

STATE OF MAINE
SUBMERGED LANDS LEASE

No. 2031-L-47

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 (hereinafter Lessor), an agency of the State of Maine Department of Agriculture, Conservation and Forestry by its Director acting pursuant to the provisions of Title 12 M.R.S.A. Sections 1801 & 1862, and **TOWN OF FALMOUTH** (hereinafter Lessee) **2 MARSHALL DRIVE, FALMOUTH, MAINE 04105**. Lessor hereby leases to Lessee, on the terms and conditions hereinafter set forth, the following described submerged land (hereinafter leased premises) situated in Cumberland County, Maine, to wit:

A certain parcel of public submerged land located in Casco Bay, Town of Falmouth, Maine, totaling 13,350+/- square feet, abutting adjacent upland recorded in Cumberland County Registry of Deeds Book 2853 Page 487 now owned by the Town of Falmouth, Maine as further described in Attachments A, B and C which are hereby incorporated into this Lease.

1. **TERM.** This lease shall commence on March 29, 2018 and continue to December 31, 2047.
2. **USE.** Lessee is hereby authorized to use leased premises for the purposes of a pier, boat ramp, gangways, floats and associated berthing areas, that is open and available to the general public for free or for nominal user fees, as described in Application Number L-27828-4P-A-N and for no other purposes.
3. **OTHER USES.** Lessor reserves the rights of the general public to transitory fishing, fowling, recreation, navigation, and other traditional uses of leased premises, and the right of Lessor to make such other uses of leased premises, including by way of example and without limitation, the right to permit pipes to be laid thereunder or telephone wires to be maintained thereover, as shall not unreasonably interfere with Lessee's use and enjoyment of leased premises for the purposes stated in Paragraph 2 above.
4. **REGULATORY PERMITS.** Lessee shall be responsible for obtaining any and all permits required by any agency of the United States, the State of Maine, or any political subdivision thereof, having jurisdiction over the activities on the submerged lands contemplated by this Lease. Lessee's compliance with such permits and conditions thereof shall be a requirement of this Lease for all purposes including, without limitation, for purposes of defining the extent and purpose of any alteration or use of in, on, under, or over leased premises. Unless all required permits authorizing the uses contemplated hereby are issued prior to the expiration of the calendar year next following the creation of this leasehold, this Lease shall be void. In the event that any agency of the United States, the State of Maine, or any political subdivision thereof, denies or disapproves any portion of any application by Lessee for the use of leased premises or any portion thereof, this Lease shall be void as to the denied or disapproved use as of the date of such denial or disapproval. Rental payments made by Lessee for such denied or disapproved use may, upon proper request, be refunded or equitably adjusted, subject to a service charge. Failure by Lessee to abide by, or conform to, the terms and conditions of any such permit shall be an event of default hereunder.
5. **ASSIGNMENT OR SUBLEASING.** 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.

6. **RENTAL.** Annual rental shall be payable hereunder throughout the term hereof as follows, except that rental shall be no less than the minimum amount established by law:

\$0.00 per year.

Rental is payable on or before the first day of February each year throughout the term hereof, except as may be adjusted from time to time in accordance with Paragraph 7 below. Payment is to be made to the Bureau of Parks and Lands, 22 State House Station, Augusta, Maine 04333. Checks are to be made payable to the Treasurer, State of Maine.

7. **RENTAL ADJUSTMENT.** Lessor may adjust the rental from time to time as necessary to conform with its regulations and laws as they may be amended, but Lessor may not adjust rental for five years from the commencement date of this Lease. Subsequent adjustments may not be made more frequently than once every five years. Lessor shall give Lessee at least 120 days notice of such adjustment. In the event Lessee is unwilling to accept such adjustment, Lessee may terminate the Lease and vacate the premises within 120 days of Lessor's notice of adjustment.

8. **TAXES.** Lessee shall pay when due all taxes, charges, assessments and other impositions levied by any governmental entity upon the structures and improvements on leased premises or any operations or activities thereon.

