



Resolution

Approving Agreement for the Purchase of a License Allowing Ingress and Egress to the Romeo Wharf Across Property of the Romeo Packing Company for the San Mateo County Harbor District

Whereas, the Board of Harbor Commissioners on behalf of the San Mateo County Harbor District has agreed to purchase a license allowing ingress and egress to the Romeo Wharf across the property of the Romeo Packing Company; and

Whereas, that certain license for ingress and egress is attached hereto and by this reference made a part hereof.

Therefore, be it resolved by the Board of Harbor Commissioners of the San Mateo County Harbor District that the agreement to purchase a license allowing ingress and egress to the Romeo Wharf across the property of the Romeo Packing Company is hereby Approved; and

Therefore, be it further resolved, that the President of the Commission is authorized to sign on behalf of the Board of Harbor Commissioners for the San Mateo County Harbor District.

Approved this 3rd day of April 1996 at the regular meeting of the Board of Harbor Commissioners by a vote of the Ayes and Nays as follows:

For: Campbell, Sherer, Lee, Stone, Parravano

Against: --

Abstaining: --

Attested

BOARD OF HARBOR COMMISSIONERS

Dorothy Baughman
Deputy Secretary

Sally Campbell
President

LAW OFFICES
AARONSON, DICKERSON, COHN & LANZONE

A PROFESSIONAL CORPORATION
939 LAUREL STREET, SUITE D
POST OFFICE BOX 1065
SAN CARLOS, CALIFORNIA 94070
415-593-3117

MICHAEL AARONSON
(RETIRED)
OF COUNSEL
MELVIN E. COHN
SUPERIOR COURT JUDGE / RETIRED

KENNETH M. DICKERSON
ROBERT J. LANZONE
JEAN B. SAVAREE
MARC L. ZAFFERANO
GREGORY J. RUBENS

LINDA J. HOESKE
M. CATHERINE GEORGE

FAX 415-637-1401

March 29, 1996

Mr. Jim Stilwell
General Manager-SMCHD
PO Box 39
El Granada, CA 94018

re: Romeo Wharf

Dear Jim:

I enclose the License Agreement which has been revised pursuant to your instructions. The current License Agreement with the exhibits and notary certificates attached has been provided to the Romeo's attorney according to attorney John Riccio.

Please advise the Romeos that the agreement should be signed by John Romeo at the place provided and his signature acknowledged before a Notary Public. This is so the agreement can be recorded.

When executed the agreement should be returned to you so that we can have it approved by the Board of Harbor Commissioners and furnish a copy to Romeo Packing Co.

Call me if there are any questions.

Very truly yours,



KENNETH M. DICKERSON
District Counsel

KMD:c
encls.
FAXED

Recording requested by:
 SAN MATEO COUNTY HARBOR DISTRICT
 When recorded mail to:
 General Manager
 San Mateo County Harbor District
 PO Box 39
 El Granada, CA 94108

LICENSE AGREEMENT

PREAMBLE AND RECITALS

This Agreement is entered into on _____ by
 and between ROMEO PACKING CO., a California corporation
 (hereinafter "Licensor") and THE SAN MATEO COUNTY HARBOR DISTRICT,
 (hereinafter "Licensee" and/or "District").

A. Licensor is the owner of certain real property situated in
 Princeton-By-The-Sea, Half Moon Bay, San Mateo County, California
 and more particularly described in Exhibit A, which is attached
 hereto and incorporated herein by reference.

GRANT OF LICENSE

1. In consideration of the sum of One Hundred Dollars
 (\$100.00) per month commencing thirty (30) days from the date of
 the closing of the escrow to purchase the rights to the Romeo
 Wharf, Licensor grants to Licensee a license subject to the terms

of this Agreement.

DESCRIPTION AND USE OF LICENSE

2. The license granted in this Agreement is an irrevocable license for ingress and egress over and across Licensor's property to the wharf and more particularly described in Exhibit C. Licensed area is for access to wharf only and no license is given to adjacent properties or property owners for access to or from wharf or properties. Licensee is permitted to use the right of way for vehicle traffic including vehicles of all categories in support of all lawful commercial activities on the wharf including, but not limited to, wholesale fish business, aquaculture, and other non visitor serving, commercial ocean harvest activities. Licensee shall have the right to the continued use of existing utilities serving the wharf which are connected to the wharf over, under and through the property of Licensor. Licensee shall be soley responsible for all utility costs and supplies to the wharf including the maintenance and repair of all such utilities on, under or through the wharf. This shall include, but not be limited to, all electrical, telephone, water and sewer services. Licensee shall within one (1) year from the date of this agreement, and at its expense, provide separate and isolated electrical service to the wharf separate and apart from service supplied to Licensor. Any tenant of the District renting or leasing the wharf or any portion thereof shall have all of the privileges and rights granted by the License. Licensor manufactures fertilizer and other

plant related items. Vehicles, forklifts and other machinery traverse Licensor's property which pose a danger to unwary pedestrians. Pedestrian traffic is prohibited. It is the intention of Licensor and Licensee that Licensor shall incur no costs associated with the issuance or use of this license, with the exception of fees and charges incurred by Licensor relating directly to preparation of said license. Should additional costs be incurred subsequent to the issuance of this license, and not related to the preparation of the license, the Licensor and Licensee shall negotiate an appropriate addendum to the license to satisfy the intent of this section. "Costs" as used herein does not mean liability claims.

