

## EASEMENT AND MAINTENANCE AGREEMENT

### A. Parties and Recitals.

1. This Easement and Maintenance Agreement (hereinafter "Agreement") is made as of December 31, 2020, between **ROCKLAND HARBOR PARK, LLC**, a Delaware limited liability company (hereinafter "RHP"), and **SHM ROCKLAND, LLC**, a Delaware limited liability company (hereinafter "SHM"). The parties are sometimes referred to as "the Parties" or "Party" as the context requires.

2. RHP is the owner of Parcel 1 on depicted on Exhibit A attached hereto, titled "Exhibit A-1 P&S Agreement Conveyance Plan" (herein the "Plan") for Bayview Management, dated November 30, 2020, by Gartley & Dorsky Engineering and Surveying located in **Rockland, Knox County, Maine**, and being a portion of property described in a deed to RHP and recorded in the Knox County Registry of Deeds at Book 3774, Page 125 (hereinafter "Parcel 1").

3. SHM is the owner of property abutting Parcel 1 located in **Rockland, Knox County, Maine**, described on the Plan as "Parcel to be Conveyed" (hereinafter "Parcel 2"), which is described a deed from RHP to SHM, to be recorded in the Knox County Registry of Deeds on near or even date herewith.

4. The Parties wish to convey to one another easements for ingress and egress over the boardwalk (hereinafter, the "Boardwalk") and concrete walk (hereinafter the "Concrete Walk") running nearest the shore as shown on the Plan, and to establish agreements relating to the use and the maintenance of the same.

### B. Grant of Easements.

1. RHP, as the owner of Parcel 1, hereby grants to SHM, its successors and assigns, to be appurtenant to Parcel 2, the following easement for the benefit of Parcel 2:

(a). Easement One: a permanent, non-exclusive easement for pedestrian and vehicular ingress and egress on, in, and over the Boardwalk and the portion of the Concrete Walk located on the shoreline of Parcel 1 as shown on the Plan (the "SHM Easement Area").

SHM, its agents, guests, invitees, and employees may use the SHM Easement Area for pedestrian purposes to pass and repass between and along Parcel 1 and Parcel 2 in the SHM Easement Area. It is contemplated by the Parties that members of the general public will use the SHM Easement Area for pedestrian

purposes only, and not vehicular purposes. In the event the Parties determine it is necessary to impose restrictions on use by the general public of the SHM Easement Area, such as, by way of example only, limiting the hours of usage, the Parties may do so by a written amendment to this Agreement.

SHM may use the SHM Easement Area for vehicular access only by vehicles that are owned or operated by SHM, its agents, contractors or employees for providing services to SHM. Such vehicles may not be parked in the SHM Easement Area except for purposes of loading and unloading.

No property of any kind shall be stored within the SHM Easement Area.

The SHM Easement Area may be relocated only upon the mutual agreement of the Parties by written amendment to this Agreement.

2. SHM, as the owner of Parcel 2, hereby grants to RHP, its successors and assigns, to be appurtenant to Parcel 1, the following easements for the benefit of Parcel 1:

(b). Easement Two: a permanent, non-exclusive easement for pedestrian ingress and egress on, in, and over the portion of the Concrete Walk located on the shoreline of Parcel 2 as shown on the Plan (the "RHP Easement Area").

RHP, its agents, guests, invitees, and employees may use the RHP Easement Area for pedestrian purposes to pass and repass between and along Parcel 1 and Parcel 2. It is contemplated by the Parties that members of the general public will use the RHP Easement Area for pedestrian purposes only, and not vehicular purposes. In the event the Parties determine it is necessary to impose restrictions on use of the RHP Easement Area by the general public, such as, by way of example only, limiting the hours of usage, the Parties may do so by a written amendment to this Agreement.

No property of any kind shall be stored within the RHP Easement Area,

The RHP Easement Area may be relocated only upon the mutual agreement of the Parties by written amendment to this Agreement.

(c) Easement Three: a permanent, non-exclusive easement for pedestrian ingress and egress and the launching and landing of small watercraft over the land of SHM at the far northern end of the Boardwalk identified on Exhibit A attached hereto (the "Launch and Landing Easement Area"), and subject to the other provisions of this subsection, for the installation and use of a ramp and float to be roughly parallel to the public pier (the "Ramp and Float Easement"). If RHP desires to install a ramp and float pursuant to the Ramp and Float Easement, RHP shall send written notice to SHM with detailed plans for the location and design of such ramp and float, which shall be subject to SHM's approval, not to be unreasonably

withheld so long as the same does not impact or interfere with SHM's use of Parcel 2 and the submerged lands for marina operations (as the same currently exist or may hereafter be expanded by SHM). If elected by SHM by written notice to RHP, SHM may elect to pay one-half of the cost of such ramp and float installation and maintenance, and in such event, SHM and its agents, guests, invitees, and employees may also utilize the ramp and float.

