

**PUBLIC NOTICE:
NOTICE OF INTENT TO FILE**

Please take notice that Sea Meadow Marine, LLC is submitting a Wharfing Out Permit application to the Town of Freeport Coastal Waters Commission on or about May 25, 2021.

The application is for the construction of two seasonal floats, intended to support an existing marine facility. The site is located in Cousins River in Freeport, adjacent to 123 Even Keel Road, Yarmouth, Maine.

The application will be filed for public inspection at the municipal offices in Freeport, Maine. Questions regarding the project may be directed to Mike Morse, Morse Environmental Consulting, LLC, either by phone, 207-558-0842, or email, mike@morseenvironmental.com.



Certificate of Mailing — Firm

Name and Address of Sender

Mike Morse
Morse Environmental Consulting, LLC

TOTAL NO.
of Pieces Listed by Sender

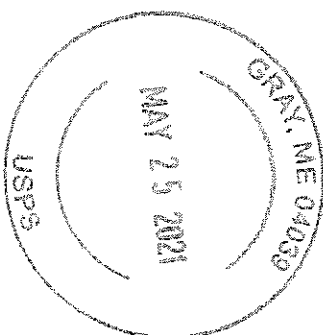
2

TOTAL NO.
of Pieces Received at Post Office™

2

Postmaster, per (name of receiving employee)

Affix Stamp Here
Postmark with Date of Receipt.



USPS® Tracking Number
Firm-specific Identifier

Address
(Name, Street, City, State, and ZIP Code™)

Postage

Fee

Special Handling

Parcel Airtft

Phil A Riche and Lynn Romano
50 River Rock Lane
Freeport, Maine 04032

River Rock Development, LLC
26 River Rock Lane
Freeport, Maine 04032

Morse Environmental Consulting, LLC

May 25, 2021

Coastal Waters Commission
Town of Freeport
30 Main Street
Freeport, Maine 04032

RE: Wharfing Out Permit- 123 Even Keel Road, Yarmouth (Freeport side of Cousins River)

Dear Members of the Coastal Waters Commission:

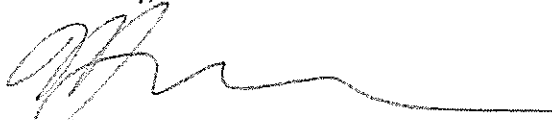
On behalf of my client, Sea Meadow Marine, LLC, please find enclosed a Wharfing Out Permit application for consideration at your next available meeting. The applicant proposes to construct two seasonal floats in order to support commercial marine operations at 123 Even Keel Road (the Even Keel marine facility). The floats will not be attached to land, and will be located on the Freeport side of the municipal boundary line that runs through the Cousins River.

We have collaborated with both the Town of Yarmouth and Town of Freeport Harbormasters regarding this project, and both provided essential information directing the number of floats and their locations. The floats are intended to continue to maintain sufficient navigable channel area adjacent to the project site. Note that while the project will be located fully within the Town of Freeport's jurisdiction, Will Owen, Town of Yarmouth Harbormaster, has also requested that we submit an application to his office as well, which we intend to accommodate.

I also note that the floats are not regulated by the Maine DEP under the Natural Resources Protection Act (NRPA). Whereas the Town's General Requirements for Wharfing Out permits reference the DEP's NRPA application, the attached application includes a modified NRPA application form as a means to convey to you the material content from the form. Should you require any additional information, please let me know at your earliest convenience.

I look forward to working with the Coastal Waters Commission on the permitting of this project. Please don't hesitate to contact me if you have any questions. I may be reached by telephone, 207-558-0842, or by emailing me at mike@morseenvironmental.com.

Sincerely,



Mike Morse

Morse Environmental Consulting, LLC

www.morseenvironmental.com

mike@morseenvironmental.com

207-558-0842

16 Liberty Road, Falmouth, Maine 04105

Town of Freeport

Coastal Waters Commission- Wharfing Out Application
(disclosure: form is a modification of the Maine DEP NRPA Application)

→ PLEASE TYPE OR PRINT IN BLACK INK ONLY

1. Name of Applicant:		Sea Meadow Marine, LLC		5. Name of Agent:		Mike Morse/ Morse Env. Consulting, LLC							
2. Applicant's Mailing Address:		123 Even Keel Road, Yarmouth, ME 04096		6. Agent's Mailing Address:		16 Liberty Road, Falmouth, ME 04105							
3. Applicant's Daytime Phone #:		207-632-5996		7. Agent's Daytime Phone #:		207-558-0842							
4. Applicant's Email Address (Required from either applicant or agent):		aquaterrachad@gmail.com		8. Agent's Email Address:		mike@morseenvironmental.com							
9. Location of Activity: (Nearest Road, Street, Rt.#)		123 Even Keel Road (in water on Freeport side)		10. Town:		Yarmouth/ Freeport							
				11. County:		Cumberland							
12. Type of Resource: (Check all that apply)		<input type="checkbox"/> River, stream or brook <input type="checkbox"/> Great Pond <input checked="" type="checkbox"/> Coastal Wetland <input type="checkbox"/> Freshwater Wetland <input type="checkbox"/> Wetland Special Significance <input type="checkbox"/> Significant Wildlife Habitat <input type="checkbox"/> Fragile Mountain		13. Name of Resource:		Cousins River							
				14. Amount of Impact: (Sq.Ft.)		Fill: Dredging/Veg Removal/Other: 960 square feet							
15. Type of Wetland: (Check all that apply)		<input type="checkbox"/> Forested <input type="checkbox"/> Scrub Shrub <input type="checkbox"/> Emergent <input type="checkbox"/> Wet Meadow <input type="checkbox"/> Peatland <input checked="" type="checkbox"/> Open Water <input type="checkbox"/> Other _____		FOR FRESHWATER WETLANDS <table border="0"> <tr> <td style="text-align: center;">Tier 1</td> <td style="text-align: center;">Tier 2</td> <td style="text-align: center;">Tier 3</td> </tr> <tr> <td> <input type="checkbox"/> 0 - 4,999 sq ft. <input type="checkbox"/> 5,000-9,999 sq ft. <input checked="" type="checkbox"/> 10,000-14,999 sq ft </td> <td> <input type="checkbox"/> 15,000 - 43,560 sq. ft. </td> <td> <input type="checkbox"/> > 43,560 sq. ft. or smaller than 43,560 sq. ft., not eligible for Tier 1 </td> </tr> </table>				Tier 1	Tier 2	Tier 3	<input type="checkbox"/> 0 - 4,999 sq ft. <input type="checkbox"/> 5,000-9,999 sq ft. <input checked="" type="checkbox"/> 10,000-14,999 sq ft	<input type="checkbox"/> 15,000 - 43,560 sq. ft.	<input type="checkbox"/> > 43,560 sq. ft. or smaller than 43,560 sq. ft., not eligible for Tier 1
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16. Brief Activity Description:		Placement of two 8' x 60' floats to support Even Keel marine facility operation.											
17. Size of Lot or Parcel & UTM Locations:		<input type="checkbox"/> _____ square feet, or <input type="checkbox"/> _____ acres		UTM Northing: 4851053.68m UTM Easting: 407304.70m									
18. Title, Right or Interest:		<input type="checkbox"/> own <input checked="" type="checkbox"/> lease <input type="checkbox"/> purchase option <input type="checkbox"/> written agreement											
19. Deed Reference Numbers:		Book#: _____ Page: _____		20. Map and Lot Numbers:		Map #: _____ Lot #: _____ (none- State waters)							
21. DEP Staff Previously Contacted:		Charlie Tetreau, Freeport Harbormaster		22. Part of a larger project:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No After-the-Fact: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
23. Resubmission of Application?:		<input type="checkbox"/> Yes → <input checked="" type="checkbox"/> No If yes, previous application # _____		Previous project manager:									
24. Written Notice of Violation?:		<input type="checkbox"/> Yes → <input checked="" type="checkbox"/> No If yes, name of DEP enforcement staff involved: _____		25. Previous Wetland Alteration:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
26. Detailed Directions to the Project Site:		Take Route 1 in Yarmouth toward Freeport. Take immediate right just after Casco Bay Ford onto Even Keel Road. Left at fork.											
CERTIFICATIONS AND SIGNATURES LOCATED ON PAGE 2													

