

## William Kelly

---

**From:** Joanna B. Tourangeau <JTourangeau@dwmlaw.com>  
**Sent:** Thursday, January 21, 2021 12:39 PM  
**To:** 'Bill Kelly'  
**Subject:** Murray Dec. 2020 Order Denying Mabee/Grace MSJ  
**Attachments:** 20201218161534120.pdf

### Joanna B. Tourangeau

Attorney

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ATTORNEYS AT LAW

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STATE OF MAINE  
Waldo, ss

SUPERIOR COURT  
Civil Action  
Docket No. RE-2019-0018

Jeffrey R. Mabee,

Judith B. Grace, et al.

Plaintiffs,

v.

Nordic Aquafarms, Inc., et al.

Defendants,

and

Upstream Watch, et al.,

Parties in Interest.

**ORDER DENYING PLAINTIFFS'  
MOTION FOR PARTIAL SUMMARY  
JUDGMENT**

Plaintiffs Jeffrey Mabee, Judith Grace, and The Friends of Harriet L. Hartley Conservation Area move again for partial summary judgment pursuant to M.R. Civ. P. 56 regarding the location of the waterside boundary of defendants Janet Eckrote and Richard Eckrote's real estate in Belfast, Maine. The Eckrotes and defendant Nordic Aquafarms oppose the motion. The court has reviewed the parties' arguments, Rule 56(h) statements and attached exhibits, and the applicable law. As explained in the following paragraphs, the court denies the Plaintiffs' motion because genuine dispute of material fact persist.

**Standard of Review**

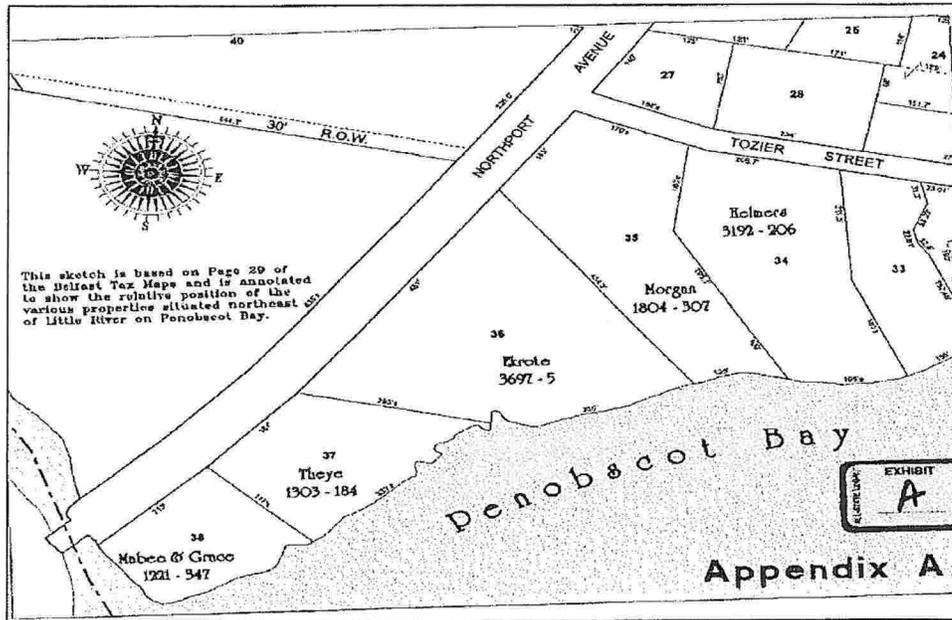
The court will grant summary judgment to a moving party where "there is no genuine issue as to any material fact" and the moving party "is entitled to judgment

as a matter of law.” M.R. Civ. P. 56(c). “A material fact is one that can affect the outcome of the case.” *Lougee Conservancy v. City Mortgage, Inc.*, 2012 ME 103, ¶ 11, 48 A.3d 774. A genuine issue exists “when there is sufficient evidence for a fact-finder to choose between competing versions of the fact.” *Lougee Conservancy*, 2012 ME 103, ¶ 11, 48 A.3d 774. Where it is the plaintiff who has moved for summary judgment, “the plaintiff has the burden to demonstrate that each element of its claim is established without dispute as to material fact within the summary judgment record.” *Cach, LLC v. Kulas*, 2011 ME 70, ¶ 8, 21 A.3d 1015. When reviewing the summary judgment record, the court views the facts in the light most favorable to the non-moving party. *Cormier v. Genesis Healthcare LLC*, 2015 ME 161, ¶ 7, 129 A.3d 944. “Any doubt on this score will be resolved against the movant, and the opposing party will be given the benefit of any inferences which might reasonably be drawn from the evidence.” 3 Harvey & Merritt, *Maine Civil Practice* § 56:6 at 240 (3d, 2018-2019 ed.)

### **Plaintiffs’ Renewed Motion for Summary Judgment**

This lawsuit concerns the rightful ownership of a strip of intertidal land along the Penobscot Bay in Belfast, Maine. The Eckrotes property is identified as Lot 36 on the local Belfast Tax Map 29. The disputed land lies along the waterside boundary of the Eckrote’s property in Belfast between the high water mark and low water mark of Penobscot Bay; the court will refer to this disputed land using the term “intertidal

flats” or the “shore.”<sup>1</sup> The court has provided a rough sketch of the Eckrotes’ property and the surrounding area as shown on Belfast Tax Map 29 to orient the reader.



(Richards, Aff. at Ex. A., sworn August 26, 2020) In this lawsuit, Plaintiffs claim that they own the disputed section of the shore in fee simple and seek a declaratory judgment under 14 M.R.S. § 5951-5963 pronouncing their title to this land and a judgment quieting title under 14 M.R.S. §§ 6651-6663. (Pl.’s Second Amended Compl. 2, 26-27.) Plaintiffs also seek an injunction to prohibit the Eckrotes, Nordic Aquafarms, the heirs of Genevieve Hargrave, and the heirs of Harriet Hartley from claiming rights over the disputed shore. (*Id.*) Plaintiffs seek other injunctive relief as

<sup>1</sup> The “beach’ and ‘shore . . . are treated synonymously and refer to the ‘land lying between the lines of the high water and low water over which the tide ebbs and flows.’ The ‘beach,’ ‘shore,’ and ‘intertidal zone’ all have their landward boundary at the high-water line. However, unlike the ‘intertidal zone’ . . . all have their landward boundary at the high-water line. However, unlike the ‘intertidal zone,’ the most seaward boundary of the beach is the mean low watermark; it does not include the alternative ‘100 rods’ measurement element of the intertidal zone . . . [This area] is also often referred to as the tidal flats or wet sand.” *Almeder v. Town of Kennebunkport*, 2019 ME 151, ¶ 8 & n.7, 217 A.3d 1111 (internal citations omitted).

well, including an injunction to prohibit Nordic Aquafarms from leasing and using this land. (*Id.*)

This boundary dispute turns upon the property description in a 1946 deed from Harriet L. Hartley to Fred R. Poor, one of the Eckrotes' predecessors in title. The description of the lot's waterside boundary in the 1946 deed calls that the lot conveyed is "to an iron bolt in the mouth of a brook; thence Easterly and Northeasterly along high water mark of Penobscot Bay for 410 feet more or less to a stake at the outlet of a gully. . ." (Richards Aff. ¶ 4). A subsequent deed in 1971 conveying the land from Frederick R. Poor to William O. and Phyllis J. Poor includes the call "to a point in the mouth of a brook; thence easterly and northeasterly along high-water mark of Penobscot Bay four hundred ten (410) feet, more or less, to a point at the outlet of a gully . . ." (WALDO-RE-19-0018, Order on Plaintiffs' Motions for Summary Judgment, at pg. 5, June 4, 2020.) A 1991 deed from William O. Poor to Phyllis J. Poor similarly calls "to a point in the mouth of a brook; thence easterly and northeasterly along high-water mark of Penobscot Bay four hundred ten (410) feet, more or less, to a point at the outlet of a gully." (*Id.*) Then the 2012 deed conveying the property from the Estate of Phyllis J. Poor to defendants Richard and Janet Eckrote calls "to the high-water mark of Penobscot Bay," but then, unlike the other deeds, describes the property by calling "along said Bay . . ." (*Id.*) The proper boundaries of the Eckrotes' property and hence the relief Plaintiffs seek, turn on the description of the land conveyed in the 1946 deed, as a grantee cannot obtain more land due to a deed description that conveys land in excess of what was originally conveyed to the grantor in the chain of

title. See *Eaton v. Town of Wells*, 2000 ME 176, ¶ 19, 760 A.2d 232 (“a person can convey only what is conveyed to them”).

The distinction between the 2012 deed’s call “along said Bay” and the calls in the 1946, 1971, and 1991 deeds “along high water mark of Penobscot bay” is crucial; as are the exact locations on the face of the earth of the boundary points “iron bolt in the mouth of a brook” and “stake at the outlet of a gully” called by the deeds, as these calls impact the operation of certain property law rules concerning the ownership of intertidal flats when the grantee owns upland oceanfront property. Before discussing those rules and Plaintiffs’ new motion for summary judgment, it is important to reiterate the ordinary legal principles that govern interpretation of deeds in boundary dispute cases.

“The first step in any analysis of the language in a deed is to give words their general and ordinary meaning to see if they create any ambiguity. If the words create no doubt, the deed is clear and unambiguous.” *Bennett v. Tracy*, 1999 ME 165, ¶ 7, 740 A.2d 571. A court construing the language of a deed . . . must first attempt to construe the language . . . by looking only within the four corners of the instrument.” *N. Sebago Shores, LLC v. Mazzaglia*, 2007 ME 81, ¶ 13, 926 A.2d 728 (citation and quotation marks omitted).

If the language of the deed is ambiguous, a court may consider extrinsic evidence to determine the intent of the parties, including the circumstances existing at the time of the making of the deed or the contemporaneous construction of the deed by the grantee or grantor. In the absence of extrinsic evidence, the intent of the parties should be ascertained by resort to the rules of construction of deeds, such as the familiar rule that boundaries are established in descending order of control by monuments, courses, distances and quantity.

*Almeder v. Town of Kennebunkport*, 2019 ME 151, ¶ 26, 217 A.3d 1111 (citations and quotations omitted).

When adjudicating a boundary dispute regarding ownership of intertidal property, the court must also apply a set of rules which have arisen from the Colonial Ordinance of 1641, and which were outlined by the Law Court's opinion in *Almeder*. The Colonial Ordinance provides that "the owner of upland oceanfront property presumptively owns to the low water mark. . ." *Almeder*, 2019 ME 151, ¶ 37, 217 A.3d 1111. However, "[b]ecause the beach may be conveyed separately from the upland, an owner only benefits from this presumption where a grant of property specifically includes a call to the water." *Id.* The rule "applies only in cases where the grantor, seised of the upland and flats, in conveying his land, bounds the land sold on the sea or salt water, or describes other boundaries of equivalent meaning, without any reservation of the flats." *Id.* (quotation omitted). "Terms such as 'Atlantic Ocean,' 'ocean,' 'cove,' 'sea,' or 'river' are calls to the water that trigger the presumption." *Id.* However, language that limits a grant "to" or "by" the "shore, beach, bank, or seashore may defeat the presumption." *Id.*; see also *Sinford v. Watts*, 123 Me. 230, 232 (Me. 1923) ("the owner of upland adjoining tide-water prima facie owns to low-water mark . . . unless the presumption is rebutted by proof to the contrary"). Accordingly, after the court determines what the boundaries of the upland property are, the court must then determine whether the Colonial Ordinance of 1641 operates to provide the property owner with ownership of the adjoining intertidal flats.

Two other interpretative rules have been developed by the courts in cases regarding the Colonial Ordinance presumption to assist with determining whether a grantor intended to sever the tidal flats from upland property in a deed. The first, is “the rule that where the two ends of a line by the shore are at high water mark, in the absence of other calls or circumstances showing a contrary intention, the boundary will be construed as excluding the shore.” *Whitmore v. Brown*, 100 Me. 410, 415, 61 A. 985 (1905). The second is that “if one of the termini of the boundary by the shore is at low water mark, and the other, according to the technical construction of the call in the deed, is at high-water mark, the shore will be regarded as included in the conveyance, because of the strong presumption, under these circumstances, that such was the intention of the grantor.” *Dunton v. Parker*, 97 Me. 461, 469 (1903).

Plaintiffs have previously moved for summary judgment on the issue of the Eckrotes’ waterside boundary and the court denied that motion in an order dated June 4, 2020. In its order on the first motion, the court concluded that it could not determine where the waterside boundary of the Eckrotes’ property lies at summary judgment because the exact locations of the two calls in the 1946 deed from Harriet L. Hartley to Fred R. Poor connecting each side of the waterside boundary were not set forth in the Plaintiffs’ statement of material facts and thus, the locations remained uncertain. The material facts regarding the location of the waterside boundary points remaining uncertain and disputed, the court denied Plaintiffs’ motion.

In this renewed motion for partial summary judgment, Plaintiffs seek a declaration “that: (i) the 1946 Hartley-to-Poor deed (WCRD Book 452, Page 205) severed the upland from the flats; and (ii) the Eckrotes’ waterside boundary terminates at the high water mark and includes no ownership of the intertidal land on which the Eckrotes’ lot fronts.” (Mot. Summ. J. 3-4.) The description of the property boundaries in the 1946 Hartley to Poor deed is provided below:

A certain lot or parcel of land situated in Belfast in the County of Waldo and State of Maine, bounded and described as follows, vis: Beginning at the head of a gully in the center of a concrete culvert which is on or near the southerly bound of the Atlantic Highway; thence Southeasterly following the bottom of the gully 275 ft. more or less to an iron bolt in the mouth of a brook; thence Easterly and Northeasterly along high water mark of Penobscot Bay 410 ft. more or less to a stake at the outlet of a gully; thence northeasterly up the bottom of the gully 100 ft.; thence West 507 feet to the center of a gully on or near the southerly bound of the Atlantic Highway; thence Westerly along the southerly bound of said highway, 206 feet to the point of beginning.

(Richards Aff. ¶ 4.) Both parties have employed expert surveyors and presented a significant amount of information pertaining to the location of the two waterside boundary calls, the iron bolt “in the mouth of a brook” and “stake at the outlet of a gully”, in the form of affidavits from their respective surveyors as well as other evidence.

