

RIGHT-OF-ENTRY PERMIT

THIS RIGHT-OF-ENTRY PERMIT ("Permit") is made this ____ day of _____, 20____ by and between the SOUTHEAST RESOURCE RECOVERY FACILITY AUTHORITY, a California joint powers agency ("Authority") and _____ ("Permittee").

WHEREAS, Authority owns certain real property commonly known as "SERRF", located at 120 Pier S Avenue, Long Beach, CA 90802 (the "Property").

WHEREAS, pursuant to a Bill of Sale between Authority and Permittee, Permittee has agreed to purchase certain equipment ("Equipment") from Authority located on the Property, and Permittee needs to access the Property in order to take possession of such Equipment.

WHEREAS, Authority is willing to grant Permittee the temporary right to access the Property upon the terms and conditions described in this Permit.

NOW THEREFORE, Authority and Permittee, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, agree as follows:

1. Use and Access. Authority hereby authorizes Permittee to access the Property on or about _____, 20____ for the express purpose of uninstalling (if necessary) and removing the Equipment. Permittee shall not use the Property for any other purpose other than as described in this Section. Permittee shall not bring any hazardous materials upon the Property.

2. Property Condition and Improvements. Permittee acknowledges that the improvements on the Property have been decommissioned and the Property is no longer maintained as a worksite. Permittee enters the Property in its AS IS condition and at its own risk. Permittee will inspect the Property prior to entering and/or bringing vehicles on the Property to ensure that the Property is suitable for Permittee's proposed use. Authority makes no warranty or representation whatsoever with respect to the Property.

3. Insurance. Permittee shall procure and maintain the following insurance at Permittee's sole expense, including any extensions, renewals, or holding over thereof, from insurance companies that are admitted to write insurance in the State of California or from non-admitted insurers that are on California's List of Eligible Surplus Lines Insurers (LESLI) and that have ratings of or equivalent to an A:VIII by A.M. Best Company:

a. Commercial general liability insurance equivalent in coverage scope to ISO form CG 00 01 11 85 or 10 93 in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. Such coverage shall include but is not limited to broad form contractual liability, cross liability protection, sudden and accidental pollution liability, and products and completed operations liability. The Southeast Resource Recovery Facility, and its boards, officials, employees, and agents shall be added as additional insureds by endorsement (equivalent in coverage scope to ISO form CG 20 26 11 85)

and this coverage shall contain no special limitations on the scope of protection afforded to Authority, and its boards, officials, employees, and agents.

b. Workers' compensation insurance as required by the California Labor Code and Employer's Liability insurance in an amount not less than One Million Dollars (\$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the Authority, and its boards, officials, employees, and agents.

With respect to damage to property, Authority and Permittee hereby waive all rights of subrogation, one against the other, but only to the extent that collectible commercial insurance is available for said damage.

Any self-insurance program, self-insured retention or deductible must be approved separately in writing by the Authority Risk Manager or designee and shall protect Authority, and its boards, officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained such self-insurance or deductible provisions.

Such insurance as required herein shall not be deemed to limit Permittee's liability under this Permit. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Permit.

4. Waiver. This Permit confers no rights upon Permittee other than expressly stated herein.

5. Release and Indemnity.

A. Permittee shall release, indemnify, protect and hold harmless Authority and its officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Permittee's breach or failure to comply with any of its obligations contained in this Permit, or (2) Permittee's, its officers, employees, agents, subcontractors, or anyone under Permittee's control, use of the Property (collectively "Claims" or individually "Claim").

B. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Permittee's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

C. The provisions of this Section shall survive the expiration or termination of this Permit.

Please contact Jane Hermesen at (562) 570-7840 to arrange access to the Property.

SOUTHEAST RESOURCE RECOVERY FACILITY

By: _____
Name: _____
Title: _____

Agreed and Accepted:

[buyer name]

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

Richard F. Anthony Law, Ltd.,
Special Counsel for Authority