9. **INDEMNITY.** Lessee shall defend, or cause to be defended, and indemnify and hold 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, the use or occupancy of leased premises by Lessee, its agents, contractors, employees, guests, invitees, permittees and sublessees.

10. **MAINTENANCE.** Lessee, at Lessee's expense, shall keep leased premises free of garbage, refuse, and other discarded material and shall maintain all improvements upon leased premises in good condition and repair.

11. **GENERAL RESTRICTIONS.** No nuisance shall be permitted on leased premises. No minerals, including, without limitation, sand and gravel, shall be removed from leased premises, and no rock, earth, ballast or other material shall be deposited upon leased premises, without the prior written consent of Lessor.

12. **CASUALTY REPLACEMENT.** In the event that the improvements and structures placed on leased premises are substantially destroyed by fire or other casualty, and Lessee does not, within two years following such casualty, rebuild or replace the affected improvements and structures, Lessor may cancel this Lease upon thirty (30) days notice to Lessee. Such rebuilding or replacement shall not be undertaken by Lessee without the prior written approval of Lessor.

13. **DEFAULT.** The following shall be deemed to be events of default hereunder:

- A. Failure of Lessee to pay when due any rent payable hereunder;
- B. Failure of Lessee to comply with any other provision of this Lease.
- C. A transfer by Lessee in fraud of creditors, or petition initiated by Lessee or adjudgement of Lessee as bankrupt or insolvent in any proceedings;
- D. Appointment of a receiver or trustee for all, or substantially all, assets of Lessee; or

E. Abandonment by Lessee of any portion of leased premises.

Upon becoming aware of the occurrence of any such event of default, Lessor shall notify Lessee in writing. Except as otherwise provided in this paragraph, Lessee must cure any default within thirty (30) days of notice of same. Regarding section 13.B only, if a default occurs and Lessee has satisfied to Lessor that the nature of the default is such that it cannot be cured within thirty (30) days, Lessee shall promptly notify Lessor in writing of the circumstances that exist that require additional time to cure, and cause said default to be cured within the additional amount of time as determined by Lessor. If the default has not been cured within 30 days of Lessor's notice, or within the additional time period granted by Lessor when Lessee is unable to cure the default within 30 days, Lessor may, in addition to, and not instead of, any other remedies available at law or in equity, terminate this Lease without additional notice or demand to Lessee and enter onto and take possession of the leased premises. Lessee shall be liable to Lessor for all rent due hereunder and any loss and expenses incurred by Lessor by reason of any default or termination.

14. **ENTRY.** Lessor, its agents and representatives shall have access to leased premises and all improvements and structures thereon at all times for the purpose of inspecting and securing compliance with the terms and conditions of this Lease, and for all other lawful purposes.

15. **NOTICE.** Any notice required or permitted under this Lease shall be deemed to have been given when actually delivered, or when deposited in the United States mail, first class postage prepaid, addressed as follows: *To Lessor:* Bureau of Parks and Lands, 22 State House Station, Augusta, Maine 04333, ATTN: Submerged Lands Program. *To Lessee:* at the address given below by Lessee, or at such other address as Lessee may have theretofore specified by written notice actually received and placed of record with Lessor.

16. **ALTERATION.** Lessee shall make no alteration to leased premises, and shall place no improvements or structures in, on, or over leased premises except as specifically described in Paragraph 2 of this Lease, without Lessor's prior written consent.

17. **IMPROVEMENTS.** Upon the expiration, cancellation, or termination of this Lease, regardless of the reason therefore, Lessee shall have ninety (90) days to remove his property. Lessor, at its discretion, shall become owner of all improvements and structures upon leased premises not so removed. Lessor may, at its option, require Lessee to remove all such improvements and structures at Lessee's expense, and to restore leased premises to the condition in which they existed prior to the placement of any improvements or structures thereon.

18. **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.