Plaintiffs’ expert, surveyor Donald R. Richards P.L.S., conducted a survey of the Eckrotes’ property boundaries and provided an affidavit and survey plan presenting the results of his survey. (Pl.’s S.M.F. ¶ 2-4.) Mr. Richards began his survey from the southwesterly corner of the Eckrotes’ property at U.S. Route One at a rebar pin set by another surveying company Good Deeds in 2012 at the head of the gully. (*Id.* ¶¶ 10-11.) Mr. Richards states that he then proceeded along the gully for

275 feet, more or less, until he reached the mouth of the brook. (*Id.* ¶¶ 11-13.) Mr. Richards searched in the mouth of the brook but could not find the iron bolt referenced in the deed. (*Id.* ¶ 15.) Mr. Richards states that in the area he located a capped rebar pin placed by Good Deeds “set along the gully near the mouth of the brook and the high-water mark of Penobscot Bay.” (*Id.* ¶ 16.) Mr. Richards and Plaintiffs assert that this capped rebar pin near the mouth of the brook correctly marks the boundary point called for in the 1946 deed and that this boundary point is at the high-water mark of Penobscot Bay. (*Id.* ¶¶ 16-17.)

Mr. Richards states that he then proceeded about 410 feet east along the high-water mark of the Bay until he found “two iron stakes lying on the ground at the approximate high-water mark and at a northern gully.” (*Id.* ¶ 20.) Plaintiffs and their expert assert that the two iron stakes mark the second boundary point, the “stake at the outlet of a gully”, called for by the 1946 deed. (*Id.* ¶ 21.) Richards placed his own capped rebar pin at this location and avers that this pin is at the high-water mark of the Bay. (*Id.* ¶ 22.) Plaintiffs assert that Richards’ expert opinion as to the location of the two waterside boundaries is harmonious with the other calls of the 1946 deed and that this evidence indisputably establishes that the Eckrotes’ waterside boundary terminates at the high water mark and thus, according to the rules arising from the Colonial Ordinance of 1617 and other applicable law, the Eckrotes do not own the intertidal flats. (*Id.* ¶ 23; Mot. Summ. J. 11-19.)

Defendants expert surveyor, James Dorsky P.L.S., does not agree with Mr. Richards’ opinion as to the Eckrotes’ property boundary. Mr. Dorsky, who was also

unable to find the “iron bolt in the mouth of brook” referenced in the deed, disagrees with Mr. Richards’ opinion that the capped rebar pin placed near the mouth of the brook by Good Deeds accurately marks the point called for in the 1946 deed. (Opp. S.M.F. ¶¶ 16-19; Def.’s S.A.F. ¶ 39.) Mr. Dorsky also disagrees with Mr. Richards’ opinion on the location of the opposite waterside boundary point (i.e. the location referred to by the deed’s call to “a stake at the outlet of a gully”). (Opp. S.M.F. ¶ 20-23.) Mr. Dorsky disagrees with Mr. Richards that there is any gully at all 410 feet from the mouth of the brook along the high water mark and thus also disagrees that the length of the Eckrotes’ waterside boundary is 410 feet. (*Id.*) In Mr. Dorsky’s opinion, the gully referenced in the deed is about 560 feet from the mouth of the brook when measured along the Bay’s high-water mark. (*Id.* ¶ 20.) Thus, Mr. Dorsky believes that the two stakes Mr. Richards found lying on the ground do not represent the terminus of that side of the Eckrotes’ lot because there is no gully at that location and also opines that “there was no way to tell if [the stake(s)] was anywhere near its original position.” (Opp. S.M.F. ¶¶ 20-23.)

Plaintiffs attack Mr. Dorsky’s September 24, 2020 affidavit on the basis that it is offered in bad faith and therefore, should not be considered pursuant to M.R. Civ. P. 56(g); however, based on the summary judgment record, the court does not agree with this conclusion. Furthermore, the summary judgment record establishes that Mr. Dorsky as well as Mr. Richards are experts in the area of surveying and are qualified to offer their expert opinion on the location of the monuments, courses, and distances called for in the 1946 deed.

## William Kelly

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**From:** Brenda Chandler <brenda.chandler@nordicaquafarms.com>  
**Sent:** Wednesday, January 27, 2021 5:20 PM  
**To:** Joanna B. Tourangeau; Hamilton, Andy; Bill Kelly  
**Cc:** Reinhart, Sarah  
**Subject:** RE: Extension Agreement

**Sensitivity:** Private

Erik has gone.

Can the new City block be added to a separate page and we cross out the existing block shared on Erik's page?

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**From:** Joanna B. Tourangeau <JTourangeau@dwmlaw.com>  
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**To:** Hamilton, Andy <ahamilton@eatonpeabody.com>; Bill Kelly <bkelly11@bluestreakme.com>  
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I've added Bill here as we just connected. Could the clause "subject to City Council ratification" please be added to the language preceding the City Manager signature block?

Bill, please circulate the signature and ratification when available Monday.

Thank you.

Sent from my iPhone

On Jan 27, 2021, at 5:09 PM, Hamilton, Andy <[ahamilton@eatonpeabody.com](mailto:ahamilton@eatonpeabody.com)> wrote:

Sarah—

Just spoke with Bill Kelly apparently following his conversation with Joanna...

Can you or Brenda or Joanna create separate signature pages for Erik and for Erin Herbig so that if there are any tweaks that need to be made to the signature block for the City, that can happen without affecting Erik's signature page since he needs to sign tonight or tomorrow?

Kind regards,

Andy

**P. Andrew Hamilton**

Eaton Peabody

P.O. Box 1210

80 Exchange Street

Bangor, ME 04402-1210

Direct Dial: 207.992.4332

Mobile: 207.951.7480

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**Sent:** Thursday, January 28, 2021 9:32 AM  
**To:** Reinhart, Sarah; Bill Kelly  
**Cc:** Joanna B. Tourangeau; Hamilton, Andy  
**Subject:** RE: Extension Agreement  
**Attachments:** 3rd Amendment to Evaluation Agreement and Options and Purchase Agreement - NAF Executed January 27 2021.pdf

**Sensitivity:** Private

Good morning all,  
Here is NAF's executed copy.

Thanks,  
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---

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**THIRD AMENDMENT TO EVALUATION  
AGREEMENT AND OPTIONS AND  
PURCHASE AGREEMENT**

WHEREAS, BELFAST WATER DISTRICT (the "Seller"), NORDIC AQUAFARMS, INC. ("NAF") and the CITY OF BELFAST (the "City") entered into an Options and Purchase Agreement dated January 30, 2018 (the "Options Agreement") for certain property located in Belfast and Northport, Waldo County, Maine;

WHEREAS, pursuant to the Evaluation Agreement between the parties dated January 30, 2018 (the "Evaluation Agreement"), Seller and NAF were granted certain rights to perform due diligence each deemed necessary or desirable;

WHEREAS, the parties entered into an Amendment to the Options Agreement and the Evaluation Agreement dated April 15, 2019 (the "First Amendment") to extend the Premises Option to grant NAF further time to obtain its Governmental Approvals from all Governmental Authorities it deemed necessary or desirable for the Project, and NAF exercised its extensions thereunder to July 30, 2020;

WHEREAS, the parties entered into a Second Amendment to Evaluation Agreement and Options Agreement dated June 29, 2020 (the "Second Amendment") to (1) extend the Premises Option to grant NAF the right to again extend the term in order to obtain final, unappealable Governmental Approvals, and (2) grant BWD an extension of the BWD Period and NAF an extension of the NAF Period, each in the Evaluation Agreement, in order for each to complete its due diligence;

WHEREAS, the parties would like to grant NAF the right to extend the Premises Option term again in order to obtain final, unappealable Governmental Approvals; and

WHEREAS, the parties would like to grant BWD a further extension of the BWD Period in order for it to complete its due diligence on, and the affordability of, a Replacement Site and NAF a further extension of the NAF Period in order for it to complete other certain due diligence;

NOW THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained herein, the parties agree as follows:

1. The term of the Premises Option, BWD Period and NAF Period are each hereby extended for one (1) successive thirty (30) day term to March 2, 2021.

2. Thereafter, if mutually agreeable to NAF and BWD, both parties shall have the right to extend the term of the Premises Option, BWD Period or NAF Period, as applicable, for the reasons set forth above for one (1) additional successive fifty-nine (59) day term to April 30, 2021. The party desiring to extend its term shall give written notice of such desire to the other party on or February 26, 2021, and the other party shall have until March 1, 2021 to give notice of

its agreement or disagreement. If the parties mutually agree to one or either extension request, then the applicable term shall be deemed extended without need for a further writing. If the parties disagree, there shall be no extension and closing on the transaction pursuant to the Premises Option shall occur on or before May 13, 2021.

This Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. For purposes of this Third Amendment, a facsimile signature shall be deemed an original.

Except as so amended hereby, the Options Agreement, Evaluation Agreement, First Amendment and Second Amendment are unchanged and the Options Agreement and Evaluation Agreement, as so amended, are hereby ratified and confirmed. Capitalized terms used and not defined herein shall have the meaning ascribed to such term in the Options Agreement and Evaluation Agreement, as applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as an instrument under seal as of the day(s) and year written below.

Date: January \_\_, 2021

SELLER:  
BELFAST WATER DISTRICT

By: \_\_\_\_\_  
Keith Pooler, Superintendent  
Hereunto Duly Authorized

*[remainder of page intentionally left blank]*

## William Kelly

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**Sent:** Thursday, January 28, 2021 2:36 PM  
**To:** 'Brenda Chandler'; Reinhart, Sarah; Bill Kelly  
**Cc:** Hamilton, Andy  
**Subject:** RE: Extension Agreement

**Sensitivity:** Private

Please circulate the signatures of Superintendent Pooler and City Manager Herbig as soon as possible. Thank you all for your prompt and efficient work on this- it is much appreciated.

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**Subject:** Re: Extension Agreement

**Sensitivity:** Private

I've added Bill here as we just connected. Could the clause "subject to City Council ratification" please be added to the language preceding the City Manager signature block?

Bill, please circulate the signature and ratification when available Monday.

Thank you.

Sent from my iPhone

On Jan 27, 2021, at 5:09 PM, Hamilton, Andy <[ahamilton@eatonpeabody.com](mailto:ahamilton@eatonpeabody.com)> wrote:

Sarah—

Just spoke with Bill Kelly apparently following his conversation with Joanna...

Can you or Brenda or Joanna create separate signature pages for Erik and for Erin Herbig so that if there are any tweaks that need to be made to the signature block for the City, that can happen without affecting Erik's signature page since he needs to sign tonight or tomorrow?

Kind regards,

Andy

**P. Andrew Hamilton**

Eaton Peabody

P.O. Box 1210

80 Exchange Street

Bangor, ME 04402-1210

Direct Dial: 207.992.4332

Mobile: 207.951.7480

Fax: 207.942.3040

[Professional Profile](#) | [Website](#)

<image005.png>

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<image006.png>

## William Kelly

---

**From:** Joanna B. Tourangeau <JTourangeau@dwmlaw.com>  
**Sent:** Wednesday, February 17, 2021 12:02 PM  
**To:** 'David Losee'; Wayne Marshall; 'kjpg@frrlegal.com'; Peter Nesin; Mike Nickerson; Dougail2@roadrunner.com; lbaker1946@hotmail.com; William Kelly; Declan O'Connor; Amy Grant; Ed Cotter  
**Cc:** Bub Fournier; Jon Boynton; Erica Nealley  
**Subject:** RE: Feb 12 Letter from Nordic - ZBA Appeal

Nordic objects and moves to strike this alleged "response." Counsel for Upstream Watch improperly testifies directly to the ZBA under the guise of a procedural motion. This is entirely improper, impermissible and must be stricken.

---

**From:** David Losee <David@loseelaw.com>  
**Sent:** Wednesday, February 17, 2021 11:56 AM  
**To:** Wayne Marshall <wmarshall@cityofbelfast.org>; 'kjpg@frrlegal.com' <kjpg@frrlegal.com>; Peter Nesin <peternesinoptician@ne.twcbc.com>; Mike Nickerson <mike@nickersonpa.com>; Dougail2@roadrunner.com; lbaker1946@hotmail.com; William Kelly <bkelly11@bluestreakme.com>; Declan O'Connor <decoslbath@gmail.com>; Amy Grant <agrants7108@gmail.com>; Joanna B. Tourangeau <JTourangeau@dwmlaw.com>; Ed Cotter <ec@nordicaquafarms.com>  
**Cc:** Bub Fournier <directorplanning@cityofbelfast.org>; Jon Boynton <jboynton@cityofbelfast.org>; Erica Nealley <planningandcodes@cityofbelfast.org>; Joanna B. Tourangeau <JTourangeau@dwmlaw.com>  
**Subject:** RE: Feb 12 Letter from Nordic - ZBA Appeal

Response to Letter from Nordic's counsel dated 2/12/21.

---

**From:** Wayne Marshall <wmarshall@cityofbelfast.org>  
**Sent:** Tuesday, February 16, 2021 3:21 PM  
**To:** 'kjpg@frrlegal.com' <kjpg@frrlegal.com>; Peter Nesin <peternesinoptician@ne.twcbc.com>; Mike Nickerson <mike@nickersonpa.com>; Dougail2@roadrunner.com; lbaker1946@hotmail.com; William Kelly <bkelly11@bluestreakme.com>; Declan O'Connor <decoslbath@gmail.com>; David Losee <David@loseelaw.com>; Amy Grant <agrants7108@gmail.com>; Joanna B. Tourangeau <JTourangeau@dwmlaw.com>; Ed Cotter <ec@nordicaquafarms.com>  
**Cc:** Bub Fournier <directorplanning@cityofbelfast.org>; Jon Boynton <jboynton@cityofbelfast.org>; Erica Nealley <planningandcodes@cityofbelfast.org>  
**Subject:** Feb 12 Letter from Nordic - ZBA Appeal

To All

Attached is a letter dated February 12 from Joanna Tourangeau, Drummond & Woodsum, Attorney for Nordic Aquafarms, regarding the upcoming Upstream Watch appeal.

I similarly will email all Board members and other parties to the appeal any information that is submitted regarding the appeal between now and the time of the ZBA meeting.