IMPORTANT: IF THE SIGNATURE BELOW IS NOT THE APPLICANT'S SIGNATURE, ATTACH LETTER OF AGENT AUTHORIZATION SIGNED BY THE APPLICANT.

By signing below the applicant (or authorized agent), certifies that he or she has read and understood the following :

SIGNATORY REQUIREMENT

PRIVACY ACT STATEMENT

Authority: 33 USC 401, Section 10; 1413, Section 404. Principal Purpose: These laws require permits authorizing activities in or affecting navigable waters of the United States, the discharge of dredged or fill material into waters of the United States, and the transportation of dredged material for the purpose of dumping it into ocean waters. Disclosure: Disclosure of requested information is voluntary. If information is not provided, however, the permit application cannot be processed nor a permit be issued.

CORPS SIGNATORY REQUIREMENT

USC Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry shall be fines not more than \$10,000 or imprisoned not more than five years or both. I authorize the Corps to enter the property that is subject to this application, at reasonable hours, including buildings, structures or conveyances on the property, to determine the accuracy of any information provided herein.

SIGNATORY REQUIREMENT

"I certify under penalty of law that I have personally examined the information submitted in this document and all attachments thereto and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the information is true, accurate, and complete. I authorize the Department to enter the property that is the subject of this application, at reasonable hours, including buildings, structures or conveyances on the property, to determine the accuracy of any information provided herein. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Michael J. Morse

Digitally signed by Michael J.
Morse

Date: 2021.05.24 19:17:50 -04'00'

SIGNATURE OF AGENT/APPLICANT

Date: _____

NOTE: Any changes in activity plans must be submitted to the DEP and the Corps in writing and must be approved by both agencies prior to implementation. Failure to do so may result in enforcement action and/or the removal of the unapproved changes to the activity.

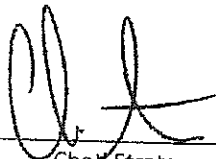
Morse Environmental Consulting, LLC

www.morseenvironmental.com
mike@morseenvironmental.com
207-558-0842

To whom it may concern:

Sea Meadow Marine, LLC, hereby authorizes Mike Morse and Morse Environmental Consulting, LLC, to submit permit applications on its behalf to the Town of Freeport, Town of Yarmouth, and the U.S. Army Corps of Engineers. Such permit applications are intended for the placement of two temporary floats on the Freeport side of Cousins River, adjacent to its own property located at 123 Even Keel Road, Yarmouth.

Signature: _____



Chad Strater,
Its sole member

Date: 05-10-2021

COMMERCIAL LEASE

ARTICLE I – LEASEHOLD PREMISES

1.01 Even Keel Marine Specialties, Inc., a Maine business corporation (hereinafter referred to as "Landlord") with a registered office at 123 Even Reel Road, Yarmouth, Maine 04096, hereby leases unto Sea Meadow Marine, LLC, a Maine limited liability company with a place of business at 123 Even Reel Road, Yarmouth, Maine 04096, (hereinafter referred to as "Tenant"), the following premises:

The land and the buildings and other improvements located at 123 Even Keel Road, Yarmouth, Maine, being 11.41+/- acres and consisting of two buildings, the first being deemed to contain 2,800+/- square feet (the "Lowell Building") and the second being deemed to contain 3,123+/- square feet (the "Greene Building" which, collectively with the Lowell Building, is referred to hereinafter as the "Buildings") along with all other fixtures, improvements and appurtenances to the land and Buildings all which are depicted on the Town of Yarmouth, Maine's Assessor's maps as Tax Map 9, Block 16 and Tax Map 9, Block 16, Lot A (all of the foregoing together being the "Leasehold Premises").

ARTICLE II - TERM & TENANT TERMINATION

2.01 TO HAVE AND TO HOLD the Leasehold Premises for a term of two (2) years, unless sooner terminated as herein provided. This Lease shall commence on September 1, 2020.

2.02 Tenant and/or Landlord shall have the right to, at Tenant's and/or Landlord's sole and absolute discretion, terminate this Lease which termination will be effective upon delivery of notice of termination to Landlord in the event of termination, for any reason or no reason, of the Purchase and Sale Agreement by and between Tenant and Landlord concerning the Premises.

ARTICLE III – RENT

3.01 Tenant shall pay rent as follows:

- (a) During the lease term, the Tenant shall pay to Landlord base rent monthly in the amount of \$6,500.00.
- (b) Rent is payable in advance on the first day of each and every month commencing with the first month of occupancy as established by the provisions of Article II.
- (c) In the event commencement occurs after the first day of a month or ends prior to expiration of a full month, such month's rent shall be prorated based on the number of days of occupancy by Tenant.
- (d) All payments of rent or other amounts due under this Lease shall be made to Landlord or to such agent and at such place as Landlord shall, from time to time, designate in writing.