19. **ABANDONMENT.** Structures as described under section 2 of this Lease shall be placed on the leased premises within two (2) years of the issuance of this Lease. Once installed, such structures shall be used and maintained for their intended purpose. Failure of the Lessee to install the structures within this time frame or to use and maintain the leased premises shall be deemed an abandonment. Upon determining that the leased premises or a portion thereof have been abandoned, the Lessor at its option may terminate this lease as to the entire leased premises, or as to such portion as has not been so used or maintained, in accordance with the default provisions of Section 13.

20. **MISCELLANEOUS.** This Lease shall be binding upon, and shall inure to the benefit of, Lessor and Lessee and their respective successors, assigns and legal representatives. Failure of either party to complain of any act or omission on the part of the other, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. A waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall not be deemed a waiver of, or consent to, any subsequent breach of the same or any other provision. Lessee may not file this Lease of record, or cause or permit the same, without

Lessor's prior written consent. Lessor makes no warranty of Lessee's leasehold estate, and in the event of any lawful ejectment of Lessee, Lessor shall refund to Lessee any rentals paid to Lessor for any period of Lease term then remaining. Lessee shall comply with all applicable laws, regulations and ordinances of governmental entities having jurisdiction over leased premises. This Lease contains the entire agreement of the parties and may not be modified except by a writing subscribed by both parties.

21. GENERAL RIGHT TO TERMINATE. Lessee shall have the right to terminate this Lease by notifying Lessor at least thirty (30) days prior to termination date. In terminating, Lessee agrees to vacate leased premises and remove all structures and personal property of Lessee located thereon, unless other arrangements have been made, with prior approval of Lessor, to transfer ownership or otherwise dispose of same. Rental payments made by Lessee for such terminated use may, upon proper request, be equitably adjusted, subject to a service charge.

22. EXTINGUISHMENT OF CONSTRUCTIVE EASEMENT. Lessee hereby relinquishes any and all rights to leased premises, or any portion thereof that may have been formerly held by constructive easement under Title 12 M.R.S.A. Sections 1801 & 1862, or otherwise.

23. REPLACEMENT. This Lease hereby cancels and replaces Submerged Lands Lease No. 0010-L-29 issued to the Town of Falmouth that commenced on March 16, 2000.

Accepted and agreed to on

_____, 2018

_____, 2018

(Lessee Signature)

(Lessor Signature)

(Print Name)

Thomas A. Desjardin
Director of Parks, Bureau of Parks & Lands
Department of Agriculture, Conservation & Forestry
State of Maine