Wayne  
Wayne Marshall

## William Kelly

---

**From:** Joanna B. Tourangeau <JTourangeau@dwmlaw.com>  
**Sent:** Thursday, February 18, 2021 12:23 PM  
**To:** 'William Kelly'  
**Subject:** RE: City Signature

Just checking on Council ratification of Ms. Herbig's signature. Thanks-

-----Original Message-----

**From:** William Kelly <bkelly11@bluestreakme.com>  
**Sent:** Thursday, February 11, 2021 9:21 AM  
**To:** Joanna B. Tourangeau <JTourangeau@dwmlaw.com>  
**Subject:** RE: City Signature

Thanks. I will remind the City Manager.

Bill

-----Original Message-----

**From:** Joanna B. Tourangeau <JTourangeau@dwmlaw.com>  
**Sent:** Wednesday, February 10, 2021 8:56 AM  
**To:** Bill Kelly <bkelly11@bluestreakme.com>; David M. Kallin <DKallin@dwmlaw.com>  
**Subject:** City Signature

Morning Bill:

Did the Council ratify City Manager execution of the extension? We are pulling together language for the extended agreement for late this week/early next and hoping you might have time to discuss before circulation?

Thank you-  
Joanna

Sent from my iPhone

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## William Kelly

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**From:** Joanna B. Tourangeau <JTourangeau@dwmlaw.com>  
**Sent:** Thursday, February 18, 2021 12:43 PM  
**To:** 'William Kelly'  
**Subject:** RE: City Signature

THANK YOU!

-----Original Message-----

**From:** William Kelly <bkelly11@bluestreakme.com>  
**Sent:** Thursday, February 18, 2021 12:42 PM  
**To:** Joanna B. Tourangeau <JTourangeau@dwmlaw.com>  
**Subject:** RE: City Signature

Joanna

It was approved as part of the Consent Agenda this last Tuesday by a 5-0 vote on the Motion.

Bill

-----Original Message-----

**From:** Joanna B. Tourangeau <JTourangeau@dwmlaw.com>  
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**Subject:** City Signature

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[https://us3.proofpointessentials.com/index01.php?mod\\_id=11&mod\\_option=logitem&mail\\_id=1613670117-riOvdZMSdf\\_w&r\\_address=jtourangeau%40dwmlaw.com&report=1](https://us3.proofpointessentials.com/index01.php?mod_id=11&mod_option=logitem&mail_id=1613670117-riOvdZMSdf_w&r_address=jtourangeau%40dwmlaw.com&report=1)

**FOURTH AMENDMENT TO EVALUATION  
AGREEMENT AND OPTIONS AND  
PURCHASE AGREEMENT**

This Fourth Amendment to Evaluation and Options and Purchase Agreement (the "Amendment") is made this \_\_ day of March, 2021.

WHEREAS, **BELFAST WATER DISTRICT** (the "Seller" or "BWD"), **NORDIC AQUAFARMS, INC.** ("NAF") and the **CITY OF BELFAST** (the "City") entered into an Options and Purchase Agreement dated January 30, 2018 (the "Options Agreement") for certain property located in Belfast and Northport, Waldo County, Maine;

WHEREAS, pursuant to the Evaluation Agreement between the parties dated January 30, 2018, as amended by an Amendment to Evaluation Agreement dated May 23, 2018 and the First Amendment, Second Amendment and Third Amendment defined below, (the "Evaluation Agreement"), Seller and NAF were granted certain rights to perform due diligence each deemed necessary or desirable;

WHEREAS, the parties entered into an Amendment to the Options Agreement and the Evaluation Agreement dated April 15, 2019 (the "First Amendment") to extend the Premises Option to grant NAF further time to obtain its Governmental Approvals from all Governmental Authorities it deemed necessary or desirable for the Project, and NAF exercised its extensions thereunder to July 30, 2020;

WHEREAS, the parties entered into a Second Amendment to Evaluation Agreement and Options Agreement dated June 29, 2020 (the "Second Amendment") to (1) extend the Premises Option to grant NAF the right to again extend the term in order to obtain final, unappealable Governmental Approvals, and (2) grant BWD an extension of the BWD Period and NAF an extension of the NAF Period each in the Evaluation Agreement in order for each to complete due diligence;

WHEREAS, the parties entered into a Third Amendment to Evaluation Agreement and Options Agreement dated January 28, 2021 (the "Third Amendment" and, together with the Options Agreement, the First Amendment, the Second Amendment and this Amendment, the "Acquisition Agreement") to allow for extension of the Premises Option to grant NAF the right to again extend the term in order to obtain final, unappealable Governmental Approvals, BWD extension of the BWD Period and NAF extension of the NAF Period, each as defined in the Evaluation Agreement, in order for each to complete due diligence and, for BWD, the affordability of a Replacement Site;

WHEREAS, pursuant to the Third Amendment, by mutual agreement to NAF's request of February 26, 2021, the period in which NAF may exercise the Premises Option was extended to April 30, 2021 while the NAF Period and the BWD Period expired on March 2, 2021;

WHEREAS, the Evaluation Agreement, Acquisition Agreement and Water Supply

and Purchase Agreement dated January 29, 2018 (collectively the “Project Agreements”) provide significant public benefit to the City and the BWD, including but not limited to direct financial benefit, significant waterfront public property and public access, and broader economic development benefits stemming from the Project;

WHEREAS, the Governmental Approvals obtained for the Project include The Bureau of Parks and Lands approval for NAF to acquire Submerged Lands Lease No. 2141-L-49 for a forty foot wide corridor of submerged lands, and Submerged Lands Dredging Lease No. 05-22DL to accommodate the seawater intake and discharge pipes necessary or desirable for the Project (NAF’s “Submerged Lands Leases”);

WHEREAS, NAF contracted for the option to acquire easement rights connecting the Realty to the Submerged Lands Leases as described in that certain Easement Purchase and Sale Agreement by and between NAF and Richard and Janet Eckrote dated August 6, 2018, as amended (the “Eckrote P&S”);

WHEREAS, subsequent to the Eckrote P&S and NAF’s application to the Bureau of Parks and Lands as part of its Governmental Approvals, alleged title defects have been raised stemming from language in a certain warranty deed dated from Harriet L. Hartley to Fred R. Poor dated January 25, 1946 and recorded at Waldo County Registry of Deeds Book 452, Page 205, including (i) language in that deed that the “lot or parcel of land herein described is conveyed to Fred R. Poor with the understanding it is to be used for residential purposes only, that no business for profit is to be conducted there unless agreed to by Harriet L. Hartley, her heirs or assigns” that it is alleged could interfere with the rights described in the Eckrote P&S; and (ii) a waterfront call in that deed that reads “thence Easterly and Northeasterly along high water mark of Penobscot Bay 410 ft. more or less to a stake at the outlet of a gully,” that has been alleged create a title defect in the Eckrote’s rights in the intertidal zone described in the Eckrote P&S (together, the “Alleged Title Defects”);

WHEREAS, land currently owned by BWD that is the subject of the Acquisition Agreement and the Evaluation Agreement was conveyed to the BWD by warranty deed from that same Harriet L. Hartley dated August 25, 1950 and recorded at Waldo County Registry of Deeds Book 474, Page 322;

WHEREAS, the Alleged Title Defects are contested and the subject of current litigation in the Waldo County Superior Court under docket # RE-2019-18;

WHEREAS, the parties would like to clear [A1][A2]the Alleged Title Defects in order to facilitate acquisition of Necessary Project Rights (hereinafter defined) on or before the Closing Date as more specifically described below;

WHEREAS, the transactions contemplated in the Project Agreements will produce several direct and indirect benefits to the BWD and its ratepayers including direct benefits to the BWD allowing it to upgrade its infrastructure, keep its rates as low as possible, bring a third well on line, move its headquarters and garage facilities to a more favorable location, reduce chlorine costs; and potentially divest itself of the Lower Dam, which the District

considers to be a liability, as well as indirect benefits to the BWD and its ratepayers including creating jobs in the area, NAF investing up to \$500 million in the area; and the City maintaining the Little River Trail, thereby benefiting BWD and its customers over the life of said Project Agreements, which public benefits are discussed in Maine Public Utilities Order dated June 8, 2018, docket number 2018-00043;

WHEREAS, in the First Amendment, as part of the Waterfront Parcel adjacent to the Lower Reservoir and including an existing trail system which will convey to the City, NAF agreed to additional public benefit to the City including grant of an easement for pedestrian and vehicular traffic running from Route 1 to the Waterfront Parcel in a location that does not conflict with construction of the Project by NAF, together with the use of shared parking in the visitor center parking area;

WHEREAS this Amendment, including the Necessary Project Rights described below and City action to clear title to the same (including by exercise of eminent domain), is for the benefit of all parties and is necessary for the Project and associated public benefits to the City and the BWD including those identified in the Project Agreements.

NOW THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained herein, the parties agree as follows:

1. Necessary Project Rights. The additional project rights to be acquired by the City and NAF as part of or in addition to the Waterfront Parcel and the Realty in accordance with the Acquisition Agreement shall mean fee or easement rights sufficient for a perpetual subsurface easement for the purpose of maintaining, owning and operating water pipes and related equipment, including in connection therewith, installation of culverts, pipes, gaskets, pumps, valves and other equipment, together with an easement for the purpose of constructing, grading, excavating, and performing earth work as may be necessary to construct, install and maintain such culverts, pipes, gaskets, pumps, valves and other equipment as required or contemplated by any approvals issued by any municipal, state or federal authorities for the installation and maintenance thereof (the "Necessary Project Rights") and any such additional rights as the City, in its sole discretion, deems necessary or desirable. The Necessary Project Rights shall be acquired by NAF through the Eckrote P&S and any amendments thereto and through best reasonable efforts by the City to facilitate the transaction and thereby secure the associated public benefits to the City and the BWD as contemplated in the Project Agreements, including, as necessary in the sole discretion of the City, through the exercise of its powers of eminent domain, and conveyed free of the Alleged Title Defects and any existing restrictions which might otherwise interfere with the rights described above.

2. Locus of Necessary Project Rights. The location of the Necessary Project Rights described in Section 1 above shall mean the area of land defined as the Easement Area described in the Eckrote P&S, which, for the avoidance of doubt, shall include the portion of the intertidal area between the high water mark and low water mark of Penobscot Bay included therein or adjacent thereto and adjacent to NAF's Submerged Lands Leases.

3. Closing. The Premises Closing Date described in Section 5(c)(i) of the Options

Agreement is hereby replaced with the following:

i. Premises Closing Date. The Closing of the transfer of the Premises shall occur at 10:00 AM on the day which is the later of the seventh (7<sup>th</sup>) business day following City acquisition of the Necessary Project Rights and the sixtieth (60<sup>th</sup>) day following execution of this Fourth Amendment (such date, as the same may be extended pursuant to the terms of this Agreement, the “Premises Closing Date”); provided, however, if the Premises Closing Date has not occurred by ~~July 1~~ April, 2022, then Seller may obtain an updated estimate for acquisition of, and construction of a new headquarters and associated operations facilities, a Replacement Site and then Seller and NAF shall mutually agree on ~~any changes to a commensurate increase in~~ the Premises Purchase Price which shall not exceed 3% of the existing Premises Purchase Price. The Premises Closing Date may be further extended by agreement of the City, NAF and Seller. The parties agree that they shall cooperate using best efforts to complete their obligations, as described in this Fourth Amendment, as soon as practicable in order to complete the Closing on or before the sixtieth (60<sup>th</sup>) day following execution of this Fourth Amendment. Notwithstanding the foregoing, NAF shall have the option to waive the Necessary Project Rights and proceed to a closing on its purchase of the Premises by so notifying the City and Seller in writing and specifying a closing date and location within the thirty (30) day period following the date of such notice.

4. City Costs. NAF shall allow the City to offset for any condemnation award and the costs associated with the condemnation proceedings contemplated hereby from the water quality cost share, previously pledged to NAF from the City in Section 1A of the Evaluation Agreement, in an amount up to \$120,000 in order to facilitate City receipt of the public benefits flowing from the Project Agreements.

5. Additional Payment to BWD. At Closing NAF shall pay to BWD an additional \$222,000 in consideration of the mutual agreements expressed in the Acquisition Agreement, the conveyance to NAF by the City of the Necessary Project Rights, and the agreement by BWD that it shall vacate that portion of the Realty currently used as garages and storage sheds within the 90 day period following the Closing Date, with such portion of the Realty to be occupied by BWD under the lease described below to be limited to the current BWD office building and associated parking, and in order for the City and BWD to obtain the public benefits flowing from the Project Agreements.

6. License/Lease Agreement. The License Agreement described and defined in Section 5(h)(ii) of the Options Agreement shall instead be a lease agreement and shall not include the garages and storage sheds per paragraph 5 above and its period shall now be as follows: “for a period ending on the earlier to occur of the following: (1) when Seller is able to move its offices, equipment and vehicles into and provide services to the public from its new headquarters and associated operations facilities or (2) on the following schedule:

the closing date timeframe	resulting length of the lease term
December 1- <del>July 31</del> <u>April</u>	12 months

August 1 <del>May 1</del> - November 30	16 months
---	-----------

This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. For purposes of this Fourth Amendment, a facsimile signature shall be deemed an original.

Except as so amended hereby, the Options Agreement, Evaluation Agreement, First Amendment, Second Amendment and Third Amendment are unchanged and the Options Agreement and Evaluation Agreement, as so amended, are hereby ratified and confirmed. Capitalized terms used and not defined herein shall have the meaning ascribed to such term in the Options Agreement and Evaluation Agreement, as applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as an instrument under seal as of the day(s) and year written below.

Date: April \_\_, 2021

SELLER:  
BELFAST WATER DISTRICT

By: \_\_\_\_\_  
Keith Pooler, Superintendent  
Hereunto Duly Authorized

*[remainder of page intentionally left blank]*

Date: April \_\_\_\_, 2021

BUYER:  
NORDIC AQUAFARMS, INC.

By: \_\_\_\_\_  
Erik Heim, President  
Hereunto Duly Authorized

*[remainder of page intentionally left blank]*

The City of Belfast has caused and authorized the undersigned to hereunto set her hand and seal to express its consent to the above extensions and additional obligations undertaken by the City of Belfast.

Date: April \_\_, 2021

CITY OF BELFAST

By: \_\_\_\_\_  
Erin Herbig, City Manager

*[remainder of page intentionally left blank]*

## William Kelly

---

**From:** Joanna B. Tourangeau <JTourangeau@dwmlaw.com>  
**Sent:** Friday, April 16, 2021 10:42 AM  
**To:** 'William Kelly'  
**Cc:** David M. Kallin  
**Subject:** Confidential Real Estate Negotiations  
**Attachments:** Options and Purchase Agreement - Amendment 4 (03755732-11xAE394).docx

Please see the attached document. Do you have time before 1 today to discuss?