3.02 Tenant shall pay for the following utilities, expenses and maintenance in addition to the above rent:

- (a) Heat, electricity, water, sewer, gas, telephone, security and digital services;
- (b) Interior and exterior maintenance of the Leasehold Premises;

- (c) Repair of plumbing and electrical, and other Buildings systems; and
- (d) Fire and Casualty Insurance on the real property and on its personal property.

3.03 Landlord shall pay for the following utilities, expenses and assessments:

- (a) Real and personal property taxes assessed on the Leasehold Premises or contents thereof; and
- (b) Snow and ice plowing, shoveling, and removal.

3.04

- (a) Landlord covenants and agrees that Landlord shall promptly and immediately turnover to Tenant any and all rent and/or rent adjustments that Landlord receives or may be entitled to by virtue of any other tenancy or allowed use of the Leasehold Premises by any person or entity not a party to this Lease as of the date of this Lease or later. For any rents due for a month of which this Lease is in effect for a part of such month, any rent and rent adjustments received from any such third-party shall be prorated between Landlord and Tenant on a per diem basis.
- (b) Tenant shall take the Premises subject to all existing tenants at the Leasehold Premises, including Walter Greene, Yarmouth Rowing Club, Tom Henniger and Lowell Brothers (the "Existing Tenants"). Tenant shall be responsible for all of landlord's obligations under any leases or occupancy agreements with the Existing Tenants, and hereby releases Landlord from such obligation. Tenant shall make best efforts to enforce all rights and obligations of the Existing Tenants under their lease or occupancy agreements. Tenant may further lease the Premises provided any such leases must terminate on or before June 30, 2022.

ARTICLE IV - TENANT COVENANTS

4.01 Tenant acknowledges by entry thereupon that the Leasehold Premises are in good and satisfactory order, repair and condition, and covenants during said term and any further time as the Tenant holds any part of the Leasehold Premises:

- (a) To pay, when due, all rent and other charges set forth herein; all charges for telephone and other communication systems used at, and supplied to, the Leasehold Premises, and other utilities not provided by Landlord; and to provide all lamping (lamps, ballasts and bulbs).
- (b) To keep the Leasehold Premises in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear excepted; and, at the termination of this Lease, peaceably to yield up the Leasehold Premises and all additions, alterations and improvements thereto in such good order, repair and condition, first removing all goods and effects not attached to the Leasehold Premises and repairing all damage caused by such removal, and leaving the Leasehold Premises clean and tenantable. If Landlord in writing permits Tenant to leave any such goods and chattels at the Leasehold Premises, and the Tenant does so, Tenant shall have no further claims and rights in such goods and chattels as against the Landlord or those claiming by, through or under the Landlord.
- (c) Not to injure or deface the Leasehold Premises or Buildings; not to permit the use of the

Handwritten signature and initials, possibly "J. J. 2025", in the bottom right corner of the page.

Leasehold Premises for any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the Buildings or their contents or liable to render necessary any alterations or additions to the Buildings. For the avoidance of doubt, Tenant shall have the right to excavate, change, clean up, construct, demolish, destroy and in any other way alter the Leasehold Premises as Tenant may desire upon receipt of permission from Landlord which will not be unreasonably withheld or delayed. In determining whether Landlord's withholding would be reasonable or unreasonable, the parties will give due consideration to the Purchase and Sale Agreement entered into between Landlord and Tenant concerning the Leasehold Premises and the intent thereof and of this Lease with regard to Tenant's future plans and intended purchase of the Leasehold Premises from Landlord.

(d) To conform to all reasonable rules and security regulations now or hereafter made by Landlord for the care and use of the Leasehold Premises, the Buildings, their facilities and approaches.

(e) To save Landlord harmless and indemnified from any injury, loss, claim or damage to any person or property while on or about the Leasehold Premises, except to the extent it is the result of the negligence of Landlord, and to any persons or property anywhere occasioned by an omission, neglect or default of Tenant or of employees, agents or visitors of Tenant.

(f) To insure Tenant and Landlord, as their interests appear with general public liability coverage on the Leasehold Premises, in such amounts and with such companies and against such risks as the Landlord shall reasonably require and approve. Initially, Tenant shall provide general public liability coverage on the Leasehold Premises at least in the amount of One Million Dollars (\$1,000,000.00).

(g) To hold all property of Tenant, including fixtures, furniture, equipment and the like of the Tenant, or of any other owner situated at the Leasehold Premises at Tenant's own risk.

(h) That, without limitation of any other provision herein, the Landlord and its employees shall not be liable for any injuries to any person or damages to property due to the Buildings or any part thereof, or any appurtenance thereof, being in need of repair or due to the happening of any accident in or about the Buildings or the Leasehold Premises or due to any act or neglect or any tenant of the Buildings or of any employee or visitor of Tenant. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, frost, water, steam, gas or odors in any form or by the bursting or leaking or windows, doors, walls, ceilings, floors, pipes, gutters, or other fixtures; and to damage caused to fixtures, furniture, equipment and the like situated at the Leasehold Premises, whether owned by the Tenant or others.

(i) To permit Landlord or his agents to examine the Leasehold Premises at reasonable times and, if Landlord shall so elect, to make any repairs or additions Landlord may deem necessary and at Tenant's expense to remove any alterations, additions, signs, drapes, curtains, shades, awnings, aerials or flagpoles, or the like, not consented to in writing; and to show the Leasehold Premises to prospective tenants during the six (6) months preceding the expiration of this Lease. Notwithstanding the forgoing, Landlord and Tenant have entered into a Purchase and Sale Agreement for the Leasehold Premises, and while such Purchase and Sale Agreement remains in effect, Landlord shall not market, advertise, or otherwise solicit any further tenant(s) or buyer(s) of the Leasehold Premises or any portion thereof.

(j) To permit Landlord at any time or times to make, at his own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to said Buildings or any part thereof, and during such operations to take into and through the Leasehold Premises or any part of the Buildings all materials required and to close or temporarily suspend operation of entrances, doors, corridors, elevators or other facilities, Landlord agreeing, however, that he will carry out such work in a manner which will cause Tenant minimum inconvenience.

(k) To insure Landlord and Tenant, as their interests appear, against loss of the contents, buildings and improvements of the Leasehold Premises under standard Maine form policies, against fire and standard extended coverage risks, in such amounts and with such companies as if the Landlord shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. Tenant shall maintain fire and accident insurance on the Leasehold Premises, insuring Tenant and Landlord as their interests appear in at least the amount of \$1,200,000.

(l) Not to permit any agent, representative, or employee of Tenant to violate any covenant or obligation of Tenant hereunder.