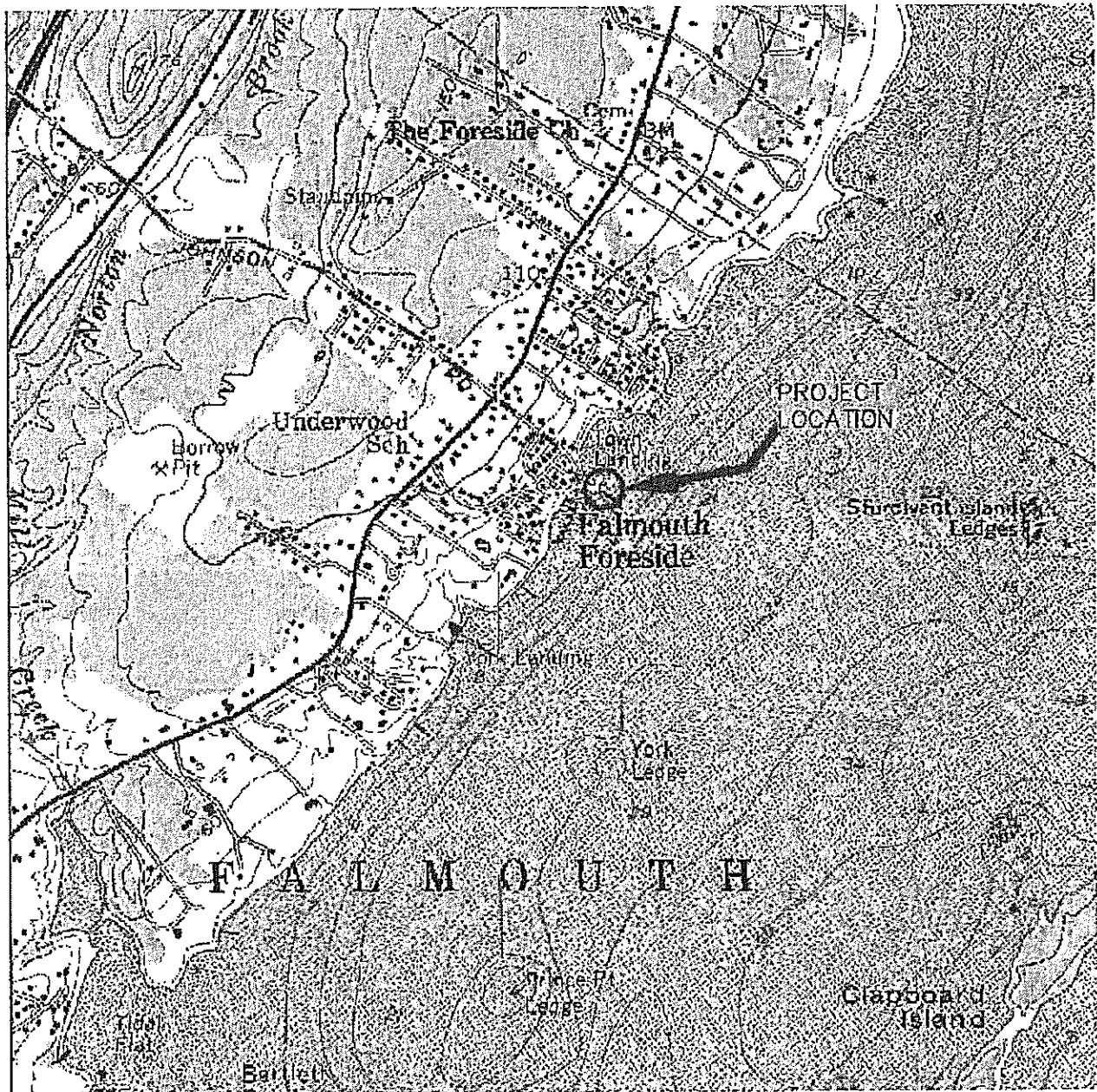
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