### Joanna B. Tourangeau

Attorney

207.253.0567 Direct | 207.939.4224 Cell  
[JTourangeau@dwmlaw.com](mailto:JTourangeau@dwmlaw.com)

84 Marginal Way, Suite 600, Portland, ME 04101-2480  
800.727.1941 | 207.772.3627 Fax | [dwmlaw.com](http://dwmlaw.com)

**DrummondWoodsum**  
ATTORNEYS AT LAW

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**FOURTH AMENDMENT TO EVALUATION  
AGREEMENT AND OPTIONS AND  
PURCHASE AGREEMENT**

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WHEREAS, pursuant to the Evaluation Agreement between the parties dated January 30, 2018, as amended by an Amendment to Evaluation Agreement dated May 23, 2018 and the First Amendment, Second Amendment and Third Amendment defined below, (the "Evaluation Agreement"), Seller and NAF were granted certain rights to perform due diligence each deemed necessary or desirable;

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WHEREAS, the parties entered into a Second Amendment to Evaluation Agreement and Options Agreement dated June 29, 2020 (the "Second Amendment") to (1) extend the Premises Option to grant NAF the right to again extend the term in order to obtain final, unappealable Governmental Approvals, and (2) grant BWD an extension of the BWD Period and NAF an extension of the NAF Period each in the Evaluation Agreement in order for each to complete due diligence;

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WHEREAS, pursuant to the Third Amendment, by mutual agreement to NAF's request of February 26, 2021, the period in which NAF may exercise the Premises Option was extended to April 30, 2021 while the NAF Period and the BWD Period expired on March 2, 2021;

WHEREAS, the Evaluation Agreement, Acquisition Agreement and Water Supply

and Purchase Agreement dated January 29, 2018 (collectively the “Project Agreements”) provide significant public benefit to the City and the BWD, including but not limited to direct financial benefit, significant waterfront public property and public access, and broader economic development benefits stemming from the Project;

WHEREAS, the Governmental Approvals obtained for the Project include The Bureau of Parks and Lands approval for NAF to acquire Submerged Lands Lease No. 2141-L-49 for a forty foot wide corridor of submerged lands, and Submerged Lands Dredging Lease No. 05-22DL to accommodate the seawater intake and discharge pipes necessary or desirable for the Project (NAF’s “Submerged Lands Leases”);

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WHEREAS, the Alleged Title Defects are contested and the subject of current litigation in the Waldo County Superior Court under docket # RE-2019-18;

WHEREAS, the parties would like to clear the Alleged Title Defects in order to facilitate acquisition of Necessary Project Rights (hereinafter defined) on or before the Closing Date as more specifically described below;

WHEREAS, the transactions contemplated in the Project Agreements will produce several direct and indirect benefits to the BWD and its ratepayers including direct benefits to the BWD allowing it to upgrade its infrastructure, keep its rates as low as possible, bring a third well on line, move its headquarters and garage facilities to a more favorable location, reduce chlorine costs; and potentially divest itself of the Lower Dam, which the District

considers to be a liability, as well as indirect benefits to the BWD and its ratepayers including creating jobs in the area, NAF investing up to \$500 million in the area; and the City maintaining the Little River Trail, thereby benefiting BWD and its customers over the life of said Project Agreements, which public benefits are discussed in Maine Public Utilities Order dated June 8, 2018, docket number 2018-00043;

WHEREAS, in the First Amendment, as part of the Waterfront Parcel adjacent to the Lower Reservoir and including an existing trail system which will convey to the City, NAF agreed to additional public benefit to the City including grant of an easement for pedestrian and vehicular traffic running from Route 1 to the Waterfront Parcel in a location that does not conflict with construction of the Project by NAF, together with the use of shared parking in the visitor center parking area;

WHEREAS this Amendment, including the Necessary Project Rights described below and City action to clear title to the same (including by exercise of eminent domain), is for the benefit of all parties and is necessary for the Project and associated public benefits to the City and the BWD including those identified in the Project Agreements.

NOW THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained herein, the parties agree as follows:

1. Necessary Project Rights. The additional project rights to be acquired by the City and NAF as part of or in addition to the Waterfront Parcel and the Realty in accordance with the Acquisition Agreement shall mean fee or easement rights sufficient for a perpetual subsurface easement for the purpose of maintaining, owning and operating water pipes and related equipment, including in connection therewith, installation of culverts, pipes, gaskets, pumps, valves and other equipment, together with an easement for the purpose of constructing, grading, excavating, and performing earth work as may be necessary to construct, install and maintain such culverts, pipes, gaskets, pumps, valves and other equipment as required or contemplated by any approvals issued by any municipal, state or federal authorities for the installation and maintenance thereof (the "Necessary Project Rights") and any such additional rights as the City, in its sole discretion, deems necessary or desirable. The Necessary Project Rights shall be acquired by NAF through the Eckrote P&S and any amendments thereto and through best reasonable efforts by the City to facilitate the transaction and thereby secure the associated public benefits to the City and the BWD as contemplated in the Project Agreements, including, as necessary in the sole discretion of the City, through the exercise of its powers of eminent domain, and conveyed free of the Alleged Title Defects and any existing restrictions which might otherwise interfere with the rights described above.

2. Locus of Necessary Project Rights. The location of the Necessary Project Rights described in Section 1 above shall mean the area of land defined as the Easement Area described in the Eckrote P&S, which, for the avoidance of doubt, shall include the portion of the intertidal area between the high water mark and low water mark of Penobscot Bay included therein or adjacent thereto and adjacent to NAF's Submerged Lands Leases.

3. Closing. The Premises Closing Date described in Section 5(c)(i) of the Options

## William Kelly

---

**From:** Joanna B. Tourangeau <JTourangeau@dwmlaw.com>  
**Sent:** Thursday, January 21, 2021 12:39 PM  
**To:** 'Bill Kelly'  
**Subject:** Murray Dec. 2020 Order Denying Mabee/Grace MSJ  
**Attachments:** 20201218161534120.pdf

### Joanna B. Tourangeau

Attorney

207.253.0567 Direct | 207.939.4224 Cell  
[JTourangeau@dwmlaw.com](mailto:JTourangeau@dwmlaw.com)

84 Marginal Way, Suite 600, Portland, ME 04101-2480  
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**DrummondWoodsum**  
ATTORNEYS AT LAW

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The proper interpretation of a deed is a question of law; however, the question of where a boundary lies on the face of the earth is matter for the trier of fact. *Hennessy v. Fairley*, 2002 ME 76, ¶ 21, 796 A.2d 41. The weight to be given to a surveyor's opinion regarding the location of a property boundary on the face of the earth is the prerogative of the factfinder. *Grondin v. Hanscom*, 2014 ME 148, ¶ 8, 106 A.3d 1150; *see also McGrath v. Hills*, 662 A.2d 215, 218 (Me. 1995). As the court discussed at length in its June 4, 2020 order, the location of the monuments described in the 1946 deed's boundary description is ambiguous. For the court to set the waterside boundary in the 1946 Hartley to Poor deed and thus determine the proper boundaries of the Eckrotes' property, the court must necessarily determine the exact locations on the face of the earth referred to by the calls in the 1946 deed connecting each side of the Eckrotes' property along the Penobscot Bay. After reviewing the record on this motion for summary judgment, it is clear that the locations referred to by these calls is a matter in genuine dispute between the parties.<sup>2</sup> Accordingly, Plaintiffs' motion for summary judgment is denied, as issues of material fact remain in genuine dispute.

Entry:

Plaintiffs' Motion for Partial Summary Judgment is DENIED.

12/18/2020  
Date

  
Justice, Maine Superior Court

<sup>2</sup> As it is clear from the record that these material facts remain in genuine dispute, the court will not provide a further discussion of the other facts presented by the parties' in their Rule 56(h) statements of fact or the parties' legal skirmishes regarding their respective statements of fact.

Date: January 27, 2021

BUYER:  
NORDIC AQUAFARMS, INC.

By:   
Erik Heim, President  
Hereunto Duly Authorized

The City of Belfast has caused and authorized the undersigned to hereunto set her hand and seal to express its consent to the above extensions.

Date: January \_\_, 2021

CITY OF BELFAST

By: \_\_\_\_\_  
Erin Herbig, City Manager

## William Kelly

---

**From:** Joanna B. Tourangeau <JTourangeau@dwmlaw.com>  
**Sent:** Wednesday, February 10, 2021 8:56 AM  
**To:** Bill Kelly; David M. Kallin  
**Subject:** City Signature

Morning Bill:

Did the Council ratify City Manager execution of the extension? We are pulling together language for the extended agreement for late this week/early next and hoping you might have time to discuss before circulation?

Thank you-  
Joanna

Sent from my iPhone

## William Kelly

---

**From:** Joanna B. Tourangeau <JTourangeau@dwmlaw.com>  
**Sent:** Sunday, April 11, 2021 2:20 PM  
**To:** 'William Kelly'  
**Cc:** David M. Kallin  
**Subject:** Confidential Real Estate Negotiations  
**Attachments:** BWD\_City\_Nordic Options and Purchase Agreement - Amendment 4 (April 11).DOCX

Bill:

The attached includes redlines to terms not likely meaningful to your client. I'll provide an updated version when final, but please let me know if changes are required before that.

Thanks,

**Joanna B. Tourangeau**

Attorney

207.253.0567 Direct | 207.939.4224 Cell

[JTourangeau@dwmlaw.com](mailto:JTourangeau@dwmlaw.com)

84 Marginal Way, Suite 600, Portland, ME 04101-2480

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**DrummondWoodsum**  
ATTORNEYS AT LAW

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Agreement is hereby replaced with the following:

i. Premises Closing Date. The Closing of the transfer of the Premises shall occur at 10:00 AM on the day which is the later of the seventh (7<sup>th</sup>) business day following City acquisition of the Necessary Project Rights and the sixtieth (60<sup>th</sup>) day following execution of this Fourth Amendment (such date, as the same may be extended pursuant to the terms of this Agreement, the “Premises Closing Date”); provided, however, if the Premises Closing Date has not occurred by July 1, 2022, then Seller may obtain an updated estimate for acquisition of, and construction of a new headquarters and associated operations facilities, a Replacement Site and then Seller and NAF shall mutually agree on any changes to the Premises Purchase Price which shall not exceed 3% of the existing Premises Purchase Price. The Premises Closing Date may be further extended by agreement of the City, NAF and Seller. The parties agree that they shall cooperate using best efforts to complete their obligations, as described in this Fourth Amendment, as soon as practicable in order to complete the Closing on or before the sixtieth (60<sup>th</sup>) day following execution of this Fourth Amendment. Notwithstanding the foregoing, NAF shall have the option to waive the Necessary Project Rights and proceed to a closing on its purchase of the Premises by so notifying the City and Seller in writing and specifying a closing date and location within the thirty (30) day period following the date of such notice.

4. City Costs. NAF shall allow the City to offset for any condemnation award and the costs associated with the condemnation proceedings contemplated hereby from the water quality cost share, previously pledged to NAF from the City in Section 1A of the Evaluation Agreement, in an amount up to \$120,000 in order to facilitate City receipt of the public benefits flowing from the Project Agreements.

5. Additional Payment to BWD. At Closing NAF shall pay to BWD an additional \$222,000 in consideration of the mutual agreements expressed in the Acquisition Agreement, the conveyance to NAF by the City of the Necessary Project Rights, and the agreement by BWD that it shall vacate that portion of the Realty currently used as garages and storage sheds within the 90 day period following the Closing Date, with such portion of the Realty to be occupied by BWD under the lease described below to be limited to the current BWD office building and associated parking, and in order for the City and BWD to obtain the public benefits flowing from the Project Agreements.

6. License/Lease Agreement. The License Agreement described and defined in Section 5(h)(ii) of the Options Agreement shall instead be a lease agreement and shall not include the garages and storage sheds per paragraph 5 above and its period shall now be as follows: “for a period ending on the earlier to occur of the following: (1) when Seller is able to move its offices, equipment and vehicles into and provide services to the public from its new headquarters and associated operations facilities or (2) on the following schedule:

the closing date timeframe	resulting length of the lease term
December 1-July 31	12 months
August 1-November 30	16 months

This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. For purposes of this Fourth Amendment, a facsimile signature shall be deemed an original.

Except as so amended hereby, the Options Agreement, Evaluation Agreement, First Amendment, Second Amendment and Third Amendment are unchanged and the Options Agreement and Evaluation Agreement, as so amended, are hereby ratified and confirmed. Capitalized terms used and not defined herein shall have the meaning ascribed to such term in the Options Agreement and Evaluation Agreement, as applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as an instrument under seal as of the day(s) and year written below.

Date: April \_\_, 2021

SELLER:  
BELFAST WATER DISTRICT

By: \_\_\_\_\_  
Keith Pooler, Superintendent  
Hereunto Duly Authorized

*[remainder of page intentionally left blank]*

Date: April \_\_\_, 2021

BUYER:  
NORDIC AQUAFARMS, INC.

By: \_\_\_\_\_  
Erik Heim, President  
Hereunto Duly Authorized

*[remainder of page intentionally left blank]*

The City of Belfast has caused and authorized the undersigned to hereunto set her hand and seal to express its consent to the above extensions and additional obligations undertaken by and benefits inuring to the City of Belfast.

Date: April \_\_\_\_, 2021

CITY OF BELFAST

By: \_\_\_\_\_  
Erin Herbig, City Manager



## William Kelly

---

**From:** David M. Kallin <DKallin@dwmlaw.com>  
**Sent:** Thursday, April 29, 2021 1:16 PM  
**To:** 'William Kelly'  
**Subject:** Real Estate Transaction - Confidential  
**Attachments:** Eckrote P & S referenced Richards Opinion.PDF; Eckrote P & S, Exhibit C - Dorsky Survey July 2020.PDF; P&S Nordic, Eckrote, City with Ex. A and B.DOC

Bill,

See attached.

Dave

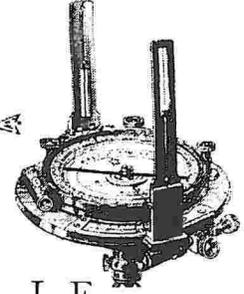
**David M. Kallin**  
Attorney  
Drummond Woodsum  
207.253.0572 Direct | [DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)



VOL 4425 PG 165  
Instr # 2019-9782  
10/08/2019 12:08:33 PM  
22 Pages



Receipt # 144376 WALDO SS RECEIVED  
ATTEST Stacy L Grant, Waldo Co Registry of Deeds



Donald R. Richards, P.L.S., L.F.