(m) Not to suffer or permit any lien of any nature or description to be placed against the Buildings, the Leasehold Premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of the Tenant to immediately pay and remove the same; this provision shall not be interpreted as meaning that the Tenant has any authority or power to permit any lien of any nature or description to attach to or to be placed upon the Landlord's title or interest in the Buildings, the Leasehold Premises, or any portion thereof.

(n) To keep the Leasehold Premises equipped with all safety appliances required by law or any public authority because of the use made by the Tenant of the Leasehold Premises. Tenant shall comply with all federal, state and local regulations regarding the use and/or disposal of hazardous materials and toxic substances. Tenant shall cause the Existing Tenants to comply with all federal, state and local regulations regarding the use and/or disposal of hazardous materials and toxic substances. Tenant and the Existing Tenants, by their execution hereof, agree to release and hold Landlord harmless from and against any loss, cost, damage, expense or liability (including reasonable attorney's fees and costs) arising out of or relating to any use, spill or disposal of hazardous materials and toxic substances at the Leasehold Premises.

(o) That the rights and remedies to which the Landlord may be entitled under the terms of this Lease are cumulative and are not intended to be exclusive of any rights or remedies to which the Landlord may be properly entitled in case of any breach or threatened breach by Tenant of any portion of the Lease.

(p) Intentionally deleted.

(q) That without limitation of any thing elsewhere herein contained, the Landlord may:

(i) Retain and use in appropriate instances keys to all doors within and into the Leasehold Premises and to change the locks to the Leasehold Premises if Landlord deems it advisable, upon reasonable notice to Tenant. No lock shall be changed by

Tenant without the prior written consent of Landlord.

(ii) Enter upon the Leasehold Premises and exercise any and all of Landlord's rights without being deemed guilty of an eviction or disturbance of Tenant's use or possession and without being liable in any manner to Tenant.

(r) That Tenant shall not remove any of its fixtures or personal property from the Leasehold Premises at any time that Tenant is in default under any of the terms of this Lease beyond any applicable grace period.

(s) In the event Tenant wishes to provide outside services for the Leasehold Premises over and above those services to be provided by Landlord as set forth herein, Tenant shall first obtain the prior written approval of Landlord for the installation and/or utilization of such services, which approval shall not be reasonably withheld. "Outside services" shall include but shall not be limited to cleaning and moving services, internet services, catering services and the like. In the event Landlord approves the installation and/or utilization shall be at Tenant's sole cost, risk and expense.

ARTICLE V – SUBORDINATION

5.01 Tenant agrees at the request of Landlord to subordinate this Lease to any mortgage placed upon the Leasehold Premises by Landlord and, if required by the mortgagee, to agree not to prepay rent more than ten (10) days in advance, to provide said mortgagee with notice of and reasonable opportunity to cure any defaults by Landlord, and not to amend, modify or cancel this Lease without mortgagee's written consent, provided that the holder of such mortgage enters into an agreement with Tenant by the terms of which such holder agrees not to disturb the Tenant in its possession of the Leasehold Premises so long as Tenant continues to perform its obligations hereunder and, in the event of acquisition of title by said holder through foreclosure proceedings or otherwise, to accept Tenant as Tenant of the Leasehold Premises under the terms and conditions of this Lease, and Tenant agrees to recognize such holder or any other person acquiring title to the Leasehold Premises as having the rights of the Landlord and to attorney to said holder or other person if requested. Tenant and Landlord agree to execute and deliver any appropriate instruments necessary to carry out the foregoing provisions.

ARTICLE VI - TENANT DEFAULT

6.01 If Tenant shall neglect or fail to make any rental payment within ten (10) days after its due date, or if Tenant shall fail to cure (or to commence to cure) a default in the performance of any of the other of the Tenant's covenants within thirty (30) days after date of notice of such default by Landlord, or if the Tenant, having commenced to cure a default within the thirty (30) day period but said default could not reasonably have been cured within said thirty (30) day period, or if the leasehold hereby created shall be taken on execution, or by other process of law, or if any assignment shall be made of Tenant's property for the benefit of creditors, or if a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of Tenant's property, or if Tenant commits any act of bankruptcy, or if a petition is filed by Tenant under any bankruptcy, insolvency or other debtor relief law, or if a petition is filed against Tenant under any bankruptcy, insolvency or other debtor relief law and the same shall not be dismissed within ninety (90) days from the date upon which it is filed, then and in any of said cases, Landlord lawfully may immediately or at any time thereafter and without demand or notice or

the necessity of compliance with any statute in any manner¹ relating to summary process, terminate the Lease and enter upon the Leasehold Premises and repossess the same and expel Tenant and those claiming through or under Tenant and remove their effects, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any rights or remedies which might otherwise be used for arrears of rent or previous breach of covenant, and upon such entry, all rights of Tenant under this Lease shall terminate; and Tenant covenants that in case of such termination, Tenant shall forthwith pay to Landlord as damages a sum equal to the amount by which the rent and other payments called for hereunder for the remainder of the original term and of any extension thereof exceed the fair rental value of the Leasehold Premises for the remainder of the original term and of any extensions thereof and, in addition thereto, will during the remainder of the original term and of any extension thereof pay the Landlord on the last day of each calendar month the difference, if any, between the rental which would have been due for such month had there been no such termination and the sum of the amount being received by Landlord as rent from occupants of the Leasehold Premises, if any, and the applicable prorated amount of the damages previously paid to Landlord. The Landlord shall make a reasonable effort to secure a rental equal to the prevailing local rate of the Leasehold Premises concerned. Tenant agrees to pay to Landlord, as damages for any above-described breach, all reasonable costs of re-letting the Leasehold Premises, including real estate commissions and reasonable costs of renovating the Leasehold Premises to suit the new tenant.

ARTICLE VII - LANDLORD SELF-HELP

7.01 If Tenant shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, other than an obligation to pay money, and shall not cure such default as provided herein, Landlord may, at its option, without waiving any claim for damages for breach of this Lease, at any time thereafter, cure such default for account of Tenant, any amount paid or any liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant agrees to reimburse Landlord therefor or save Landlord harmless therefrom.

ARTICLE VIII - LIMITATION OF LIABILITY

8.01 Tenant agrees to look solely to Landlord's interest in the Leasehold Premises for recovery of any judgment from Landlord arising under this Lease. This provision contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain any injunctive relief against Landlord or Landlord's successors in interest.