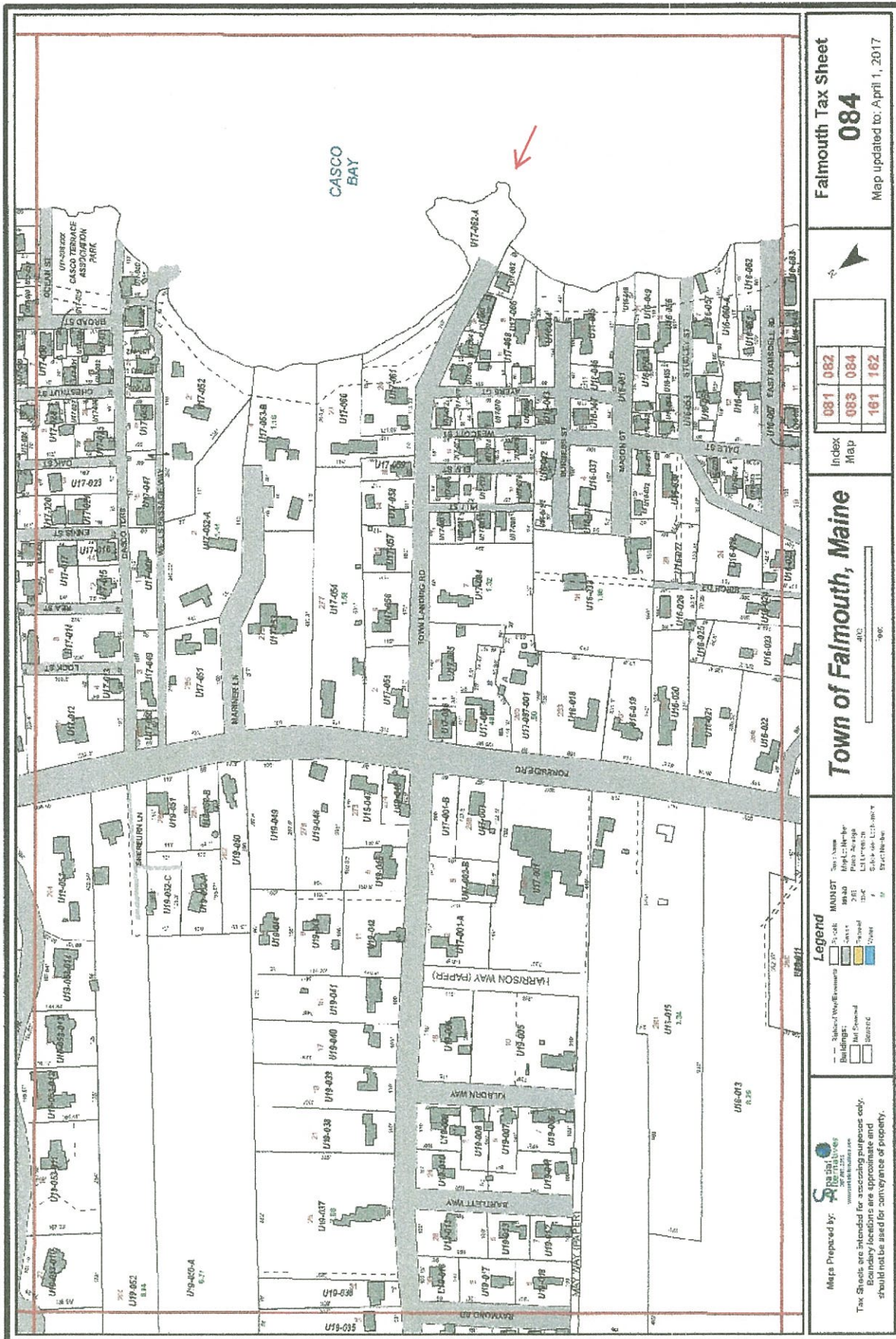
(Address of Record)