**RICHARDS, CRANSTON & CHAPMAN, LLC**  
**LAND SURVEYS**

56 Kimberly Drive, Rockport, ME 04856

Ph: (207) - 594 - 4414

E-Mail: richards @ free.midcoast.com

Surveyors Report  
For The Land Of  
Jeffrey R. Mabee and Judith B. Grace  
Situated At  
Northport Avenue Also Known As Route 1  
Belfast, Knox County, Maine  
Corrected<sup>1</sup> and Amended October 4, 2019

This report is prepared to accompany and explain a survey and plan prepared for the Jeffrey R. Mabee and Judith B. Grace property at 290 Northport Avenue (Route 1), Belfast, Waldo County, Maine, also adjacent to Little River and Penobscot Bay. This report constitutes my professional opinion based on my research, measurements, knowledge, experience and expertise under the statutory requirement that a surveyor in the course of their work shall apply the special knowledge of the rules of evidence and boundary laws<sup>2</sup>. It is important that in matters of controversy pertaining to this survey that

<sup>1</sup> The first edition of this survey and report contained an error in the address of the property stating that it was at 690 Northport Avenue when it should have stated it was at 290 Northport Avenue. That survey was recorded in Plan Book 24, Page 32 of the Waldo County Registry of Deeds and the report was recorded in Book 4424, Page 73 of that registry. This survey and report should supercede those earlier documents.

**<sup>2</sup> Title 32: PROFESSIONS AND OCCUPATIONS - Chapter 121: PROFESSIONAL LAND SURVEYORS**

**§13901. Definitions 6. Practice of land surveying.** "Practice of land surveying" means any service or work involving the application of special knowledge of the rules of evidence and boundary laws, principles of mathematics and the related physical and applied sciences for measuring and locating lines, angles, elevations, natural and man-made features in the air, on the surface of the earth, within underground workings and on the beds of bodies of water. This service or work shall be for the purposes of determining areas and volumes, for the **monumenting of**

legal counsel be consulted for another professional opinion. Any court case citations contained in this report are not intended as legal advice but are provided to demonstrate the basis of my opinions derived from instructions or rules of property provided to surveyors and real estate professionals dealing with boundary retracement and land use issues.

The subject property of this survey is described in a warranty deed from Heather O. Smith to Jeffrey R. Mabee and Judith B. Grace, dated May 1991 as recorded in Book 1221, Page 347 of the Waldo County Registry of Deeds. It is depicted on the Belfast Tax Map 29 as Lot 38. This survey and report are prepared to depict the property boundaries and address various questions or issues that have been raised regarding the successive conveyances in the chain of title and the limits of ownership and deeded rights. All deed and document references are to recording designations in the Waldo County Registry of Deeds unless otherwise stated.

The Mabee - Grace deed describes their property as bounded:

Northerly by land of Fred R. Poor; Easterly by Penobscot Bay, Southerly by Little River and Westerly by the Atlantic Highway, so called."

The description of the real estate then goes on to except the upland tract conveyed to John Joseph and Catherine Grady by Ernest J. Bell and Marjorie N. Bell by deed dated May 18, 1964 and recorded in the Waldo County Registry of Deeds in Book 621, Page 288. That Grady tract is now owned by Larry D. Theye and Betty Becker Theye (WCRD Bk. 1303, Pg. 184).

The chain of title to the Mabee - Grace Parcel is attached as Appendix A. This survey is based on title research back to the warranty deed of Eva T. Burd and Edwin D. Burd to Arthur Hartley dated March 3, 1924 as recorded in Book 343, Page 497. The chain of title shows that the Mabee - Grace tract originated with Harriet L. Hartley after she conveyed off tracts to Fred R. Poor (WCRD 452, Pg. 205 - depicted in red outline on the survey plan) and to Sam M. Cassida (WCRD Bk. 438, Pg. 497 - later land of Kent and portions of Helmers, Morgan and Eckrote as depicted on the survey plan).

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property boundaries and for the platting and layout of lands and subdivisions of land, including topography, alignment and grades of streets and for the preparation and perpetuation of maps, record plats, field note records and property descriptions that represent these surveys. (Emphasis added)

**Conary v. Perkins, 464 A.2d 972, 975 (Me. 1983)** (*In determining what the boundaries are, a surveyor may not rest his judgment on what he thinks intention of the parties may have been contrary to certain accepted positive rules of law which control and which parties to real estate transactions must heed if they would effectuate their intent and avoid consequences they did not intend. Perkins v. Conary, supra, 295 A.2d at 646.*) **Sylvan Prop. Co. v. State Planning Office 1998 ME 106** (But we must consider and construe the grant according to settled rules of construction. ... They are rules of property. And the security of real estate titles depends upon a strict adherence to these rules of construction. *Sargent v. Coolidge, 399 A.2d 1333, 1344 (Me. 1979)* (citing *McLellan v. McFadden, 114 Me. 242, 246-247, 95 A. 1025, 1028 (1915)*)). See also, **Stuart v. Fox, 129 Me. 407, 412-3 (1930)** and **Sargent v. Coolidge, 399 A.2d 1333, 1344-5 (Me. 1979)**.

Mabee - Grace Survey Report  
Page 2

From the entire tract of land of Harriet L. Hartley easterly of Northport Avenue (Route 1) the first tract sold out was by deed to Fred R. Poor from Harriet L. Hartley, dated January 25, 1946 as recorded in Book 452, Page 205 of the Waldo County Registry of Deeds which described the southeasterly (waterside) boundary of the property conveyed as running, "Easterly and Northeasterly along high water mark of Penobscot Bay...". That language clearly bounds the land conveyed at the high-water mark which is a natural monument of clear and specific location and excludes the lands between the high water mark and the low water mark of Penobscot Bay. By that language Harriet L. Hartley retained the shore and the flats adjoining the Fred R. Poor tract.

In contrast, in October 1946 Harriet L. Hartley created a second lot that she sold to Sam M. Cassida (WCRD Book 438, Page 497). That lot included all her land North of Fred R. Poor and conveyed the land between high and low water marks of Penobscot Bay in front of the lot, by inclusion of specific language in that deed. Specifically, the deed from Hartley to Cassida, states in relevant part:

"Also conveying whatever right, title or interest I may have to and in the land between high and low water marks of Penobscot Bay in front of the above described lot."

By the use of the very specific, clear and contrasting language used in the two 1946 conveyances it must be concluded that it was Harriet L. Hartley's intention to retain the intertidal land between land of Fred R. Poor and the bay but to convey the shore and flats adjoining the Sam M. Cassida tract.

After the 1946 conveyances, Harriet L. Hartley owned the upland parcel between the Little River and Fred R. Poor and the intertidal land in front of her upland parcel and in front of the Fred R. Poor parcel. She conveyed all of her remaining land on September 22, 1950. The description of the remaining land conveyed by Harriet L. Hartley to William P. & Pauline H. Butler (Book 474, Page 387) states that it is bounded by four monuments and specifies the general location of those monuments in relation to the subject tract. The Fred R. Poor tract is a record or adjoining monument<sup>3</sup> situated northerly of the described parcel; Penobscot Bay is a natural monument situated easterly of the parcel; Little River is a natural monument situated southerly of the parcel; the Atlantic Highway is a natural

<sup>3</sup> **Edmonds v. Becker**, 434 A.2d 1012 (Me. 1981); **Kinney v. Central Maine Power Co.**, 403 A.2d 346, 350 (Me. 1979) (*this Court has always accorded an adjoiner the dignity of a monument if, as in this instance, its location at the time the operative deed took effect is ascertainable. Sargent v. Coolidge, supra at 1344; Liebler v. Abbott, Me., 388 A.2d 520, 521 (1978); McCausland v. York, 133 Me. at 123, 174 A. at 387.*); **Abbott v. Abbott**, 51 Me. 575, 581 (1863) (*An existing line of an adjoining tract may as well be a monument as any other object.*); **Sargent v. Coolidge**, 399 A.2d 1333, 1344 (Me. 1979); **McCausland v. York**, 133 Me. 115, 123 (1934) (*When one accepts a deed bounding his conveyance by the land of another, the land referred to becomes a controlling monument. Perkins v. Jacobs, 124 Me. 347, 129 A., 4.*); See also **Abbott v. Abbott**, 51 Maine, 575, 581. **Murray v. Munsey**, 120 Maine, 148, 150.); **White v. Jones**, 67 Me. 20, 24 (1877) (*For it must be remembered that the Cilley line - an undisputed line - is to be regarded as a continuous monument for its whole distance; and it must control.*)

monument situated westerly of the parcel. Specifically, like the Mabee – Grace deed, the Hartley-Butler deed describes the boundaries of the property conveyed as:

Northerly by land of Fred R. Poor; easterly by Penobscot Bay, southerly by Little River and westerly by the Atlantic Highway, so-called."

The Butlers conveyed their property to Ernest J. & Marjorie N. Bell by deed dated May 13, 1961 and recorded in Book 587, Page 100. The Bells then conveyed off a portion of their tract to John Joseph & Catherine Grady by deed dated May 18, 1964 and recorded in Book 621, Page 288. The tract conveyed to John Joseph Grady has been transferred by intervening conveyances to Larry D. Theye and Betty Becker Theye by deed dated June 29, 1992 and recorded in Book 1303, Page 184 as shown on the plan.

The remaining land of Harriet L. Hartley was subsequently transferred by intervening conveyances to Jeffrey R. Mabee and Judith B. Grace. (Book 652, Page 116; Book 663, Page 98; Book 680, Page 688; Book 684, Page 688; Book 817, Page 291; Book 833, Page 152; and Book 1221, Page 347). In addition, a quiet title judgment was entered by the Waldo County Superior Court, in favor of Mabee-Grace's predecessor in interest, Winston C. Ferris, on June 26, 1970, recorded in the Waldo County Registry of Deeds at Book 683, Page 283, in *Winston C. Ferris v. Genevieve E. Hargrave, et al.*, Docket No. 11275 (discussed in more detail below).

Reference is made to the following surveys and plans:

Maine State Highway Commission Right Of Way Map, State Highway "D", Federal Aid Project No. 68 (3), Northport - Belfast, Waldo County, dated May 1944 as recorded in Plan Book 2, Page 1.

Boundary Survey of the property of PHYLLIS J. POOR ESTATE by Good Deeds, Inc. In Belfast, Maine as dated August 31, 2012.

Topographic Survey, Lands of Richard & Janet Eckrote, by Clark G. Staples at Good Deeds, Inc. dated October 15, 2018 as submitted in a letter to Melanie Loyzim, Deputy Commissioner, Maine Department of Environmental Protection on June 10, 2019 as page four.

Littoral Zone & Intertidal Zone Survey for Nordic Aquafarms by Gartley and Dorsky Engineering and Surveying dated November 14, 2018 with four revisions as submitted in a letter to Melanie Loyzim, Deputy Commissioner, Maine Department of Environmental Protection on June 10, 2019 as Exhibit A on page three.

## Discussion

### General Boundaries -

The Mabee - Grace parcel was the remaining land of Harriet L. Hartley with the exception of the land of Grady, now land of Larry D. Theye and Betty Becker Theye (WCRD Book 1303, Page 184). I have met with Mr. Theye at his property and he showed me two iron rods which mark his contiguous boundary along the Mabee - Grace tract. Those iron rods are indicated on the plan at points A and B and are held to define the Mabee - Grace boundary with the Theyes. The deed description from the Bells to the Grady tract (Book 621, Page 288) runs, "to the high water mark of Penobscot Bay; thence turning and running northeasterly along said high water mark 333 feet more or less...", which description excludes the shore and the flats adjacent to the parcel. That description has been used in subsequent conveyances into the Theyes and leaves the remaining shore and flats adjacent to the Theyes within the Mabee - Grace deed.

The monuments in the Mabee - Grace deed are clear and definable. The Fred R. Poor tract, the monument situated to the north, is readily locatable from the calls in the deed from Harriet L. Hartley to Fred R. Poor (Bk. 452, Pg. 205). The description in that deed calls for the tract to run, "Easterly and Northeasterly along high water mark of Penobscot Bay 410 feet more or less to a stake at the outlet of a gully". That description, by the use of the call for along the "high water mark" clearly limited the Fred R. Poor tract to the upland and excluded the intertidal land or shore and flats in front of it and retained the shore and the flats in Harriet L. Hartley now owned by Mabee & Grace<sup>4</sup>.

To clarify, the shore is the land between the ordinary low stage and ordinary high stage of the water or all the ground between the ordinary high water mark and low water mark.<sup>5</sup>

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<sup>4</sup> If the deed had called for the line to run "to the shore and along the shore" the presumption would have been that the word "to" was used as a term of exclusion and the shore and flats would be excluded. **Nickerson & al. v. Crawford 16 Me. 245 (1839)** (By the case of *Storer v. Freeman*, 6 Mass. R. 435, it was decided, that a deed extending the line of boundary to the shore and thence by the shore would not convey the flats, not being described as extending to the water.); **Montgomery v. Reed, 69 Me. 510, 514 (1879)** ("To" is a word of exclusion when used in describing premises - "to" an object named excluding the terminus mentioned. *Bradley v. Rice*, 13 Maine, 198. *Bonney v. Morrill*, 52 Maine, 256. "To the shore," then, includes no part of the "flats."); **Dunton v. Parker, 97 Me. 461, 467 (1903)**; Nevertheless there are times when the wording calling for the shore leaves in doubt whether the deed intended the boundary to run along the high water mark or the low water line. In the case of the Mabee - Grace Tract however, by the use of the term, "high water mark" in the deed to Fred R. Poor no question may be raised as to whether the grantor intended the line to run other than by the high water line. The deed is clear on its face and speaks for itself.

