



January 5, 2021

James Hayward, President
Heidi & Elisabeth Fisheries, LLC.
416 Beech Rd.
Eliot, ME 03903

Re: Right of Entry for Use of Space at Portsmouth Commercial Fish Pier ("PFP")

Dear Mr. Hayward:

On behalf of the Pease Development Authority, Division of Ports and Harbors ("PDA-DPH"), we hereby authorize Heidi & Elisabeth Fisheries, LLC. ("Heidi"), its employees, agents and business invitees to enter and use (subject to the terms and conditions set forth herein), 123 square feet of office space, 345 square feet of a refrigerated fish cooler, and 500 square feet of inside work area in a portion of the above-referenced Premises. This Right of Entry ("ROE") is granted for a period of one (1) year commencing on January 1, 2022. The ROE is issued at the sole risk of Heidi and for use as expressly set forth herein and for no other use without the written consent of the PDA-DPH. This ROE shall terminate at midnight on December 31, 2022, unless otherwise extended by agreement of Heidi and PDA-DPH.

Please note that the terms of this ROE are expressly subject to and conditioned upon the provisions of NH RSA 12-G, and the following:

Grantor:

Pease Development Authority, Division of Ports and Harbors

Grantee:

Heidi & Elisabeth Fisheries, LLC (Heidi)

Purpose:

Provide a location for Heidi to store equipment and prepare fresh fish for shipment.

Premises:

For and in consideration of the fees to be paid, and subject to the terms and conditions set forth herein, the Grantor agrees to permit Grantee the right to use 123 square feet of office

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space, 345 square feet of a refrigerated fish cooler, 500 square feet of an inside work area, and access through a common area, including rest rooms, at PFP, all as more specifically shown on the plan attached hereto and incorporated herein as Exhibit A. Grantee agrees that it will leave the Premises in a neat, clean and orderly condition and shall attend to its own trash removal in accordance with the operating guidelines provided from time to time by the Grantor.

Fees:

In consideration of the ROE granted, Grantee shall pay to the Grantor a monthly fee of \$880.00 commencing on January 1, 2022 and on or before the first day of each month thereafter during the term of this ROE. The fee shall be reviewed and negotiated prior to any extensions of the term. All payments shall be mailed or delivered to the offices of Pease Development Authority-Division of Ports and Harbors, 555 Market St., Portsmouth, NH 03801.

**Condition
of Premises:**

Grantee acknowledges that it has inspected the Premises and all improvements and other facilities thereon, and that it has determined that the said Premises are in apparent good and tenantable condition. Grantee accepts said Premises in its present condition and without any representation or warranty by the Grantor as to its condition or as to the use which may be made thereof and without obligation on the part of the Grantor, to make any alterations, repairs, improvements or additions. Further, the Grantor shall not be responsible for any latent or other defect not known by the Grantor or any change of condition in said Premises.

**Insurance and
Indemnification**

During the term of the ROE, Grantee shall, provide to the PDA satisfactory evidence of Protection and Indemnity ("P&I") insurance to a limit to be determined based upon the size of Heidi's vessel(s) and scope of boat owner's operation. The insurance will provide an endorsement for dockside liability covering piers, docks, gangways, rented premises, and employees of each vessel. Said policy will name the Division of Ports and Harbors, Pease Development Authority and the State of New Hampshire as additional insureds. Evidence of workers' compensation coverage to statutory limits. Each such policy or certificate therefor issued by the insurer shall contain: (i) a provision that no act or omission of any employee, officer or agent of Grantee which would otherwise result in forfeiture or reduction of the insurance therein provided shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained; (ii) an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days prior written notice by registered mail to Pease Development Authority; (iii) provide that the insurer shall have no right of subrogation against Pease Development Authority, the Division of Ports and Harbors and the State of New Hampshire; and (iv) a provision that any liability insurance

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coverage required to be carried shall be primary and non-contributing with respect to any insurance, self-insured or otherwise, carried by PDA.

