

December 21, 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 — 42 Durham Street, 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 42 Durham Street, Portsmouth, New Hampshire, as shown on the attached **Exhibit A** (the "Premises") retroactive to the period commencing November 1, 2021 through March 31, 2022 (the "Term") for the purposes of the long-term parking of USCG member vehicles while stationed at the Portsmouth Naval Shipyard. The privileges granted under this Right of Entry will expire on March 31, 2022.

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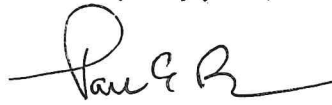
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Please indicate by your signature below USCG's consent to the terms and conditions of this Right of Entry, include local contact information, and return the same to me with evidence of insurance and payment of fee as required.

Very truly yours,



Paul E. Brean
Executive Director

Agreed and accepted this 23 day of December, 2021

The United States Coast Guard

By: BECKY DE LOS SANTOS
Print Name/Title Becky De Los Santos Contracting Officer
Duly Authorized

Nothing in this RoE is intended or should be interpreted to require any obligation or expenditure of funds in violation of the Anti-Deficiency Act, 31 U.S.C 1341.

USCG Local Representative Contact Information:

Print Name: Michael Pillow
Phone Number and Email Address: (207) 438-6680
michael.j.pillow@uscg.mil

EXHIBIT A
PREMISES

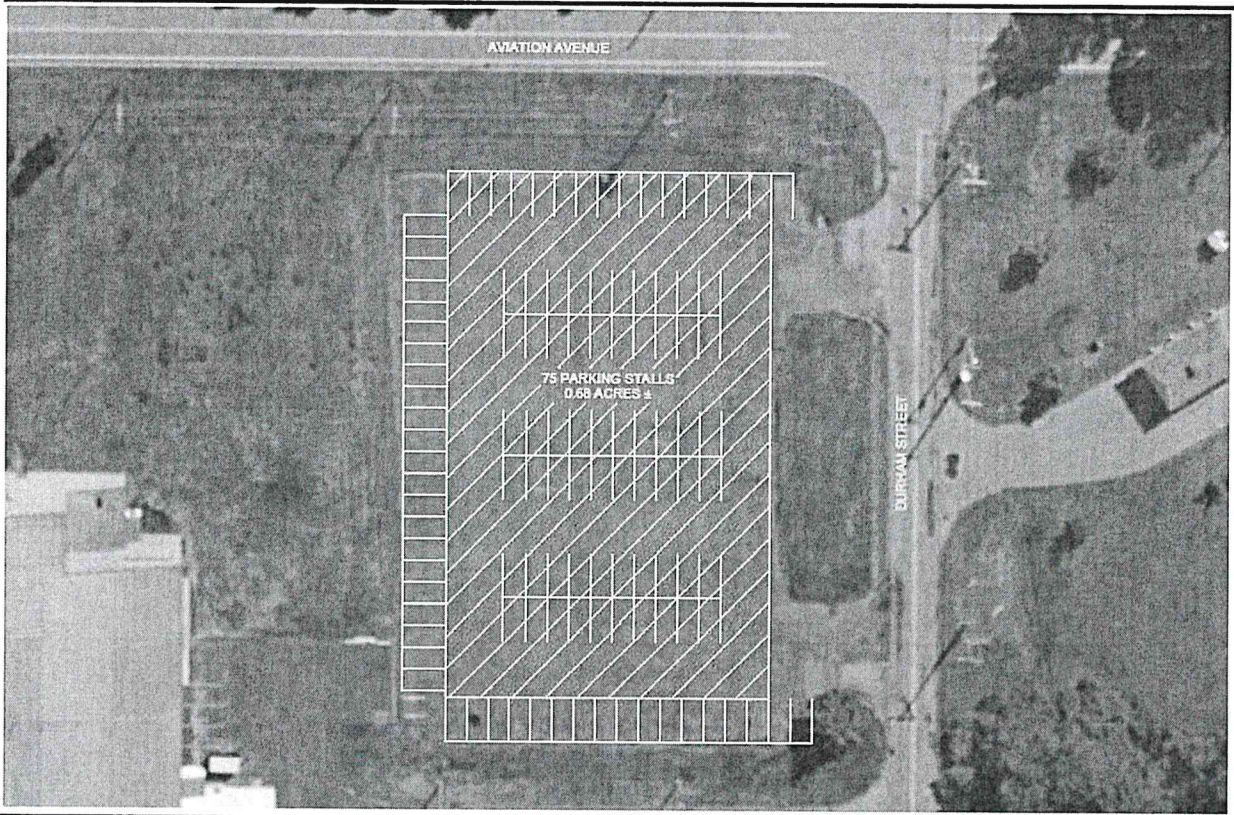


Exhibit A

DESIGNED BY: MRM DATE: 10/25/21 SCALE: 1"=50'±

 **PEASE DEVELOPMENT AUTHORITY**

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

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