RHP, its agents, guests, invitees, and employees may use the Launch and Landing Easement Area and the Ramp and Float Easement for reasonable recreational purposes consistent with the terms of this subsection. Small boats may be temporarily stored on or tied to the float installed by RHP for up to a maximum of 24 hours.

Use of this easement shall not impact or infringe on SHM's marina operations (including any future additions to the marina), and its use by small watercraft shall be supervised and limited by RHP accordingly. SHM shall have the right to enforce the use limits of this easement in the event and to the extent that its use impacts or infringes on SHM's marina operations.

Unless SHM elects to share in the ramp and float as set forth above, RHP shall be solely responsible for maintaining the ramp and float in good repair. If RHP fails to keep the Ramp and Float Easement and the ramp and floats located therein in good repair, SHM may remove such ramp and floats after 30 days' prior written notice to RHP (provided prior notice shall not be required in the event of imminent danger to person or property).

3. Each of RHP and SHM, for themselves and their respective successors and assigns, hereby agrees to indemnify and hold the other, and its successors and assigns, harmless from and against any claims, losses, damages, and costs, including reasonable attorneys' fees, incurred by the indemnified party as a result of or in connection with the exercise by the indemnifying party and its agents, guests, invitees, contractors, or employees of the rights granted herein. The foregoing agreement to indemnify and hold harmless extends to claims asserted by the indemnified party by the indemnifying party's employees without regard to any immunity that the indemnifying party may have under workers' compensation laws.

#### C. Maintenance Agreement.

1. With regard to the SHM Easement Area, the RHP Easement Area and the Launch and Landing Easement Area (collectively, the "Joint Maintenance Easement Areas"), the Parties agree, for themselves and their respective successors and assigns, as follows:

(a). The Joint Maintenance Easement Areas shall be kept in good condition and repair. The Parties agree to share equally the cost of maintaining, repairing, and replacing the Joint Maintenance Easement Areas. Maintaining, repairing, and

replacing shall include, but not be limited to, to removal of snow and ice, including placement of sand within a commercially reasonable time after accumulation; maintenance, repair, replacement of boards, railings, and support structures; and maintenance, repair, and replacement of concrete, including without limitation patching and sealing.

(b). The Parties shall set an annual maintenance and repair budget by November 1 for the following calendar year and shall agree which Party shall be responsible for contracting for the performance of maintenance and repair of the Joint Maintenance Easement Areas. All invoices for such maintenance work shall be paid by the Parties monthly. If a Party fails to pay any such invoice within 30 days, the other Party may pay such invoice and obtain reimbursement from the non-paying Party. Any such sums shall accrue interest in the amount of 1.5% per month from the date of payment. In addition, failure to pay all amounts due shall entitle the paying Party to pursue all legal and equitable remedies to enforce the defaulting Party's obligations under this Agreement. Neither Party may expend more than \$2,000.00 on any item or maintenance or repair to the Joint Maintenance Easement Areas without the prior written consent of the other Party, unless such Party elects to do so at its own expense. All repairs and maintenance shall be performed in a good and workmanlike manner.

(d). Notwithstanding the provisions of Section C. (1) (a), each Party shall be solely responsible for any maintenance and repair of the Joint Maintenance Easement Areas or Concrete Walk occasioned by construction activities on such Party's property or damage caused solely by such Party, its agents, guests, invitees, or employees.

2. RHP shall be solely responsible, at RHP's sole cost and expense, for maintaining (including making repairs or replacements to) any seawall adjacent to or within the SHM Easement Area in good repair. SHM shall be solely responsible, at SHM's sole cost and expense, for maintaining (including making repairs or replacements to) any seawall adjacent to or within the RHP Easement Area in good repair.

D. Enforcement. Either Party may enforce the obligations of the other Party for the shared costs of maintaining, repairing, and replacing the Joint Maintenance Easement Areas by an action at law for damages in any court of competent jurisdiction, and if prevailing shall also be entitled to costs and reasonable attorney's fees.

E. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. Notwithstanding the foregoing, neither Party may assign this Agreement to any person or entity other than a successor owner of Parcel 1 or Parcel 2, as applicable.