Grantee agrees to indemnify, defend and hold harmless the Grantor and the State of New Hampshire from any and all claims, judgments, damages, penalties, fines, assessments, costs and expenses, liabilities and losses resulting or arising during the term of the ROE and any actions, demands and causes of actions caused by or resulting from: (i) any condition of the Premises, which condition first arises during the term of the ROE; (ii) from any breach or default on the part of Grantee in the performance of any covenant or agreement to be performed pursuant to the terms of the ROE, or from any act or omission of Grantee, or any of its agents, contractors, servants, employees, licensees or invitees; and (iii) from any accident, injury, death, loss or damage whatsoever caused to any person or property occurring during the term of the ROE or as the result of Grantee's exercise of the rights granted to it pursuant to the ROE.

**Maintenance
of Premises:**

Except as otherwise provided in this ROE, Grantor shall maintain in good and tenable condition the common areas of the Grantor property and the structural components and integrity of the building in which the office space is located.

Grantee covenants and agrees, throughout the term of this ROE, without cost to the Grantor, to take good care of the Premises and related improvements and to keep the same in good order and condition at all times.

Grantor shall, in no event, be responsible to Grantee for any condition of the Premises or the common areas caused by any act or negligence by Grantor or Grantee's representatives and invitees.

Term:

The initial term of the ROE shall be from January 1, 2022 and continuing until midnight on December 31, 2022, subject to four (4) one (1) year options to renew subject to the recommendation of the Division Director and the approval of the Executive Director. Grantee will notify the Division Director by November 1 of each year should it wish to exercise its option to extend the ROE.

Compliance:

In its use and occupation of the Premises and the conduct of its business thereon, Grantee, at its sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements, to the extent in each of the foregoing cases that such are applicable and have the force of law.

Taxes:

The Grantee agrees to hold the Grantor harmless with respect to taxes levied against the Premises subject to this ROE as a consequence of the application of RSA 72:23 I. The Grantee agrees to pay, in addition to other payments, all properly assessed real and personal property taxes against the Premises subject to this ROE in accordance with the provisions of RSA 72:23 I. In the event the Grantee shares a larger parcel of land with lessees or other parties, Grantee shall pay their duly assessed personal and real estate taxes when due. Nonpayment shall be cause to terminate said ROE by Grantor. The Grantee shall, in addition, reimburse Grantor for any taxes paid by it pursuant to RSA 72:23 I as a result of the failure of the Grantee to pay said taxes.

Additional Provisions:

Grantee agrees and accepts the following conditions to its use of the Premises:

1. The use, occupation and maintenance of the Premises shall be: (a) without cost or expense to the Grantor; (b) subject to the general supervision and approval of the Grantor and the State of New Hampshire; and (c) subject to such rules, regulations and operating procedures as the Grantor may prescribe from time to time.
2. Grantee agrees to comply with all Administrative Rules and Policies promulgated by the Grantor.
3. Grantee will maintain the floor drain to ensure proper drainage.
4. Grantee will share with the Grantor the cost of maintenance of the refrigeration system using a service provider approved by the Grantor.
5. Grantee will keep the Premises and the areas adjacent to the Premises clean and free from debris and trash.
6. Grantee agrees that equipment will be stored as to prevent obstruction of other activities and in a manner that is safe.
7. Grantee agrees that pallets will be stacked as to prevent obstruction of other activities and in a manner that is safe.
8. Grantee will use the hoist in accordance with the Hoist Safety Recommendations, as shown in Exhibit B.
9. Grantee agrees that only owners, captains and employees of Heidi will be allowed access to the Premises.