3. In exercising this license, Licensee must use reasonable care and may not unreasonably increase the burden on or make any material changes to the license.

4. That part of the wharf that is on the Licensor's real property is used by Licensor's employees only as a walkway to their quarters. Any damage that is caused to the wharf, excluding damage caused by Licensor's employees or agents or other parties, whether by vehicle traffic, wear and tear, broken planks, et cetera, will be repaired and maintained by Licensee at Licensee's sole expense. It is not the intent of the parties to create a third party beneficiary claim for any prospective claimant.

5. It is understood and agreed that Licensor shall not be responsible for any claim of injury or damage arising out of the condition of the Romeo wharf or the negligence or intentional

conduct of Licensee, its officers, employees and agents and Licensee indemnifies Licensor against any such claim. Licensee shall obtain and keep in effect, during the term of the license, a General Liability Insurance Policy in the amount of Eleven Million (\$11,000,000.00) Dollars to respond to claims arising out of the use of the right of way by Licensee, its officers, employees, agents and persons using the right of way to access the wharf. Licensor shall be a named insured on said policy.

6. Licensor has the right to close Licensor's property one (1) day per year. The closing date will be agreed upon by Licensee and Licensor. If no agreement on a date is made, then December 25th will be used.

7. The license granted in this agreement shall continue in effect for as long as the District owns the wharf. The District has the right in its sole discretion to terminate this agreement.

NONEXCLUSIVE LICENSE

8. The license granted in this agreement is nonexclusive. Licensor retains the right to make any use of Licensor's property, including the right to grant concurrent licenses to third parties, that does not interfere unreasonably with Licensee's free use and enjoyment of the license.

ASSIGNMENT

9. Subject to paragraph 2 above, this agreement shall not be assigned. Any purported assignment of this agreement or of any

interest in this agreement shall be void and of no effect.

ATTORNEYS' FEES

10. If any legal action or proceeding arising out of or relating to this agreement is brought by either party to this agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs and expenses incurred in the action or proceeding by the prevailing party.

ENTIRE AGREEMENT

11. This agreement constitutes the entire agreement between Licensor and Licensee relating to the above license. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force and effect. Any amendment to this agreement shall be of no force and effect unless it is in writing and signed by Licensor and Licensee.

BINDING EFFECT

12. This agreement shall be binding on and shall enure to the benefit of the heirs, executors, administrators, successors, and assigns of Licensor and Licensee, except as otherwise provided in this agreement.

13. This agreement shall not take effect unless a policy of title insurance is issued to District insuring that District is the owner of the above described license in the amount of \$185,000.00.

14. This agreement shall be recorded in the Official Records of the County Recorder of San Mateo County, California.

EXECUTED ON _____

ROMEIO PACKING CO., Licensor

By _____

Joseph Romeo
President

SAN MATEO COUNTY HARBOR
DISTRICT, Licensee

By _____

Sally R. Campbell
President

EXHIBIT A

The land referred to is situated in the County of San Mateo, in the unincorporated area, State of California, and is described as follows:

LOTS 17, 18, 19, 20, 30, 31, 32, 33, 34, 35 and 36, BLOCK 3 as delineated upon that certain Map entitled " MAP OF PRINCETON-BY-THE-SEA, SAN MATEO COUNTY, CALIFORNIA", filed for record in the Office of the Recorder of the County of San Mateo, State of California, on September 8th, 1908 in Book 6 of Maps, at Page 32.

APN 047-034-020

JPN 47-3-034-2

LOTS 20, 30, 31
A.E.N. 047-034-020
PRINCETON-BY-THE-SEA
SAN MATEO COUNTY

S
↑
PACIFIC OCEAN

LICENSE
TOPS HERE

ROMEO PACKING
CO. BUILDING

PIER
BEACH AREA
LOT 30

16'
LOT 20

ACCESS TO BEACH AREA

PARKING AREA
LOT 30

LOT 31

200'

ROMEO PACKING
CO. BUILDING

ROMEO PACKING CO.
LOT 30

25'

LICENSE
STARTS HERE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of CALIFORNIA

County of SAN MATEO

On _____ before me, _____
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared JOSEPH ROMEO
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s); or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

License Agreement

President
TITLE(S)

TITLE OR TYPE OF DOCUMENT

- PARTNER(S) LIMITED
- GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: _____

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

San Mateo County Harbor District
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of CALIFORNIA

County of SAN MATEO

On before me, NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared SALLY R. CAMPBELL NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INCIVIDUAL
CORPORATE OFFICER

President TITLE(S)

License Agreement TITLE OR TYPE OF DOCUMENT

- PARTNER(S) LIMITED
GENERAL

- ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER:

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY (IES)

Romeo Packing Co. SIGNER(S) OTHER THAN NAMED ABOVE