ARTICLE IX - LANDLORD DEFAULT

9.01 The Landlord shall in no event be in default in the performance of any of his obligations hereunder unless and until the Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by the Tenant to the Landlord properly specifying wherein the Landlord has failed to perform any such obligation. Further, if the holder of the mortgage on the Leasehold Premises notifies Tenant that such holder has taken over the Landlord's rights under this Lease, Tenant shall not assert any right to deduct the cost of repairs or any monetary claim against Landlord from rent thereafter due and accruing, but shall look solely to the Landlord for satisfaction of such claim

9.02 In no event shall Tenant have the right to terminate this Lease as a result of

Landlord's default, and Tenant's remedies shall be limited to damages and/or an injunction.

ARTICLE X- WAIVER OF RIGHTS

10.01 No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent, or waiver to or of any other breach of the same or other covenant, condition or duty

ARTICLE XI – NOTICES

11.01 Any notice from Landlord to Tenant or from Tenant to Landlord shall be deemed duly served if mailed by certified mail addressed, if to Tenant: _____, Maine _____ after the term of this Lease has commenced, with a copy to Jerome J. Gamache, Ainsworth, Thelin & Raftice, P.A., P.O. Box 2412, South Portland, ME 04116-2412; and if to Landlord: 123 Even Keel Road, Yarmouth, Maine 04096. The customary certified mail receipt shall be conclusive evidence of any such service.

ARTICLE XII - SUCCESSORS AND ASSIGNS

12.01 The covenants and agreements of Landlord and Tenant shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of Landlord, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.

ARTICLE XIII – MISCELLANEOUS

13.01 Unless repugnant to the context, "Landlord" and "Tenant" mean the person or persons, natural or corporate, named above as Landlord and Tenant respectively, and their respective heirs, executors, administrators, successors and assigns. Each reference herein to Landlord or Tenant and any pronoun reference to either of the same, shall be construed in the singular or plural and the applicable gendered or neutral pronoun as the context may require.

13.02 Landlord and Tenant agree that this Lease shall not be recordable. Landlord and Tenant shall, at the request of either party, enter into an agreement in recordable form, setting forth the actual commencement and termination dates of this Lease.

13.03 Landlord warrants and represents to Tenant that it has not dealt with any broker, finder or similar person other than Kirk Butterfield and Keller Williams Realty ("Landlord's Broker") concerning the leasing of the Leasehold Premises. Landlord shall to pay Landlord's Broker any commission due upon execution of this Lease, and in the event of any brokerage or commission claims against Tenant by Landlord's Broker or any other third-party asserting brokerage or commission claims related to a relationship with Landlord, Landlord agrees to defend the same and indemnify Tenant against any such claim. Landlord's Broker is entitled to a commission under the foregoing portion of this Section and is an intended third-party beneficiary of this Section and may enforce the commission payment obligation against Landlord. Tenant warrants and represents to Landlord that it has not dealt with any broker, finder or similar person concerning the leasing of the Leasehold Premises other than Landlord's Broker as necessary to facilitate this Lease. In the event of any brokerage or commission claims against Landlord by any third-party asserting brokerage or

commission claims related to a relationship with Tenant, Tenant agrees to defend the same and indemnify Landlord against any such claim. The person entitled to a commission under the foregoing sentence is an intended third-party beneficiary of the foregoing sentence and may enforce the commission payment obligation.

13.04 This Lease sets forth the entire agreement between the Parties, and there are no other representations, agreements or understandings with respect to the subject matter of this Lease. This Lease shall be construed according to the laws of the State of Maine.

13.05 No variation or modification hereof shall be deemed valid unless documented in writing between the Parties hereto or their respective agents/representatives. If any provision or portion of this Lease shall to any extent be held invalid or unenforceable in any circumstances, the remainder of this Lease and the application of such portion or provision to another extent or in other circumstances shall be valid and enforceable to the fullest extent permitted by law.

13.06 Each Party hereto has participated in the negotiation and drafting of this Lease. In the event an ambiguity or question of intent or interpretation arises under any provision of this Lease, this Lease shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authoring any of the provisions of this Lease.

13.07 This Lease may be executed in several identical counterparts each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. This Lease may be transmitted between the Parties by electronic transmission, including email and PDF, and signatures appearing on such transmitted instruments shall be treated as original signatures.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Landlord:

EVEN KEEL MARINE SPECIALTIES, INC.

8/26/2020
Date

Joseph E. Lowell
By: Joseph E. Lowell
Its: Treasurer

Tenant:

SEA MEADOW MARINE, LLC

8-26-2020
Date

Chad Strater
By: Chad Strater
Its: Sole Member

Existing Tenants:

Walter Greene

Yarmouth Rowing Club

By: _____

Tom Henniger

Morse Environmental Consulting, LLC

Sea Meadow Marine, LLC

Chad Strater

Two Temporary Commercial Floats, 123 Even Keel Road, Yarmouth
Cousins River, Yarmouth & Freeport

Project Description

The applicant proposes to construct two seasonal floats to support the existing commercial marine uses at the Even Keel marine facility, located on Cousins River in Yarmouth. The political boundary between the Towns of Yarmouth and Freeport roughly bisects the Cousins River channel, and the proposed floats and associated mooring tackle will be located within the limits of the Town of Freeport.

Two temporary/seasonal floats will be constructed of wood materials and will incorporate Ace Roto-Mold Floatation Drums for flotation. The proposed floats are both 8' x 60', and all components of the floats and associated mooring tackle will be fully located below the Mean Low Water (MLW) line. The floats will not be attached to shore. Off-season storage will be in an upland location on the Even Keel marine facility property.

The applicant has stated that float depth is expected to be two feet above the river substrate at mean low tide. Submerged aquatic vegetation was not identified at or near the location of the proposed floats. The proposed floats will be in series with approximately 60 feet between them in order to maintain good scope. The floats will be anchored in place using three helical anchors- one upstream and one downstream of the floats, and one located between the floats.

The Indirect/seasonal coastal wetland impact area (all located below MLW) is 960 square feet. Due to the temporary nature of the floats, no permit is required from the Maine Department of Environmental Protection. Whereas the floats are not connected to land, no submerged lands lease is required with the State of Maine.

