioned upon the following:

1. USCG's agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risk of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents, patrons, or invitees upon the Premises and/or the exercise of any of the authorities granted herein. USCG expressly waives all claims against the Pease Development Authority for any such loss, damage, personal injury or death caused by or occurring as a consequence of USCG's and its employees, agents, patrons, or invitees use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. This assumption of liability by USCG is coextensive with and in accordance with the liability of the Federal Government under the Federal Tort Claims Act. Claims for tort damages shall be submitted and adjudicated in accordance with the procedures of the Federal Tort Claim Act and applicable state and federal law.

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2. USCG understands and acknowledges that this Right of Entry: (a) allows only temporary use of the Premises; (b) is granted on a non-exclusive basis; and (c) permits the PDA to relocate the parking spaces provided to another PDA property at the Pease International Tradeport at any time subject to a 7-day advanced notice requirement. The use of the Premises shall be orderly and efficient, shall not constitute a nuisance and shall not cause disruption to other Airport activities.
3. USCG is self-insured and is liable for tort claims under the provisions of the Federal Tort Claims Act, 28 U.S.C. 2671 et seq.
4. USCG's agreement to use its best efforts to ensure that vehicles are not left on the Premises in excess of the term limit of this Right of Entry and to assume full responsibility for the immediate removal of vehicle(s) left on the Premises, time being of the essence. Any vehicles left on the Premises following termination of this Right of Entry may be removed by the PDA at the owner's expense.
5. USCG agrees the vehicles may be parked in the areas depicted in Exhibit A. PDA has the right, in its sole discretion, to terminate all of or any portion of the Premises used for vehicle parking as a priority for PDA operations, and to relocate the USCG to an equivalent number of spaces on other PDA property. Any vehicles left on the Premises following such termination and relocation may be removed by the PDA at the owner's expense.
6. USCG may provide snow removal and salting, as necessary, for the Premises during the periods of use provided for under the terms of this Right of Entry. USCG or any contractor of USCG shall also obtain certification by the New Hampshire Department of Environmental Services as a Commercial Salt Applicator. Certification includes the successful completion of the Green SnoPro training program. All personnel employed in snow removal operations shall be familiar with salt reduction measures.
7. USCG shall coordinate the initial snow removal with the PDA Maintenance Department. All snow removal, sanding, and salting shall be at USCG's own cost and expense.
8. PDA shall not be responsible for damages to property or injuries to persons which may arise from or be attributable or incident to the condition or state or repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the person of USCG's patrons, officers, agents, servants or employees, or others who may be on the Premises at its invitation.
9. USCG's agreement that USCG's maintenance and management of the Premises shall be done at its own costs and expense.

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10. Prior to termination of the Right of Entry, USCG agrees to restore the Premises to the same or better conditions than the Premises were in before its use pursuant to this Right of Entry.

11. USCG's agreement herein that this letter of authorization does not constitute a grant of an exclusive interest in the Premises, an option to lease the Premises, or an offer to lease the Premises.

12. USCG's agreement to pay PDA a \$0.35/square foot fee for each space per year for the period of use under this Right of Entry:

Lot 1	14 Aviation Ave.	0.62 acres	\$9,452.52/yr.
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This annual rent shall be payable in advance in monthly installments and pro-rated for any partial periods. Payment shall be delivered to the PDA, 55 International Drive, Portsmouth, NH, 03801.

13. Municipal Services Fee. In addition to the Fee required to be paid under the terms of this ROE, USCG shall also pay to PDA, as additional rent, a municipal services fee in accordance with the Municipal Services Agreement by and between the City of Portsmouth, the Town of Newington and the PDA effective July 1, 1998. This fee is for fire, police and roadway services provided by or on behalf of PDA at the Airport and will be subject to increases each year only to the extent the cost of providing such services increases. The municipal services fee shall be paid quarterly pursuant to an invoice issued by the PDA. To the extent the ROE Premises are subject to municipal taxation, and provided such municipal taxes include the costs of the provision of fire, police and roadway services, USCG may offset against any fee paid to PDA the portion of such municipal taxes as are attributable to fire, police and roadway services, and PDA shall have no further obligation to provide such services. For so long as municipal taxes are imposed against the ROE Premises, or on USCG for all three of fire, police and roadway services and PDA either has no obligation to provide such services (or ceases to provide such services), the municipal services fee required to be paid under this ROE shall terminate.

In the event the ROE Premises, or any portion thereof, are removed from the Airport District, USCG shall make payments in lieu of taxes to the appropriate municipality in accordance with the provisions of RSA 12-G:14, II (or any successor statute) regarding taxation by a municipality of property that is within the boundaries of Pease, but outside the Airport District.

14. USCG's agreement that it may not pave any portion of the parking lots which it has been granted the use of pursuant to this ROE.

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Please indicate by your signature below USCG's consent to the terms and conditions of this Right of Entry and return the same to me with evidence of insurance and payment of fee as required.

Very truly yours,

Paul E. Brean
Executive Director

Agreed and accepted this __ day of _____, 2021

The United States Coast Guard

By: _____
Print Name/Title _____
Duly Authorized

EXHIBIT A
PREMISES



Potential Parking Area for USCG

DESIGNED BY: MRM

DATE: 8/10/19

SCALE: 1"=100'



PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

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