<sup>5</sup> *Proctor v. Hinkley*, 462 A.2d 465 (Me. 1983); *Hodgdon v. Campbell*, 411 A.2d 667 (Me. 1980); *Sinford v. Watts*, 123 Me. 230. 122 A. 573 (1923); *McLellan v. McFadden*, 114 Me. 242 (1915); *Dunton v. Parker*, 97 Me. 461 (1903); *Proctor v. Railroad Co.*, 96 Me. 458 (1902); *Abbott v. Treat*, 78 Me. 121 (1886); *Montgomery v. Reed*, 69 Me. 510 (1879); *Littlefield v. Littlefield*, 28 Me. 180 (1848); *Hodge v. Boothby*, 48 Me. 68 (1861 Me.). In *Lapish v. Bangor Bank*, 8 Me. 85 (1831), the court adopted the following definition:

The sea shore must be understood to be the margin of the sea, in its usual and ordinary state. Thus when the tide is out, low water mark is the margin of the sea, and when the sea is full, the margin is high water mark. The seashore is, therefore, all the ground between ordinary high-water mark and low water

This area is also known as flats, intertidal zone, foreshore, beach, or the beachfront area.<sup>6</sup> It may be sold separately from the upland and may be excluded from a sale of the upland by appropriate wording.

The Court has made a statement that clearly applies in this very matter:

*Now, as high water mark is one side of the sea shore or flats, and low water mark is the other, and as a deed bounding land on one side by the shore, does not convey the flats, it is perfectly clear that a deed bounding a piece of land by high water mark, which is one side of the shore, cannot be construed as conveying the flats.*<sup>7</sup>

The call in the deed to Fred R. Poor for, "along high water mark" therefore is clear and unambiguous language calling for the high water mark, a natural monument, and thereby excluding the shore and flats from the conveyance<sup>8</sup>.

I have found most of the monuments called for in the Fred R. Poor deed description and have no question as to its location. Based on my measurements the area of the Fred R. Poor tract contains 2.3 acres which compares closely with the deed call for 2.23 acres. The Fred R. Poor tract has subsequently been divided into portions of land of Helmers, Morgan and Eckrote. Additionally, I have obtained a signed and sealed survey plan from surveyor Gusta Ronson, P.L.S. at Good Deeds, Inc. in Belfast, Maine who performed the survey for Richard and Janet Eckrote dated August 31, 2012 which plan agrees with my findings. I have spoken with Gusta Ronson to discuss her findings and she indicated that she found no deeded information or language that indicated fee title of the Eckrote parcel included the intertidal zone and by language at its creation specifically stops at high water and also that there was no note on her plan saying title would extend to low water. Therefore, her reading of the deed description and the depiction on her survey plan excluded the shore and the flats adjoining the former Poor parcel subsequently owned by Eckrotes (Bk. 3697, Pg. 5). Her plan expressly states that the Eckrotes' waterside boundary is "along high water".

It is also worth mentioning that James Dorsky in a May 16, 2019 letter attached as Appendix B, explaining his interpretation of the deeds pertaining to this area states that the

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mark. *Id.* at 89-90. See also, *Storer v. Freeman*, 6 Mass. 435, 4 Am.Dec. 155 (1810).

<sup>6</sup> *Bell v. Town Of Wells*, 557 A.2d 168, 57 U.S.L.W. 2590 (Me. 1989). For the definition of beach see *Littlefield v. Littlefield*, 28 Me. 180 (1848) See also, Me. Rev. St. Ann. tit. 12, § 572.

<sup>7</sup> *Lapish v. Bangor Bank*, 8 Me. 85 (1831)

<sup>8</sup> *Freeman v. Leighton*, 90 Me. 541, 545 (1897) (*The grantor declared in terms that the south line should extend east "to the shore." He then declared that the next line, the east line, should extend northerly "by the shore and by the upland," to the first bound. He thus fastened this last line to the eastern edge of the upland and the western edge of the shore. He drew it between the upland and the shore. The court cannot draw it in any other place or direction. This line, drawn by the grantor and accepted by the grantee, separates the shore from the upland and excludes it from the conveyance.*)

conveyance to Sam M. Cassida, "created a boundary line across the flats between the flats northerly of this line that were conveyed to Cassida and the flats southerly of this line that Hartley would have still owned in front of Poor (now Eckrote and Morgan) and southerly to the Little River"<sup>9</sup>. This statement confirms that three different surveyors have concluded that Harriet L. Hartley retained the shore and the flats in front of the Fred R. Poor property at the time of that conveyance to Cassida in 1946. Additionally a fourth surveyor, Clark Staples, also of Good Deeds in Belfast, Maine, prepared a Topographic Survey of the lands of Richard & Janet Eckrote dated October 15, 2018 for use by Nordic Aquafarms in which he notes the discrepancy between the description in the deed to Richard and Janet Eckrote (WRKL Bk. 3697, Pg. 5) and the previous deeds in the chain of title and suggests that a legal opinion should be provided to evaluate whether the Phyllis J. Poor estate had the right to grant an easement below the high water line<sup>10</sup>.

The issue is that while the deed to Phyllis J. Poor (Book. 1228, Page 346) calls for the boundary at the shore to run "Easterly and Northeasterly along high-water mark of Penobscot Bay...", the description in the subsequent release deed from the Estate of Phyllis J. Poor to Richard and Janet Eckrote, dated October 15, 2012 and recorded in Book 3697, Page 5 of the Waldo County Registry of Deeds, has been altered to read, "to the high water mark of Penobscot Bay; Thence generally southwesterly along said Bay a distance of four hundred twenty five (425) feet more or less to a 5/8" capped rebar set..." which would suggest that the estate was conveying the shore and flats adjoining the Eckrote property. That portion of the written description is clearly erroneous. The description includes the statement that, "The description above is based on a survey entitled "Boundary Survey of the Property of Phyllis J. Poor Estate" dated August 31, 2012, oriented to magnetic north, August 2012, by Good Deeds, Inc.". This survey was not signed or recorded but a survey bearing that name and date was produced in a filing submitted by Nordic Aquafarms to the Maine Bureau of Parks and Lands on May 16, 2019 and I have acquired a signed & sealed copy of the plan from Gusta Ronson, the surveyor at Good Deeds as noted above. The survey clearly labels the boundary of the Phyllis J. Poor lot (now lot of Janet and Richard Eckrote) as running 425 feet more or less along the high water line. There is therefore a discrepancy between the plan ("along high water") and the written description ("along said Bay"). The subsequent re-description in the deed to Eckrote altered the boundary description such that it was inconsistent with the previous deeds back to 1946 and the subsequent August 31, 2012 survey by Good Deeds, incorporated by reference into the October 15, 2012 deed. The correct monument, the high water mark, was erroneously replaced by a call for the bay, which if implemented would extend and unfairly expand the

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<sup>9</sup> Refer to the letter of James A. Dorsky, PLS, to Erik Heim, President of Nordic Aquafarms dated May 16, 2019, which letter has been included in permitting applications documents to submitted to Deputy Commissioner Loyzim on June 10, 2019, and is attached to this report as Appendix C.

<sup>10</sup> Reference is made to page 4 of a letter from Joanna B. Tourangeau to Melanie Loyzim, Deputy Commissioner of the Maine Department of Environmental Protection.

grant to the low water mark<sup>11</sup>. It is a fundamental principle of conveyancing that you cannot sell what you do not own<sup>12</sup>.

It is a longstanding and well established rule of deed construction that when a deed refers to a survey plan in the descriptive language that plan is incorporated into the deed, becomes a material and essential part of the deed and is subject to no other explanations by extraneous evidence than if all the particulars of the plan had been actually inserted in the body of the grant or deed and furthermore the parties are chargeable with full notice of the contents of the plan whether the plan is recorded or not<sup>13</sup>. When a survey and plan is made and a deed description is prepared based on the survey and plan, the lines and corners made and fixed by that survey are to be respected as determining the extent and bounds of the tract and if the written description disagrees with the survey and plan the erroneous description will not stand over and against the survey and plan<sup>14</sup>.

After calling for the Fred R. Poor tract as the monument to the north, the Mabee - Grace deed description deed calls for the tract to be bounded easterly by Penobscot Bay. That

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<sup>11</sup> *Ilsey v. Kelley*, 113 Me. 497, 505 (1915) (If the owner of a parcel of land, through inadvertence or ignorance of the dividing line, includes a part of an adjoining tract within his enclosure, this does not operate a disseizin. ... To allow the defendant's claim to include a part of lot 15 as in a deed of a part of lot 14, would, as held in *Robinson v. Miller*, 37 Maine 312, "be to contradict or vary the plain and unambiguous stipulations of his deed, and to enlarge his grant in a manner unauthorized by law." (See *Brown v. Gay*, 3 Maine, 128).

<sup>12</sup> *Alemeder v. Kennebunkport* 2019 ME 151; *Eaton v. Town of Wells*, 2000 ME 176; *Diveto v. Kjellgren* 2004 ME 133 *Calthorpe v. Abrahamson*, 441 A.2d 284, 287 (Me. 1982) (A grantor can convey effectively by deed only that real property which he owns. See *May v. Labbe*, 114 Me. 374, 96 A. 502 (1916); 6 U. Thompson, *Commentaries on the Modern Law of Real Property* § 2935 (1962).) *Rusha v Little*, 309 A2d 867 (Me 1973); *Dorman v. Bates Mfg* 82 Me. 438 (1890) (One can not convey what he does not own. One can not convey land, nor create an easement in it, unless he owns it. An attempt to do so may render him liable on the covenants in his deed; but neither the land nor the easement will pass.)

<sup>13</sup> *Kinney v. Central Maine Power Co.*, 403 A.2d 346, 351 (Me. 1979); *Perkins v. Jacobs*, 124 Me. 347, 349 (1925); *Bradstreet v. Winter*, 119 Me. 30, 38 (1920); *McElwee v. Mahlman*, 117 Me. 402, 406 (1918); *Danforth v. Bangor*, 85 Me. 423, 428 (1893); *Chesley v. Holmes*, 40 Me. 536, 546 (1855); *Palmer v. Dougherty*, 33 Me. 502, 506 (1851) (Where land is conveyed according to a plan taken, the courses, distances and lines there delineated, are regarded, in legal construction, as the description, by which the limits of the grant are to be ascertained. *Proprietors of Kennebec Purchase v. Tiffany*, 1 Maine, 219; *Thomas v. Patten*, 13 Maine, 329; *Davis v. Rainsford*, 17 Mass. 207. ); *Lincoln v. Wilder*, 29 Me. 169, 179 (1848); *Eaton v. Knapp*, 29 Me. 120, 122 (1848); *Proprietors of Kennebec Purchase v. Tiffany*, 1 Me. 219, 223 (1821).

<sup>14</sup> This principle is more fully explained in, "Principles and Procedures for the Location of Boundaries in Maine", Maine State Bar Association Practice Series 102 - Number 1, August 2006 by Donald R. Richards and Knud E. Hermansen, Pages 145 - 149. See also, *Chandler v. Green*, 69 Me. 350, 352 (1879) ( If a deed contains an admixture of correct and erroneous calls, and evidence can show which is false and true, then: ...by well established principles of law, the false is to be discarded, and the true adopted. *Jones v. Buck*, 54 Maine, 301; approved and explained in *Jones v. McNarrin*, 68 Maine, 334. ); *Palmer v. Dougherty*, 33 Me. 502, 506 (1851) (Where land is conveyed according to a plan taken, the courses, distances and lines there delineated, are regarded, in legal construction, as the description, by which the limits of the grant are to be ascertained. *Proprietors of Kennebec Purchase v. Tiffany*, 1 Maine, 219; *Thomas v. Patten*, 13 Maine, 329; *Davis v. Rainsford*, 17 Mass. 207.); *Lincoln v. Wilder*, 29 Me. 169, 182 (1848) (... we are inclined to the determination, that the plan is the more certain and prominent part of the description.); *Bussey v. Grant* 20 Me. 281, 286 (1841) (...like other grants, exceptions or reservations, which depend on a plan, the actual survey and location on the face of the earth are to determine their boundary and extent. This has become an established principle in regard to grants and conveyances depending on a plan, which cannot be departed from without unsettling the bounds of lands in a great part of the State.); *Heaton v. Hodges*, 14 Me. 66, 69-70 (1836) (We have understood the rule applied in such cases has been, that the survey actually made, if it can be ascertained, is to govern the location.) *Pike v. Dyke* 2 Me. 197, 199 (1823)

language indicates that the Mabee - Grace parcel extends to the low water line of the bay and includes the residual intertidal real estate which belonged to the remaining Harriet L. Hartley tract. There is nothing in the deed descriptions to indicate that Harriet L. Hartley intended to convey anything less than her entire remaining land to William and Pauline Butler (Bk. 474, Pg. 387) when she made the September 22, 1950 conveyance to them, or that Ernest and Marjorie Bell intended to convey anything less than the remaining land of Harriet L. Hartley less the parcel that they had sold to John Joseph & Catherine Grady (WCRD Book 621, Page 288).

The next monument called for in the deed description into Mabee and Grace is the Little River. The call for that natural monument would carry title to the river. The last monument called for is the Atlantic Highway which is currently designated as Northport Avenue and U. S. Route 1. All four of the monuments in the description are clear and identifiable and completely surround the Mabee - Grace tract and the Theye parcel (formerly Grady) which is excepted.

A search of the records on file in the Waldo County Registry of Deeds turned up a quiet title action by Winston C. Ferris a prior owner of the Mabee - Grace tract (WCRD Book 680, Pg. 688) which named Genevieve E. Hargrave and others as defendants in Book 680, Page 1112 and Book 683, Page 283. The description of the land covered by the action was identical to the present description in the Mabee - Grace deed and Winston Ferris. The Court granted judgment in favor of Winston C. Ferris stating that the various defendants and every person claiming by through or under them were barred from any and all claims to any right title or interest or estate in the land of Winston C. Ferris (WCRD Book 683 Page 283)

It is significant to note that the probate documents for the estate of Harriet L. Hartley, on file in the County of Philadelphia, Pennsylvania, acknowledge that she sold off her real estate in Belfast in its entirety<sup>15</sup>. That coupled with the clear meaning of the deed to the Butlers and the quiet title action by Winston C. Ferris should leave no doubt as to her intentions to convey all her remaining land to the Butlers in the September 22, 1950 conveyance or the location of the boundaries described in the deed to Mabee and Grace. My search of the deeds of record and other documents indicate that Harriet L. Hartley sold all her land in Belfast, Maine, easterly of Route 1 or Northport Avenue during her lifetime. This is the same determination made on Schedule D of the 1951 Inventory and Appraisal of the assets of the Estate of Harriet L. Hartley, recorded in the Philadelphia County Register of Wills, in the Commonwealth of Pennsylvania, attached hereto as Appendix C.