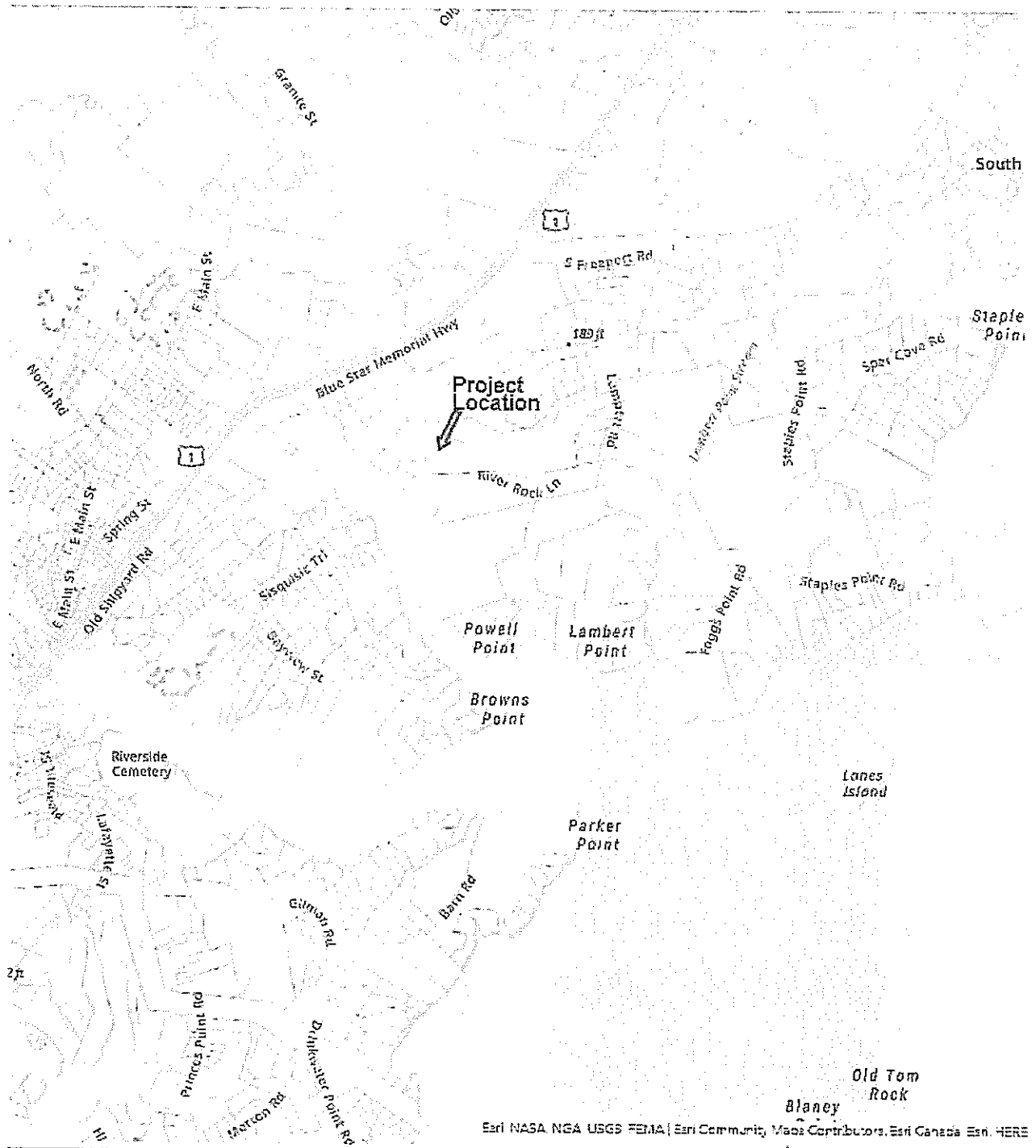
The purpose of the floats is to provide a staging location for boats that are incoming for repair or servicing, and for boats that have been launched and that are staged prior to moving downriver to the boat owner's permanent mooring or boat slip. The floats may also be used by marine related businesses that are loading or unloading goods or catch. Additionally, the floats would be available for short-term transient recreational boater use when not being utilized for the above-stated purposes.

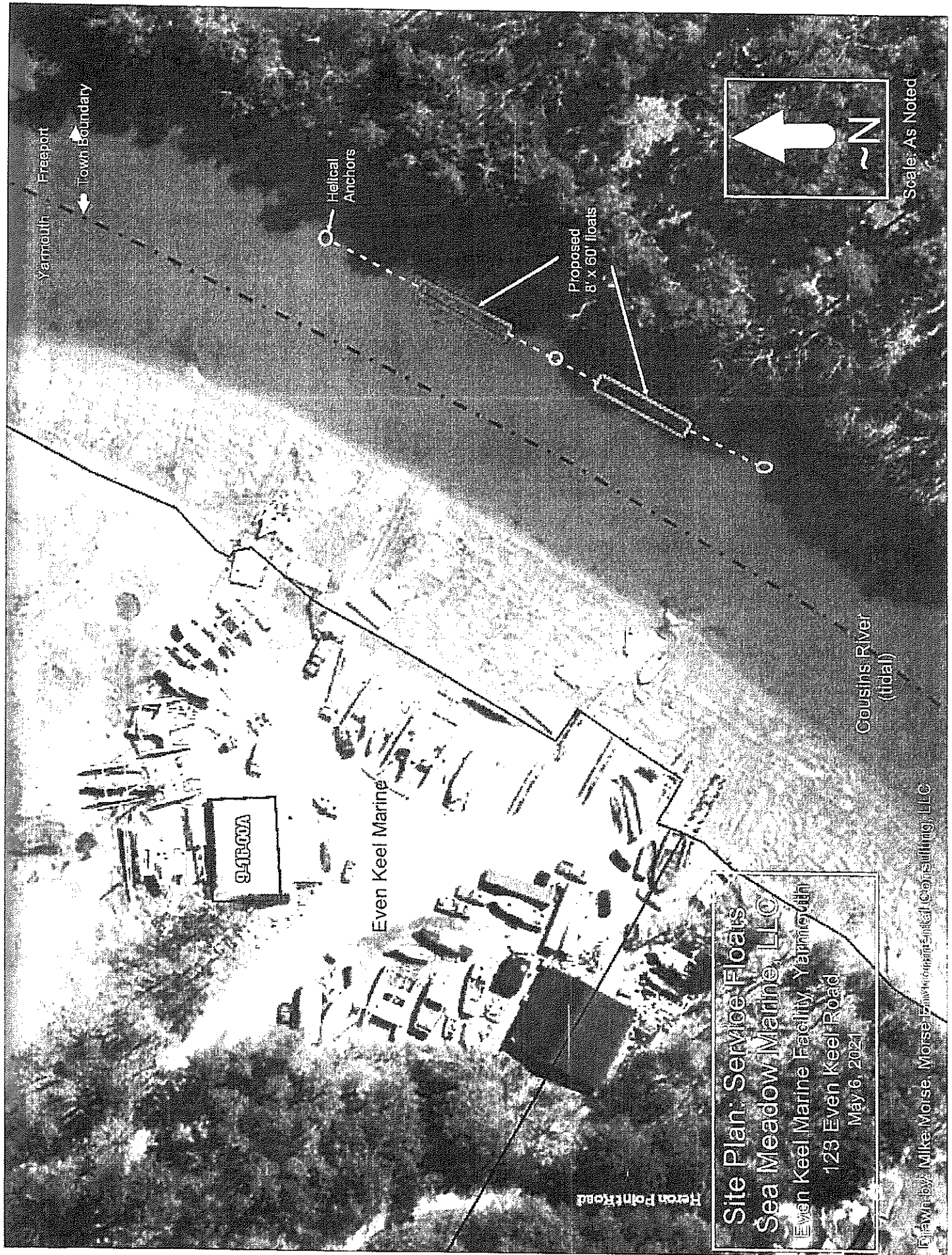
As requested by the Freeport and Yarmouth Harbormasters, the floats will be positioned closer to the Freeport shoreline and not near the middle of the channel in order to maintain a sufficient navigation channel within the river. During lower tide cycles, river depth generally only supports passage by shallow draft watercraft. The normal high tide channel width of Cousins River at this location is approximately 205 feet wide (measured from edge of bulkhead at Even Keel marine facility). The flooded channel width during a normal low tide is reduced to approximately 120 feet wide. It is typical for a deeper water channel to meander in riverine conditions, and the deeper channel of Cousins River is toward the Freeport side of the river at this location. Much of the Yarmouth side of the river adjacent to the marine facility flats out during lower tide cycles (unvegetated mud flats). The floats are proposed to be east of center of the lower tide channel.