10. Grantee understands and acknowledges that this ROE allows only temporary use of the facilities. The use of the Premises shall be orderly and efficient, shall not constitute a nuisance and shall not cause disruption to other Grantor activities.
11. Grantee may cancel this ROE by giving the Grantor thirty (30) days' notice in writing.
12. Grantee agrees this ROE may be cancelled by Grantor giving thirty (30) days written notice of cancellation in the event of the failure of Grantee to perform, keep and observe any of the conditions of the ROE and the failure of the Grantee to correct the default or breach within the time specified by the Grantor. This ROE may be cancelled immediately by the Grantor in the event the Grantee fails to provide proof of insurance coverages or engages in any activity which is deemed to compromise public safety and health.
13. Grantee shall be responsible for routine cleaning of all areas of the Premises and equipment which is used in connection with its operations at PFP. Grantee shall be responsible for picking up all garbage and rubbish its operations generate and depositing same at a designated location where Grantor can dispose of it.
14. Grantor shall not be responsible for damages to property or injuries to persons which may arise from, or be attributable or incident to, the condition, state or repair of the Premises, the use and occupation thereof, damages to the property or injuries to the person of the Grantee's officers, agents, servants, employees, research associates, or others who may be on the Premises at their invitation or the invitation of any one of them.
15. Grantee agrees herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risks of loss or damage to property and bodily injury or death to persons by reason of, or incident to, its entry or the entry by any of its employees, agents, or contractors upon the Premises and/or the exercise of any of the authorities granted herein. Grantee expressly waives all claims against the State of New Hampshire and the Grantor for any such loss, damage, bodily injury or death caused by or occurring as a consequence of Grantee's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization.
16. Any actions or proceedings with respect to any matters arising under or growing out of this ROE shall be instituted and prosecuted only in courts located in the State of New Hampshire. Nothing contained in this ROE shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire, provided however, that Grantor agrees to waive immunity for contractual claims under this ROE to the extent permitted under NHRSA 491:8, as the same may be amended.
17. This RoE has been entered into in the State of New Hampshire and shall be interpreted under New Hampshire law.

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18. This RoE may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

If these terms and conditions are acceptable to you, please sign both copies of the ROE in the space provided and return them to for countersignature along with evidence of insurance as required prior to the commencement of any activities in connection with this ROE.

Sincerely,

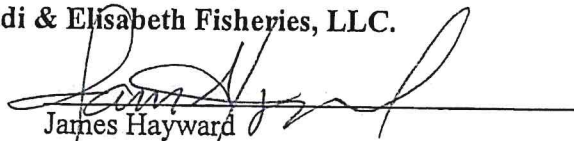


Paul E. Brean
Executive Director

I have read the foregoing and I hereby agree and accept terms and conditions of this Right of Entry.

Heidi & Elisabeth Fisheries, LLC.

By:



James Hayward

Its:

President

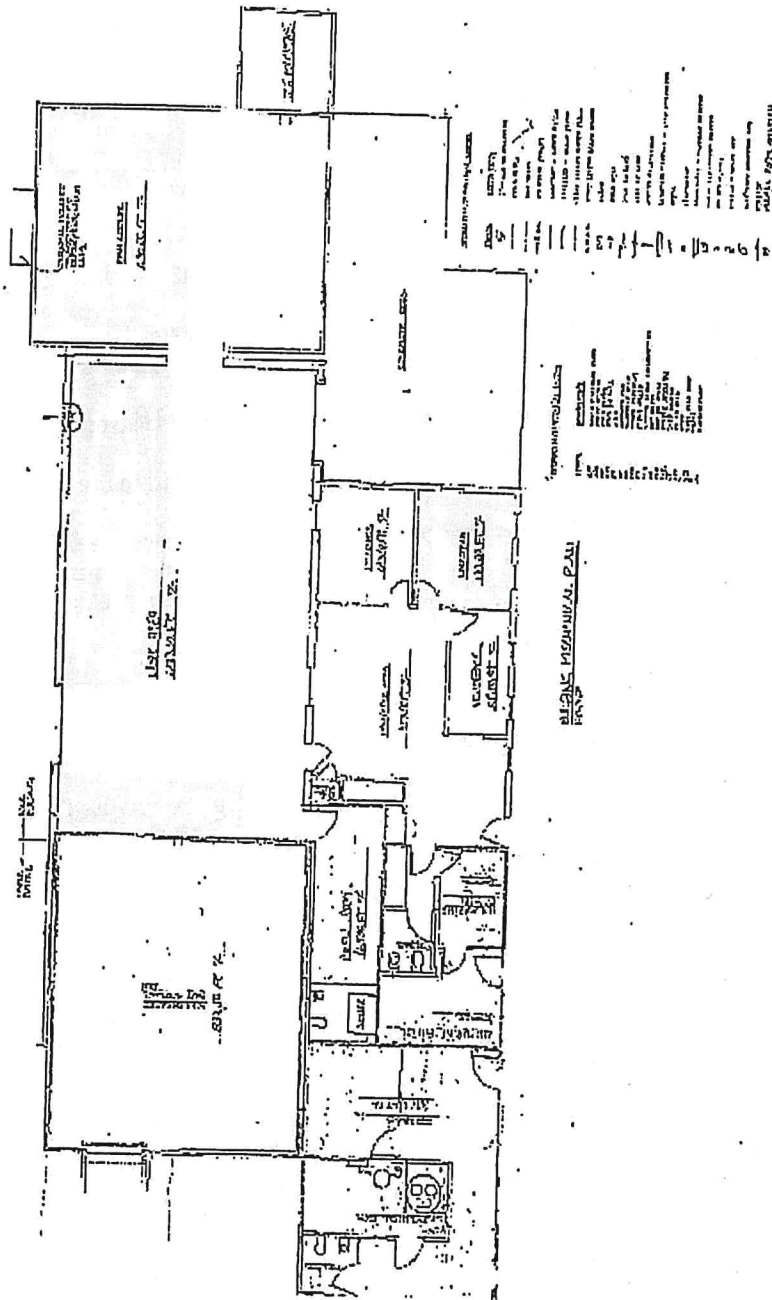
duly authorized

Date:

1/6/21, 2021

EXHIBIT A
 PREMISES

APPENDIX "B" AVAILABLE AREA





PEASE
INTERNATIONAL
PORTS AND HARBORS

Vessel Name HEIDI & ELISABETH

Location RYE HAMPTON PFP
(CIRCLE ALL APPLICABLE LOCATIONS)

555 Market Street, Suite 1 Portsmouth, NH 03801

SAFETY FIRST!!

January 1, 2021

Dear Commercial Pier User,

The following are excerpts from the OPERATING INSTRUCTIONS AND SAFETY PROCEDURES MANUAL for the electric chain hoists at the commercial piers at Portsmouth, Rye and Hampton Piers. Please read these basic SAFETY PROCEDURES and sign below that you understand the SAFETY PROCEDURES and agree that you and your crew will execute these basic SAFETY PROCEDURES when using the hoists.

- Before picking up a load, check to see that the hoist is **DIRECTLY OVERHEAD**.
- **WHEN APPLYING A LOAD, IT SHOULD BE DIRECTLY UNDER THE HOIST. AVOID OFF CENTER LOADING OF ANY KIND.**
- Take up a slack load chain carefully and start load easily to avoid shock and jerking of hoist load chain. If there is any evidence of overloading, immediately lower the load and remove the excess load.
- **DO NOT** allow the load to swing or twist while hoisting. **USE A TAG LINE** to control the load.
- **DO NOT** use the control handle and the control wire as a tag line.
- **DO NOT** allow the load to bear against the hook latch. Apply the load to the hook bowl or saddle **ONLY**.
- When preparing to lift a load, be sure that the attachments to the hook are firmly seated.
- Continue to lift **ONLY** after you are assured the load is free of all obstructions.
- **DO NOT** wrap the load chain around the load and hook onto itself as a choker chain.
- **DO NOT** load the hoist beyond the rated capacity.
- Stand clear of the load and avoid moving the load over the heads of other personnel. Warn personnel of your intentions to move a load in their area.
- **DO NOT** use the lift for lifting persons.
- **NEVER** operate the hoist when flammable materials or vapors are present. Electrical devices produce arcs or sparks that can cause fire or explosion.
- **STAY ALERT!** Watch what you are doing and use common sense. Do not use the hoist when you are tired, distracted or under the influence of drugs, alcohol or medication causing diminished control.
- Report any operating problems to the Port Authority immediately.

I have read and understand the OPERATING AND SAFETY INSTRUCTIONS as listed above, and agree to exercise all caution and safety practices when operating the electric chain hoists or any hoist at the commercial piers under the management of the Division of Ports and Harbors (Port Authority) and failure to comply with the OPERATING AND SAFETY INSTRUCTIONS may result in revocation of permits.

JAMES A. HAYWARD
PRINT NAME

HEIDI & ELISABETH FISHERIES
PRINT VESSEL NAME

Signature: [Handwritten Signature]

Date: 1/6/2021

Return in person to any Port Authority office, or by mail to:
NH Port Authority, 555 Market St. Portsmouth, NH 03801.

This notice must be on file with the NH Port Authority prior to using the hoists at the
Rye Harbor, Hampton Harbor and Portsmouth Commercial Fish Piers

○○○○ TAKING YOU THERE