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<sup>15</sup> See County of Philadelphia, Register of Wills, Will Book 613, Page 594 and Schedule D in inventory Book 143, Page 395 for will number 3085 as filed on December 10, 1951 which states, "The will purports to devise and bequeath certain property, real and personal, which actually was sold by dependant during life." The only real estate mentioned in her will was her land in Belfast, Maine situated at Penobscot Bay and Little River.

The deed to the Mabee - Grace tract describes the tract as, " a certain lot or parcel of land together with the buildings thereon situated in Belfast, in the County of Waldo, and State of Maine. The upland and the buildings are situated in that municipality however a portion of the shore and the flats extend to the low water mark in the town of Northport. The deed states the tract is conveyed, "Together with all our right title and interest in and to that portion of the premises which lies between high and low water mark commonly designated as the flats".

A conservation agreement deed was granted by deed from Jeffrey R. Maybe and Judith B. Grace to Upstream Watch dated April 29, 2019 as recorded in Book 4367, Page 273 which described the protected property by a written description (Appendix A) and a sketch (Appendix B). The written description is as follows:

The shore and flats rights appurtenant to the land described in deed from Heather O. Smith to Jeffrey R. Mabee and Judith B. Grace dated May 15, 1991 as recorded in Book 1221, Page 347 of the Waldo County Registry of Deeds which shore and flats area is bounded and described as follows: Northerly by land formerly of Adonirom Moody, and W. L. West, Easterly by Penobscot Bay, southerly by Little River and northwesterly by land formerly of Fred R. Poor, and westerly by land formerly of John Joseph Grady and Catherine E. Grady and the upland of land of Jeffrey R. Mabee and Judith B. Grace said shore and flats to include that intertidal area extending westerly along Little River to Northport Avenue also known as U.S. Route One.

The description contains some errors which are not insurmountable. The general description indicates that the protected property would be the shore and the flats appurtenant to the Mabee - Grace property under their deed as cited which portion of the description standing alone would have been sufficient and complete. The description then provides an additional and more particular description which is clear and accurate in part and flawed in part. The first call in the more particular description stating that the protected area is bounded, " Northerly by land formerly of Adonirom Moody, and W. L. West " is incorrect. That call for adjoiners Moody and West, previous landowners to the north of the Cassida tract (WCRD Bk. 438, Pg. 497), would have carried the protected area beyond the limits of the Mabee - Grace tract. Because the general description is clear and the particular description is erroneous at this one point the general description would prevail<sup>16</sup>. The sketch attached depicts a line running from the high water mark across the

<sup>16</sup> **Perry v. Buswell, 113 Me. 399, 401-2 (1915)** (*In a few cases, a description in general terms followed by a more particular description, or by reference, for description, to a prior deed, the language of the whole deed has led the court to give effect to the general description. Such cases are Keith v. Reynolds, 3 Maine, 393; Willard v. Moulton, 4 Maine, 14; Childs v. Fickett, 4 Maine, 471; Field v. Huston, 21 Maine, 69. See also, Lovejoy v. Lovett, 124 Mass., 270. ... But a reference to other deeds, when it appears that it was so intended, makes them a part of the description, as much as if their language had been copied as a part of it.*); **Hathorn v. Hinds 69 Me. 326, 329-30 (1879)** (*If the particular description by metes and bounds be uncertain and impossible, the general description governs. Savage v. Kendall, 10 Cush. 241.*); **Andrews v. Pearson, 68 Me. 19, 20-1 (1875)**

shore and flats to the low water mark of the bay and labels that line, "Schematic Location Mabee & Grace Line". Due to the resolution and clarity of the attached sketch it is not entirely clear precisely where that line intersects the shore but it is fair to conclude that the sketch and the schematic line were not intended to portray anything more than the generalities of the protected area. By the use of the term "schematic" it is clear that the line is not located with precision. Considering the Conservation Easement document as a whole it is my opinion that the shore and the flats appurtenant to the Mabee - Grace property in its entirety is contained within the description provided.

The Right of Way for Northport Avenue or U. S. Route 1 is stated to be 5 rods wide by the Maine D.O.T. on their public map viewer and right of way web site. They state the source of their information comes from Williamson's History of Belfast In The State Of Maine Volume 1. I have confirmed their findings in my digital copy entitled, "History of Belfast In The State Of Maine From It's First Settlement in 1770 to 1875", by Joseph Williamson, on pages 635 and 636. Additional communication with the Maine D.O.T. indicated the state claims only an easement at this location so that ownership would extend to the center of the road subject to the rights of the public in the right of way. Any alteration or construction near or within the right of way should be cleared with Maine D.O.T to verify their rights, regulations, limitations and permitting requirements.

The conveyance from Harriet L. Hartley to Fred R. Poor dated January 25, 1946 as recorded in Book 452, Page 205 stipulates the property was sold with the understanding that it was to be, "used for residential purposes only, that no business for profit is to be conducted there unless agreed to by Harriet L. Hartley, her heirs or assigns". That clause was undoubtedly inserted in the deed to protect the remaining land of Hartley, now owned by the Theyes and Mabee and Grace. It would be appropriate to confirm with legal counsel if the benefit of that restriction runs with and attaches to the Mabee - Grace and the Theye tracts of land as successors of Harriet L. Hartley under common law principles<sup>17</sup> or Maine Revised Statutes Annotated, Title 33 § 773 which states: "In a conveyance of real estate all rights, easements, privileges and appurtenances belonging to the granted estate shall be included in the conveyance, unless the contrary shall be stated in the deed".

Based on my field measurements the upland area of the subject tract is 1.0 Acres. Due to the change and variation in the alluvium of the Little River estuary the area of the shore and flats may be subject to gradual variation and change. During the course of my surveying I observed no encroachments by structures or signs of trespass that would need to be addressed.

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*(a mere false description in one particular, where enough remains to make it reasonably certain what premises were intended to be conveyed, will not defeat the conveyance.):* **Child v. Fickett, 4 Me. 471, (1827)**

<sup>17</sup> **Herrick v. Marshall, 66 Me. 435, 438 (1877)** *(When...language in a deed which must be held to convey distinctly to the grantee's mind the character of the act which he is to abstain from doing on the land granted, and to identify the lot to which his own is made servient, we do not understand that it is necessary either to name the person who is to be immediately benefited by the clause, or to insert words of limitation or inheritance in order to have his rights pass to his heirs or assigns.)*

## Controversies -

This survey was requested during a period of controversy over property boundaries and ownership rights and particular issues under discussion pertaining to various permitting applications of Nordic Aquafarms, Inc. (NAF) and claims made by them regarding the extent of ownership and rights in the intertidal land on which the Fred R. Poor lot fronted (now Eckrote and a portion of the Morgan lots) and of Jeffrey R. Mabee and Judith B. Grace under their deed from Heather O. Smith (WCRD Bk. 1221, Pg. 347) noted above. Specifically, NAF is proposing to construct an industrial facility with a pipeline installation running from the northwest side of Route 1 across land of Eckrote and land of Mabee and Grace to the waters of Penobscot Bay. They have raised several objections to the ownership rights of Mabee and Grace which deserve to be addressed in conjunction with this survey.

In a letter to Erik Heim, president of Nordic Aquafarms dated May 16, 2019 James Dorsky, land surveyor, acknowledges that after Harriet L. Hartley sold land to Sam M. Cassida she had retained ownership in the shore and flats in front of the Fred R. Poor tract. He then suggests that the shore and flats in front of the Fred R. Poor tract were severed by the subsequent conveyance to William P. and Pauline H. Butler (WCRD Book 474, Page 387) because the description into the Butlers was an abutters description. He states, "If Harriet Hartley had intended to convey to the Butlers the flats in front of the land she had conveyed to Fred R. Poor, the abutters description would have also stated *Northerly by land of Sam M. Cassida* since Cassida was a northerly abutter to Hartley's remaining flats." Although the deed does not call for land of Cassida as an adjoining monument, deeds descriptions are seldom as complete and accurate as desired<sup>18</sup>, neither does it call for remaining land of Harriet L. Hartley or other land of Harriet L. Hartley as the limit of the boundary which, by Mr. Dorsky's reasoning, would have been necessary.<sup>19</sup> The land of Butler had the Fred R. Poor tract as a northerly bounding monument for its full extent and was bounded easterly by Penobscot Bay which extended to the high water mark.

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<sup>18</sup> **Wing v. Burgis 13, Me. 111, 114-5 (1836)** (*Errors in description will sometimes creep in, in spite of care, vigilance and caution; and deeds are often drawn by unskillful and inexperienced hands.*); **Hill v. Lord, 48 Me. 83, 94 (1861)** (*In Madden v. Tucker, 46 Me. 367, 376 (1859) the court discusses its responsibility in dealing with problems arising from "unskillful, ignorant or misinformed scribes" who may not have obeyed, in every particular, their instructions. Hill v. Lord, 48 Me. 83 (1861), states that, "It was not always possible to employ officers or scribes who understood all the requirements of the law; and sundry persons, having just and equitable titles to estates were in danger of being evicted out of their just rights and possessions, because the deeds, or instruments, or other writings conveying such estates, were defective, or imperfectly made and executed." An Act was therefore passed for "quieting possessions," which made such possessions, if continued until 1720, conclusive evidence of title. Province Laws. c. 49 and 115.*)

<sup>19</sup> **Cilley v. Childs, 73 Me. 130, 134 (1882)** ("A deed is not to be held void for uncertainty, because the boundaries are not fully expressed, when by reasonable intentment it can be ascertained what was considered and understood by both parties to be embraced and intended to be embraced in the description." *Com. v. Roxbury* 9 Gray, 490.)

Mr. Dorsky's suggestion fails to deal with the fact that his interpretation of the description in the conveyance to Butler calling for the abutting property to be "bounded northerly by the land of Fred R. Poor" does not allow the call to run the full extent of the Fred R. Poor tract<sup>20</sup>. Mr. Dorsky, contrary to fundamental principles of land conveyancing and principles of boundary retracement, is somehow suggesting that the shore and the flats adjoining the Butler property need to be treated as something other than land or real estate. The shore and the flats are not an inferior or less significant convenient add-on to the to the upland. They are real property and must be treated as such. For example see **Call v. Carroll, 40 Me. 31, 33-4 (1855)**:

*The flats appertaining to each lot consequent upon such division, were as much parts of the original lots as the uplands, - and when granted were as much included in the terms of the grant, if that followed the original location, as the upland.*

According to *Sawyer v. Beal*, 97 Me. 356, 358, 54 A. 848,848 (1903). "The ownership of the **intertidal** zone is as **land** and not a mere easement." To suggest that all the land lying southerly of the entire Fred R. Poor tract is not included in the conveyance finds no basis in the rules of retracement. The fact remains that the tract to Butler is bounded, "Northerly by land of Fred R. Poor" and "easterly by Penobscot Bay". That portion of Sam M. Cassida's land in the shore and the flats is part of Penobscot Bay. Fred R. Poor's land is a clear fixed and certain monument for the whole length of its extent from Route 1 to land of Cassida at the bay.<sup>21</sup> The court has said in **Edmonds v. Becker, 434 A.2d 1012, 1013 (Me. 1981)** :

*The intent of the parties is the principal guide to deed construction, Kinney v. Central Maine Power Co. ... and the law reasonably assumes that where a call in a deed runs to the land of an abutter, the grantor intended to convey the entire parcel to that point, and not to retain title in a narrow slice of land.*

Additionally, contrary to Mr. Dorsky's explanation, the court has generally held the presumption that the flats remain with the upland unless clear words of separation are used in the description. Regarding the shore and the flats the court has said in **Snow v. Mt. Desert Island Real Estate Co., 84 Me. 14, 16 (1891)**:

<sup>20</sup> *White v. Jones, 67 Me. 20, 24 (1877)* (For it must be remembered that the Cilley line - an undisputed line - is to be regarded as a continuous monument for its whole distance; and it must control.)

<sup>21</sup> *Howe v. Natale, 451 A.2d 1198, 1202 (Me. 1982)* (A boundary line is a controlling monument, *Lieber v. Abbott, Me., 388 A.2d 520, 521 (1978)*, having priority over courses and distances or quantity descriptions in a deed. *Mayer v. Fuller, Me., 248 A.2d 140 (1968)*. "One who accepts a deed describing his land in terms of an adjoining tract is bound by the prior tract as a boundary and a monument to which any distances in the deed must yield." *Rusha v. Little, Me., 309 A.2d 867, 870 (1973)*. ); *White v. Jones, 67 Me. 20, 24 (1877)* (For it must be remembered that the Cilley line - an undisputed line - is to be regarded as a continuous monument for its whole distance; and it must control.)

*While they may be held in private ownership under our law, they are yet subject to the public right of navigation and fishing. Annexed to the upland, they may be of great value to the common owner. Apart from the upland, they are rarely of any value to a private owner, who would have no access to them except by water. .... It is also common knowledge that since the ordinance, the occupation of the flats has usually followed that of the upland, and that the flats are usually of no value without the upland. Conveyances of the upland are commonly supposed to convey the flats.*

See also **Dunton v. Parker 97 Me. 461 (1903)**. There is nothing in the deed from Harriet L. Hartley to William P. Butler and Pauline H. Butler (WCRD Bk. 474, Pg. 387) suggesting that Harriet Hartley intended to retain a portion of her land that would have had no access except by water.

Further, probate authorities in the Philadelphia Register of Deeds determined that Harriet L. Hartley's Will was "ineffective" because she had conveyed all of her land in Maine during her lifetime. As a result her remaining assets (all cash) were distributed to her heirs-at-law, her two sisters Genevieve Hargrave Bailey and Esther Hargrave Woods – not the heirs named in her 1945 Will (Ruth Hartley Weaver and Samuel Nelson Woods, Jr.) in whom she had expressed an intent to bequeath her Maine land. (See Scheduled D attached). Since Harriet L. Hartley had no real property in Maine at the time of her death in October of 1951, her Will was determined to be "ineffective" and neither her intended heirs nor her heirs-at-law under the Pennsylvania Intestacy Law received any real property from Harriet L. Hartley's estate. This 67 year old probate determination confirms that the Hartley-Butler deed conveyed all of Harriet L. Hartley's remaining land in September 1950.