During a high tide cycle, the floats will be located approximately 140' from a bulkhead at the marine facility and approximately 50 feet from the easterly shoreline. The proposed float location provides an approximately 60-foot-wide navigable channel during MLW to the west of the floats. When a boat or barge is tied to the westerly side of the floats, the navigable channel width would be reduced by the width of the vessel, however such a condition continues to maintain a reasonable low-tide navigation channel. By comparison, the Royal River navigation channel is approximately only 50- 55 feet and is sufficient for two-way all-tide boat passage near the Yarmouth anchorage- this distance is measured on aerial photos from the seaward edge of watercraft tied to fixed docks in front of Royal River Grillhouse and the landward edge of boats tied on floats immediately north of these fixed docks. Two-way boat passage is not anticipated at the project location area on Cousins River.

Approximately 35 feet of flooded channel width will be located to the east of the floats during mean low tide, likely with depth suitable only for shallow draft watercraft such as kayaks, canoes, and small shallow-draft skiffs in this location.

Location Map



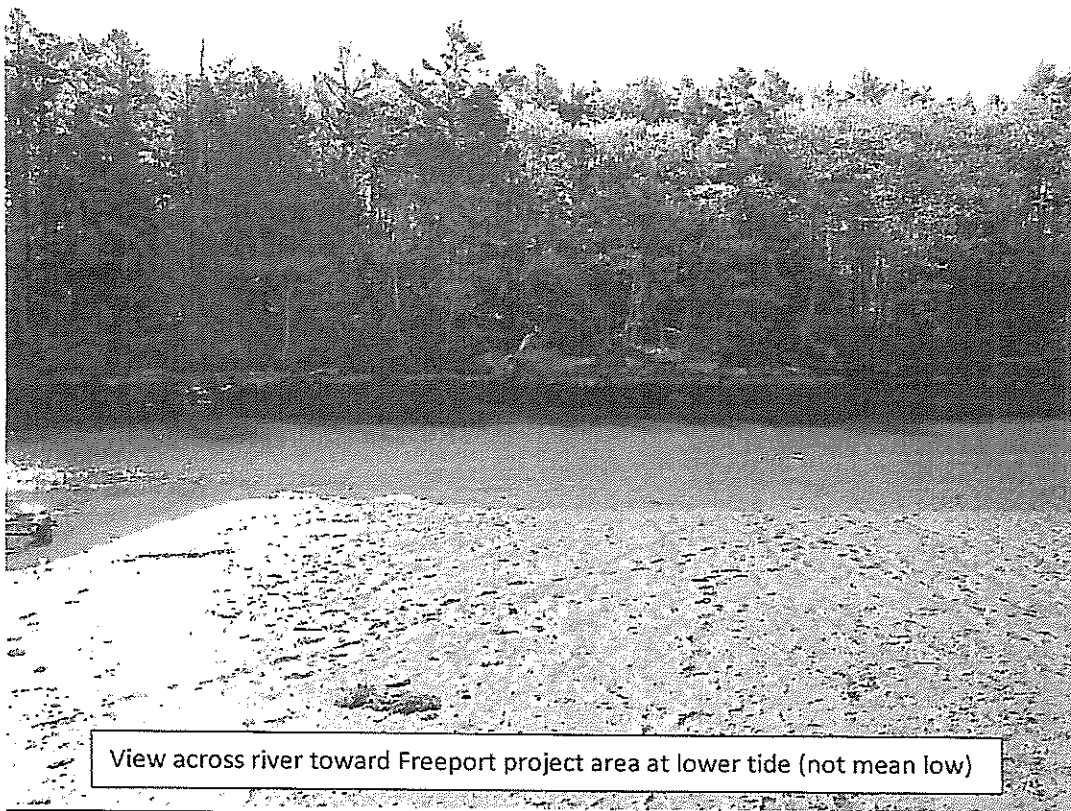
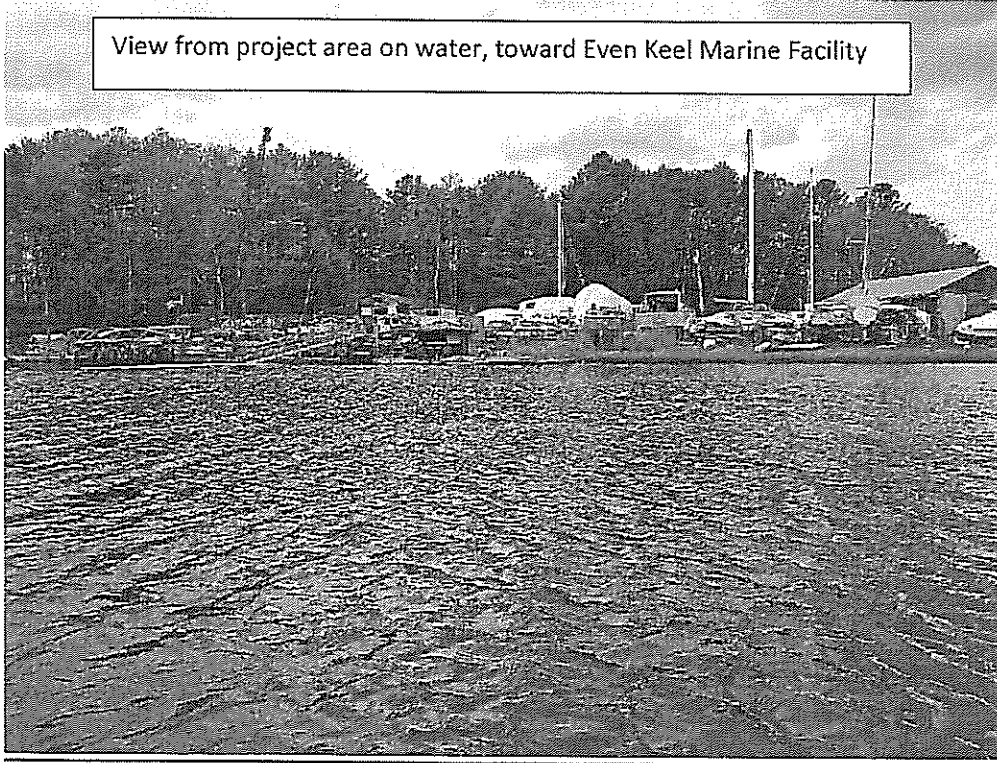


