STATE OF MAINE
SUBMERGED LANDS LEASE
DREDGING OR REMOVAL OF ROCK, SAND, GRAVEL, SILT AND MUD
FROM SUBMERGED LANDS

Lease No. 01-23 DL

This SUBMERGED LANDS LEASE (hereinafter Lease) conveys certain, limited rights in the
submerged lands held by the State of Maine in trust for the public. It is not an environmental
permit for the use of these lands.

This Lease is entered into by the Bureau of Parks and Lands, an agency of the State of Maine
Department of Conservation, by its Director acting pursuant to the provisions of 12 M.R.S.A.
Section 1801 & 1862 (hereinafter Lessor) and SHM ROCKLAND, LLC (hereinafter Lessee) 56
NEW COUNTY ROAD, ROCKLAND, ME 04841. Lessor hereby leases to Lessee on the terms,
conditions, and considerations hereinafter set forth the non-exclusive right to dredge or remove
not more than 12,520 cubic yards of rock, gravel, sand, silt and mud from the following
described submerged land (hereinafter leased premises) situated in Knox County, Maine, to wit:

A certain parcel of public submerged land located in Rockland Harbor, City of Rockland, Maine,
abutting adjacent upland recorded in Knox County Registry of Deeds Book 5663 Page 224 now
owned by SHM Rockland, LLC, and as further described in Department of Environmental
Protection NRPA Application No. L-20386-4E-P-N on file with Lessor and as presented in the
January 24, 2022 Final Findings and Decision approving that application, and Attachments A, B
and C which are hereby incorporated into this Lease.

1. Term. This Lease shall commence on January 31, 2022 and terminate on January 31, 2024.

2. Fee. Lessee agrees to pay Lessor a one-time fee of $1,000.00 payable upon execution
hereof.

3. Indemnity. Lessee shall defend or cause to be defended and shall indemnify and save
Lessor, its employees and agents, harmless from and against any and all manner of claims,
suits, expenses, damages or causes of action arising out of, in whole or in part, any activities
contemplated under this Lease, or any actions or failures to act, of Lessee, its agents,
contractors or employees hereunder.

4. Compliance with Law. Lessee shall, in the exercise of any rights granted hereunder,
comply with all applicable laws and regulations (including the terms and conditions of any
permits) of any federal, State and local authority having jurisdiction.

5. Default. In addition to any other right or remedy available hereunder or at law or equity, this
Lease may be cancelled by Lessor upon written notice in the event Lessee shall fail to comply
with any term or condition hereof.

6. Refund. In the event Lessee is denied such regulatory permits as are necessary to lawfully
exercise the rights granted hereunder, then this Lease shall be void upon such denial and
Lessor shall, upon request by Lessee, refund or equitably adjust the fee paid hereunder, subject
to a service charge.
7. **Assignment.** All rights leased herein by Lessor may be assigned or sublet by Lessee with the prior written consent of Lessor. Such assignment shall not be unreasonably withheld under then applicable laws, regulations, and public trust principles. Notwithstanding any such assignment or sublease, Lessee shall be and remain liable for compliance with the terms and conditions of this lease unless released by Lessor in writing.

8. **Other Applicable Laws and Rules.** This Lease is subject to cancellation by an Act of the Legislature. This lease is issued in accordance with the Rules of the Bureau of Parks and Lands in effect on the effective date of this lease.

9. **Notice.** Any notice required or permitted hereunder shall be deemed to have been given when actually delivered or when deposited in the United States mail, first class postage prepaid, addressed to the State at the Bureau of Parks and Lands, 22 State House Station, Augusta, Maine 04333, Attn: Submerged Lands Program, or to the Lessee at the address set forth hereinbelow, or at such other address as may have theretofore been specified by a party hereto by written notice to the other pursuant hereto.

10. **Miscellaneous.** Lessee shall make no use of the leased premises except that which is expressly authorized by this Lease and Lessor reserves the right to make such use of the leased premises as shall not unreasonably interfere with Lessee's operations hereunder. Lessee shall permit no nuisance upon the leased premises. Lessor shall have access to the leased premises, the right to inspect Lessee's operations hereunder and the right to scale materials removed from the leased premises at all reasonable times. Lessee shall pay and discharge promptly all severance, property or other taxes lawfully levied against the leased premises and materials removed therefrom.

11. **Special Condition.** Dredging shall be conducted only between January and April throughout the term of this Lease.

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**Accepted and agreed to on**

2.14. 2022

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(Lessee)

[Signature]

Peter Clark
(Print Name)

CDC
(Title)

14785 Paxton Rd
(Address)

Dallas TX 75257

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[Signature]

February 29, 2022

Lessor, Andrew R. Cutko, Director,
Bureau of Parks and Lands
Department of Agriculture, Conservation & Forestry, State of Maine

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