F. Insurance.

1. RHP shall maintain, at its expense, and keep in force at all times during the term of this Agreement, a policy of comprehensive general public liability insurance, including a contractual liability endorsement, and personal injury liability coverage, from an insurer reasonably acceptable to SHM, which shall include coverage against claims for any injury, death, or damage to persons or property occurring on, in, or about the RHP Easement Area and the Ramp Easement Area with a combined single limit of not less than \$2,000,000 with respect to such Easement Areas and RHP's use therein. SHM and its agents, contractors, and tenants shall be named as additional insured on such insurance policy. RHP shall furnish to SHM evidence of such insurance upon request by SHM.

2. SHM shall maintain, at its expense, and keep in force at all times during the term of this Agreement, a policy of comprehensive general public liability insurance, including a contractual liability endorsement, and personal injury liability coverage, from an insurer reasonably acceptable to RHP, which shall include coverage against claims for any injury, death, or damage to persons or property occurring on, in, or about the SHM Easement Area with a combined single limit of not less than \$2,000,000 with respect to such Easement Area and SHM's use therein. RHP and its agents, contractors, and tenants shall be named as additional insured on such insurance policy. SHM shall furnish to RHP evidence of such insurance upon request by RHP.

3. The limits of insurance set forth in Section F may be increased from time to time, but not more frequently than once every five (5) years, by agreement of the Parties to reflect commercially reasonable amounts from time to time carried by prudent commercial property owners.

G. Notice. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is completed no later than 5:00 p.m. Eastern Time on a business day and the original also is sent via overnight courier or United States Mail on the next business day, whereby delivery is deemed to have occurred on the business day on which electronic transmission is completed.

|                                       |  |
|---------------------------------------|--|
| To RHP:                               | Rockland Harbor Park, LLC<br>7900 Miami Lakes Drive, West<br>Miami Lakes, FL 33016 |
| with a required copy via<br>email to: | <a href="mailto:smith@bayviewmanagement.net">smith@bayviewmanagement.net</a>       |
| To SHM:                               | SHM Rockland, LLC  |

c/o Safe Harbor Marinas  
14785 Preston Road, Suite 975  
Dallas, TX 75254  
Attn: Legal

with a required copy via email to: [notices@shmarinas.com](mailto:notices@shmarinas.com)

Any Party may change its address for purposes of this Section G by giving written notice as provided in this Section G. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section G.

H. Amendment. This Agreement may not be modified, amended, or terminated except in a writing signed by each Party.

I. Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

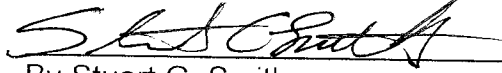
J. Easements And Obligations Run With The Land. The terms of this Agreement, including all obligations and rights of the Parties hereto, are intended to run with the ownership of Parcel 1 and Parcel 2. The acceptance of a deed or mortgage to either Parcel 1 or Parcel 2, or the entering into a lease or other occupancy of either Parcel, shall constitute an agreement that the terms of this Agreement are accepted and ratified by such grantee, mortgagee, tenant, or occupant.

K. No Joint Venture or Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between RHP and SHM, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Neither Party shall have the right to act as an agent for the other unless expressly authorized to do so herein.

[signature pages follow]

In **Witness Whereof**, Rockland Harbor Park, LLC has caused this instrument to be signed and sealed in its corporate name by Stuart G. Smith, its Manager duly authorized.

**ROCKLAND HARBOR PARK, LLC**



By Stuart G. Smith  
Its Manager

\_\_\_\_\_  
Witness

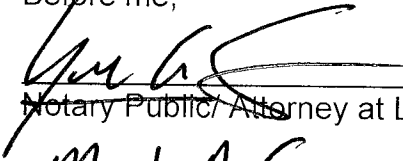
**STATE OF MAINE**

**COUNTY OF KNOX, ss:**

December 30, 2020

Personally appeared **Stuart G. Smith** and acknowledged the foregoing instrument by him signed to be his free act and deed in his said capacity and the free act and deed of Rockland Harbor Park, LLC.

Before me,



Notary Public/Attorney at Law

Mark A. Coursey  
Printed Name

In Witness Whereof, SHM Rockland, LLC has caused this instrument to be signed and sealed in its company name by Baxter Underwood, its CEO.

Kate Deas  
Witness

SHM ROCKLAND, LLC

[Signature]  
By: Baxter Underwood  
Its: CEO

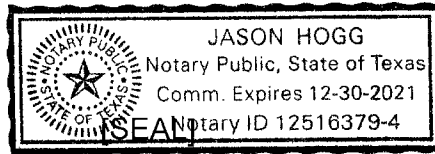
STATE OF TEXAS        )  
                                  ) ss.  
COUNTY OF DALLAS    )

On December 29, 2020 before me, Jason Hogg, personally appeared Baxter Underwood, the CEO of SHM ROCKLAND, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.

[Signature]  
Signature of Notary Public





**EXHIBIT A**

**PLAN**

See attached.