Site Plan: Service Floats
Sea Meadow Marine, LLC
Even Keel Marine Facility, Yarmouth
123 Even Keel Road
May 6, 2021

Drawn by: Mike Morse, Morse Environmental Consulting, LLC

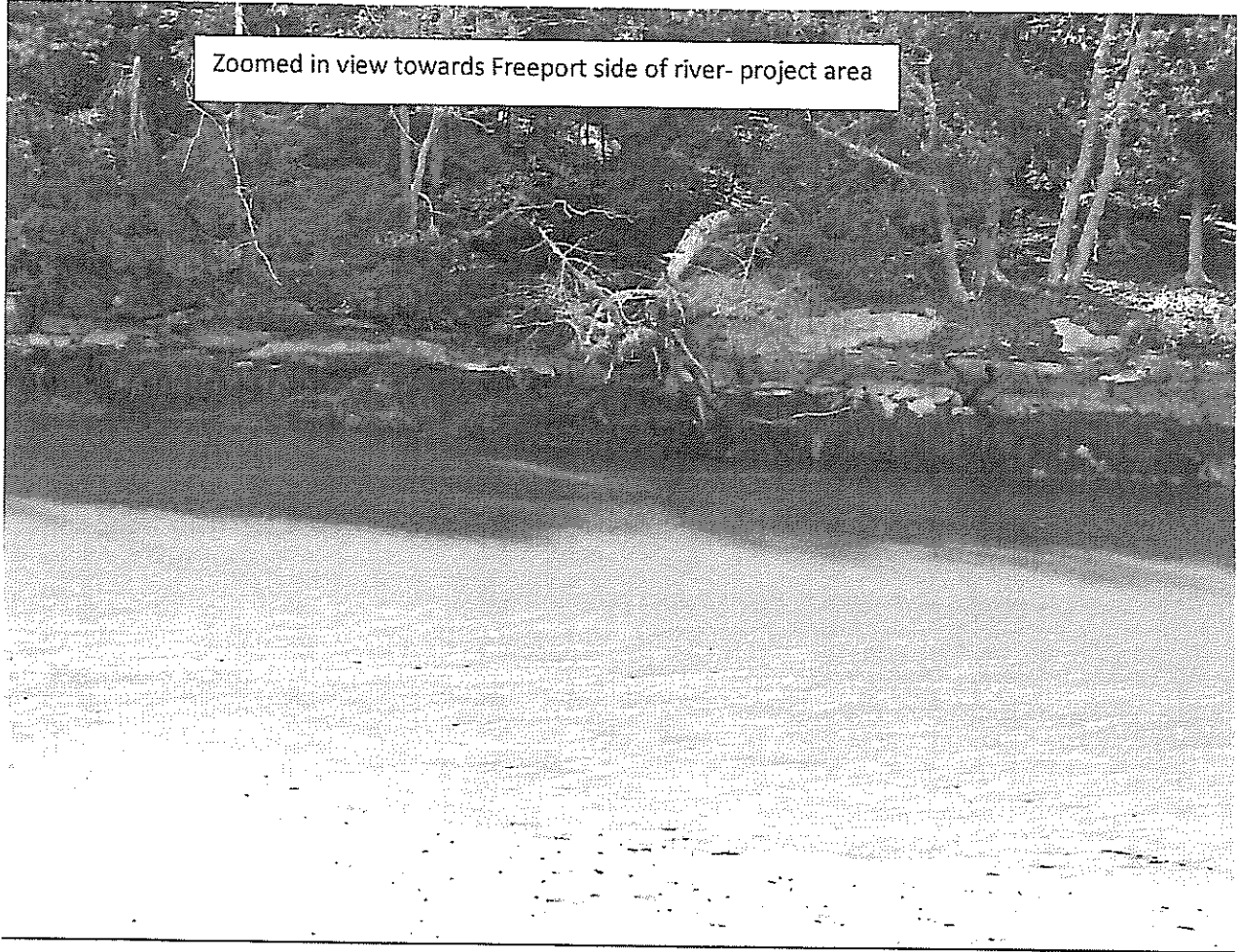
Color Photographs

View from project area on water, toward Even Keel Marine Facility



View across river toward Freeport project area at lower tide (not mean low)

Zoomed in view towards Freeport side of river- project area



Construction Plan

Construction of the floats will be on land. Floats will be transported to the shoreline and placed into Cousins River via an existing marine rail/ launch on-site, and then will be transported via water ~150 feet to the project area. The floats will be attached to the anchor chain and helical anchors. No soil excavation will occur. No impacts to the coastal wetland will occur during the construction, launching, and transporting of the floats.

Wood used for the project will be pressure treated for protection from decay. Wood in direct contact with water will be treated with chromated copper arsenate (CCA), and all other wood will be treated with alkaline copper quaternary (ACQ). All CCA treated wood will be cured on dry land in such a manner to expose all surfaces to the air for a period of at least 21 days prior to construction.

Erosion Control Plan

The proposed project does not include grading, bulldozing, digging, scraping the earth, or filling, or intentionally cause any other disturbance of soil. As such, erosion control is neither proposed nor is necessary for the project. Should soil unexpectedly be disturbed, the applicant will take immediate action to install adequate erosion control consistent with Best Management Practices, and will provide for permanent stabilization at the site prior the completion of the project.