ATTACHMENT 3 Location Map

A USGS Map section is provided below.





Falmouth Tax Sheet
084
 Map updated to: April 1, 2017

081	082
083	084
161	162

Town of Falmouth, Maine

Index Map

Legend

	Subdivided Waterfronts
	Buildings
	Wet Swamps
	Water

MANSET

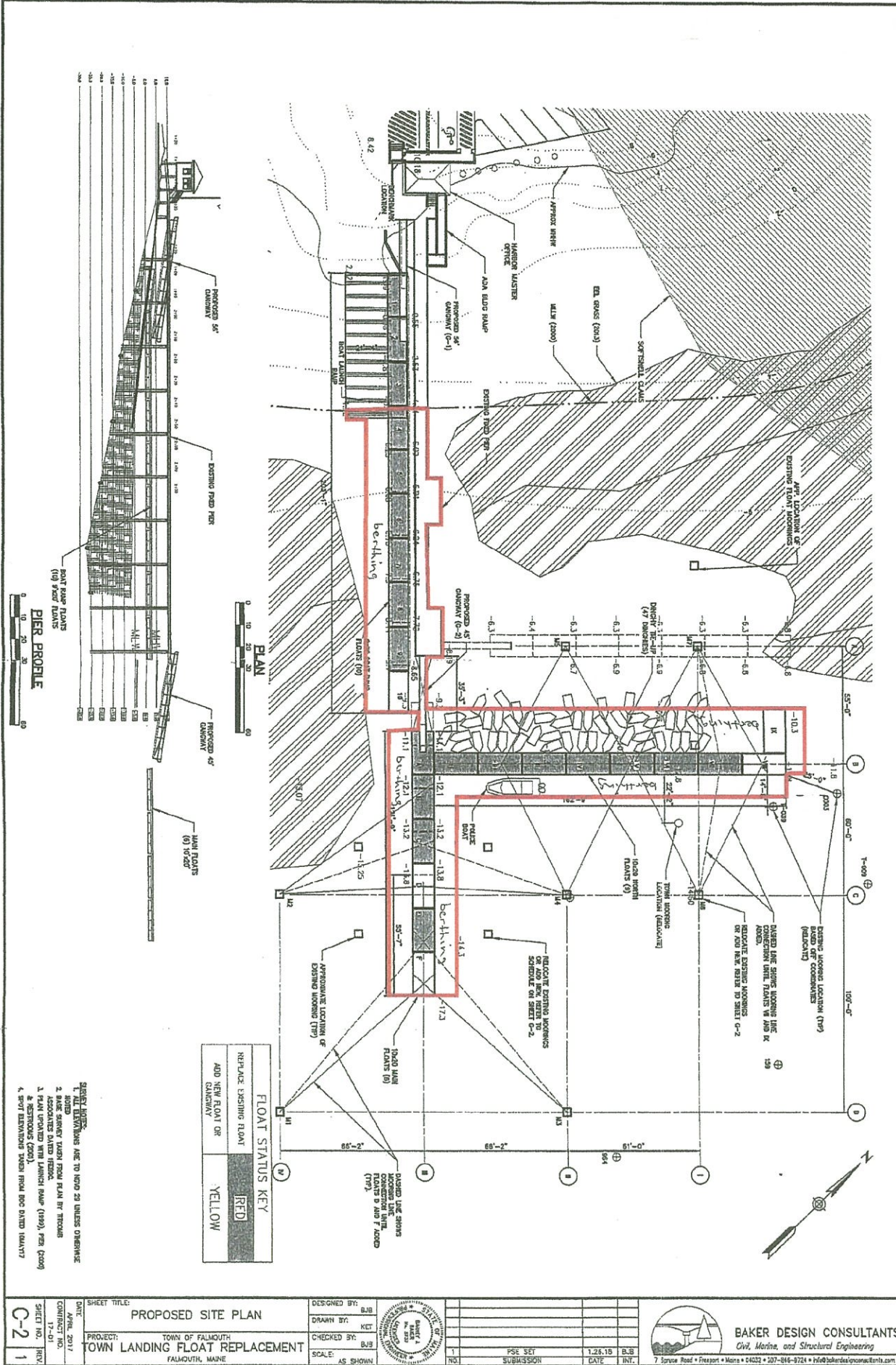
	10-016
	10-017
	20E
	20F
	20G
	20H
	20I

Maps Prepared by:

 The Office of the Assessor
 Town of Falmouth, Maine

Tax Sheets are intended for assessing purposes only.
 Boundary locations are approximate and
 should not be used for conveyance of property.

\\bdc-srv\projects\17\17-01 falmouth town landing float\lead\17-01 town facts dwd 3d.dwg 2/6/2018



- REVISIONS:**
1. ALL DIMENSIONS ARE TO READ 23 UNLESS OTHERWISE NOTED
 2. SEE GENERAL NOTES FROM PLAN BY TROUW
 3. PLAN UPDATED WITH LAUNCH RAMP (1993), PERS (2000) & RESTROOMS (2001)
 4. BOAT ELEVATIONS TAKEN FROM BOC DATED 10/4/17

FLOAT STATUS KEY	
REPLACE EXISTING FLOAT	RED
ADD NEW FLOAT OR CANOPY	YELLOW

DESIGNED BY: BJB
 DRAWN BY: KET
 CHECKED BY: BFB
 SCALE: AS SHOWN



PROJECT:	TOWN OF FALMOUTH
PROJECT:	TOWN LANDING FLOAT REPLACEMENT
PROJECT:	FALMOUTH, MAINE
DATE:	17-01
SHEET NO.:	C-2
NO.:	1



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