Mr. Dorsky does not appear to have considered the actual probate records of the Harriet L. Hartley estate when he drafted his May 16, 2019 letter to Erik Heim and proposed that Harriet Hartley had retained the intertidal land in front of the Fred R. Poor parcel when making the conveyance to the Butlers. When all the records and rules of retracement are considered together the only logical conclusion that can be reached, consistent with *Edmonds v. Becker* and *Snow v. Mt. Desert Island Real Estate Co.*, both noted above, is that Harriet L. Hartley conveyed all of her remaining land, including all intertidal lands, to the Butlers in 1950. Further, using the same abutters description thereafter all of the Butlers' successors in interest have continued to convey all of this land, using the same description, down to Mabee and Grace – who now own this intertidal land pursuant to the *Ferris v. Hargrave* judgment.

October 4, 2019



Signed: \_\_\_\_\_

Donald R. Richards, P.L.S. 1209



Mabee - Grace Survey Report  
Page 14

PLAINITFFS' EXHIBIT 27

# APPENDIX A

## Mabee - Grace Chain of Title

Jeffrey R. Mabee & Judith B. Grace

↑

↑ ⇒ ⇒ ⇒ Conservation Easement Sold Out ⇒ Upstream Watch  
Bk. 4367, Pg. 273  
April 29, 2019

Jeffrey R. Mabee & Judith B. Grace

↑

↑ Bk. 1221, Pg. 347

↑ May 15, 1991

↑

Heather O. Smith

↑↑

↑↑ Bk. 833, Pg. 153

↑↑ December 11, 1984

↑↑

↑ Christopher S. Smith

↑↑

↑↑ Bk. 817, Pg 291

↑↑ November 1, 1983

↑↑

Andrew J. Gay & Judith Gay

↑

↑ Bk. 684, Pg. 688

↑ August, 26, 1970

↑

↑ ⇒ **QUIET TITLE ACTION** ⇒ Winston C. Ferris vs. Genevieve E. Hargrave, et. als.

↑ Abstract of Complaint Bk. 680, Pg 112

↑ April 10, 1970

↑ Final Decree, Bk. 683, Pg. 283

↑ June 26, 1970

↑

Winston C. Ferris

↑

↑ Bk. 680, Pg. 688

↑ March 19, 1970

↑

Evelyn Flanders &

Continental Ill. Bank & Trust Co. Chicago Exec. u/w/o Snelling S. Robinson

Evelyn Flanders &

Continental Ill. Bank & Trust Co. Chicago Exec. u/w/o Snelling S. Robinson

↑

↑ Will

↑

Snelling S. Robinson

↑

↑ Bk. 663, Pg. 98

↑ September 1, 1967

↑

Willis C. Trainor & Virginia K Trainor

↑

↑ Bk. 652, Pg. 116

↑ October 17, 1966

↑

Ernest J. & Majorie N. Bell

↑

↑ ⇒ ⇒ ⇒ ⇒ ⇒ Parcel Sold Out ⇒ Jn. Joseph & Catherine Grady

↑

Bk. 621, Pg. 288

↑

May 18, 1964

↑

Subsequently land of Theye

Ernest J. & Majorie N. Bell

↑

↑ Bk. 587, Pg. 100

↑ May 13, 1961

↑

William P. & Pauline H. Butler

↑

↑ Bk. 474, Pg. 387

↑ September 22, 1950

↑

↑ ⇒ ⇒ ⇒ ⇒ ⇒ Parcel Sold Out ⇒

↑

Sam Cassida

↑

Bk. 438, Pg. 497

↑

October 25, 1946

↑

↑ ⇒ ⇒ ⇒ ⇒ ⇒ Parcel Sold Out ⇒

↑

Fred R. Poor

↑

With Restrictions

Bk. 452, Pg. 205

↑

January 25, 1946

Harriet L. Hartley

↑

↑

Arthur & Harriet L. Hartley

Arthur & Harriet L. Hartley

↑

↑ Bk. 386, Pg. 453

↑ August 27, 1934

↑

Genevieve Hargrave

↑

↑ Bk. 386, Pg. 452

↑ August 27, 1934

↑

Arthur Hartley

↑

↑ Bk. 343, Pg. 497

↑ March 3, 1924

↑

Eva T. Burd & Edwin D. Burd - Widow & Son

↑

↑ Heirs at law

↑

Edwin D. Burd



May 16, 2019

Erik Heim  
President, Nordic Aquafarms  
Via email @: [erik.heim@nordicaquafarms.com](mailto:erik.heim@nordicaquafarms.com)

RE: Ownership of Intertidal Zone in front of Eckrote Property  
Northport Avenue, Belfast, Maine

Dear Mr. Heim:

I am writing this letter to you at the request of David Kallin, Esq. of Drummond Woodsum. The purpose of this letter is to address a conclusion made by another surveyor, Donald R. Richards, PLS of Richards, Cranston & Chapman, LLC, in a letter to David Losee, Esq. dated April 30, 2019 that the intertidal zone in front of the Eckrote property is owned by Jeffrey R. Mabee and Judith B. Grace. I disagree with Mr. Richards' conclusion.

The property in Belfast along the shore of Penobscot Bay from the Little River northerly for more than 1,600 feet (this would end more than four current-day parcels northerly of the Eckrote property) was owned in 1946 by Harriet L. Hartley.

The first parcel that Hartley conveyed along this shoreline included the shore frontage now owned by the Eckrotes (Tax Map 29, Lot 36) and Lyndon G. Morgan (Tax Map 29, Lot 35) and was described in a deed to Fred R. Poor dated January 25, 1946 and recorded in Book 452, Page 205 of the Waldo County Registry of Deeds. Mr. Richards interprets this deed as severing the intertidal zone or flats from the upland. Mr. Richards concludes that Hartley retained the flats in front of the upland she conveyed to Poor.

The series of conveyances thereafter, do not support the conclusion that the intertidal zone would convey to the predecessors in interest of Mabee/Grace. The second parcel that Hartley conveyed along this shoreline included the shore frontage now owned by Helmers (Tax Map 29, Lot 34), Kent (Tax Map 29, Lot 33), Giles (Tax Map 29, Lot 32) and a small amount beyond Giles northerly line. This second parcel was described in a deed to Sam M. Cassida dated October 25, 1946 and recorded in Book 438, Page 497 of the Waldo County Registry of Deeds. This deed from Hartley to Cassida clearly conveyed the flats with the upland by stating "*Also conveying whatever right, title or interest I may have in and to the land between high and low water marks of Penobscot Bay in front of the above described lot*". This conveyance created a boundary line across the flats between the flats northerly of this line that were conveyed to Cassida and the flats southerly of this line that Hartley would have still owned in front of Poor (now Eckrote and Morgan) and southerly to the Little River.

The third parcel that Hartley conveyed along this shoreline included the shore frontage now owned by Theye (Tax Map 29, Lot 37) and Mabee/Grace (Tax Map 29, Lot 38). This third parcel was described in a deed to William P. Butler and Pauline H. Butler dated September 22, 1950 and recorded in Book 474, Page 387 of the Waldo County Registry of Deeds. This deed from Hartley to the Butlers described the land being conveyed as “*Northerly by land of Fred R. Poor; easterly by Penobscot Bay; southerly by Little River and westerly by the Atlantic Highway, so-called*”. Mr. Richards concluded that this description “*necessarily includes the shore and the flats in front of the Eckrote property and northerly to the extent of the Fred R. Poor tract*”. I disagree. The call to be bounded by Penobscot Bay does cause the conveyance to include the flats with the upland. However, I believe that the northerly limit of the flats that were conveyed to the Butlers should be determined by applying what is known as the Colonial Method, which would create another boundary line across the flats, as happened in the Cassida deed. The westerly or landward end of this boundary line is at the common corner between the land conveyed to Poor and the land conveyed to the Butlers at the high water mark. This would be a boundary line between flats owned by the Butlers to the south and land retained by Hartley to the north.

The description in the deed to the Butlers is what is sometimes referred to as an “abutters description”. It is not a “metes and bounds” description that would include measurements around the property. In an abutters description the boundaries are described by calling for the adjoining property owners or monuments around the perimeter of the property being described. If Harriet Hartley had intended to convey to the Butlers the flats in front of the land she had conveyed to Fred R. Poor, the abutters description would have also stated *Northerly by land of Sam M. Cassida* since Cassida was a northerly abutter to Hartley’s remaining flats.

It is common for deeds conveying land along the shore, even when the language in the description clearly includes the flats, to not specify what portion of the flats is being conveyed. When the description fails to clearly describe the boundaries of the flats being conveyed, Maine courts have long held that the method for determining those limits, or the direction of the property line from high to low water, is the Colonial Method.<sup>1</sup> Since the abutters description from Hartley to the Butlers does not call for Cassida as a northerly abutter, it reads like a deed describing the upland portion being conveyed along with a call to the Bay, which would include the flats in front of that upland, but that does not clearly describe the limits of the flats being conveyed. Again, this is a common method of describing shorefront properties without defining the direction of the property line being created across the flats.

Ernest J. and Marjorie N. Bell, successors in title to the Butlers, conveyed what is now the Theye property to John and Catherine Grady in 1964 (Book 621, Page 288) without the flats. The Bells then conveyed their remaining property to Willis C. and Virginia K. Trainor in 1966 (Book 652, Page 116) by using the same abutters description that had been used in the Hartley to Butler deed and then excepted what they had conveyed to the Gradys in 1964. This same language has been carried forward to the deed to Jeffrey R. Mabee and Judith B. Grace (Book 1221, Page 347) resulting in Mabee and Grace owning the flats in front of their upland property and the flats in front of the Theye’s upland property.

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<sup>1</sup> Emerson v. Taylor, 9 Me. 42 (1832); Portsmouth Harbor, Land & Hotel Co. v. Swift, 82 A. 542, 109 Me. 17

I should also point out that, separate from a record title issue, the Eckrotes may have an adverse possession claim to the intertidal zone in front of their property. I have been told, but have not independently verified, that one the Eckrotes is a grandchild of Frederick Poor. It appears that the Eckrote property has been in the same family since the conveyance from Harriet Hartley. There is a plaque on the house near the shore that says "The Eckrote House, Est. 1949" suggesting the age of the house. There are two sets of steps leading to the shore from the upland near the house. One set is a combination of stone and wood. The other is a set of stone steps. Both sets of steps appear to have been there a long time. Your legal counsel will be able to help you review this information along with their own research to help determine the status of the actual ownership of the intertidal zone in front of the Eckrote property.

Sincerely,

**Gartley & Dorsky Engineering & Surveying, Inc.**



James A. Dorsky, PLS  
Senior Vice President

Cc: David M. Kallin, Esq.  
Drummond Woodsum



This survey report contains 14 pages in the body and three appendices labeled Appendix A, Appendix B and Appendix C.

Dated: OCTOBER 8, 2019

  
Donald R. Richards, P.L.S.

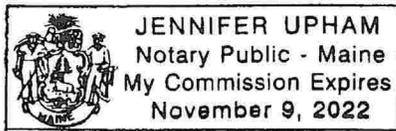
STATE OF MAINE

COUNTY OF KNOX

On the 8<sup>th</sup> day of October 2019, then personally appeared the above-named, Donald R. Richards, who swore that the foregoing statements by him are based upon personal knowledge, research and information that he believes to be true and form the basis of his professional opinion.

  
Notary Public/~~Attorney at Law~~

My commission expires:







## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made this \_\_th day of May, 2021 (the "Effective Date") by and among **Richard and Janet Eckrote**, individuals with a mailing address of 42 Grandview Avenue, Lincoln Park, New Jersey, 07035 ("Seller"), the **City of Belfast**, with a mailing address of 131 Church Street, Belfast, Maine (the "City"), and **Nordic Aquafarms, Inc.** a Delaware corporation having an address of c/o Nordic Aquafarms, 159 High Street, Belfast, Maine 04915 ("Nordic", and, collectively with the City, the "Buyer");

WHEREAS, the Seller is the owner of approximately 2.78 acres of land located at 282 Northport Avenue, Belfast, Maine, identified on the City of Belfast Tax Map 29 as Lot 36, and all rights appurtenant thereto (the "Premises"); and

WHEREAS, the Seller and Nordic entered into an Easement Purchase and Sale Agreement dated August 6, 2018, as later clarified and extended, pursuant to which the Seller agreed to convey to Nordic, and Nordic agreed to purchase from Seller, a perpetual subsurface easement as more fully described therein (the "Easement PSA"); and

WHEREAS, Nordic is the Grantee of rights under certain release deeds given by David Wesley Bell, Karen L. Stockunas, Constance Daily, Barbara Bell, Sandra L. Bell, David Woods, Marcia L. Woods, Robert L. Burger, Robert L. Burger II, and Thomas A. Burger as heirs of Harriet Hartley, which release deeds are recorded in the Waldo County Registry of Deeds and pursuant to which the said individuals released to Nordic any right, title and interest they might have had in the real property conveyed to the said Harriet L. Hartley under a deed recorded in the Waldo County Registry of Deeds at Book 386, Page 453 (the "Hartley Rights"); and

WHEREAS, the City and Nordic are parties, together with the Belfast Water District ("BWD"), to a certain Options and Purchase Agreement dated January 30, 2018, as amended from time to time (as so amended, the "Options Agreement"); and

WHEREAS, pursuant to the Options Agreement, Nordic shall acquire from the BWD real property upon which it will construct an aquaculture facility in accordance with certain governmental approvals, as more fully described therein; and

WHEREAS, pursuant to the Options Agreement, the City shall acquire property described as the "Waterfront Parcel", together with parking and easement rights described in the said Options Agreement including access to a recreational walking trail system located on the Waterfront Parcel together with significant other public benefit for the City and the BWD; and

WHEREAS, the Buyer enters into this Agreement in furtherance of the purpose of the Options Agreement, namely the construction of the aquaculture facility by Nordic and the City's ability to provide public benefits to the BWD, the general public and, more specifically residents of the City; and

WHEREAS, the Seller enters into this Agreement in an effort to resolve the Alleged Title Defects (as described in Section 6.C. below) and the pending litigation arising therefrom, and the Seller shall continue to support defense of such claims.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained herein, the parties agree as follows:

1. PURCHASE AND SALE. Seller agrees to sell and Buyer agrees to buy and take title to the Premises, subject to the terms and conditions described below.

2. TITLE; DEED. The Premises are to be conveyed by Seller at the closing of the transactions contemplated by this Agreement (the "Closing") by a good and sufficient quitclaim deed with covenants, running to the City but subject to the Easement PSA, with the Seller's obligations thereunder being expressly assumed by the City upon its acceptance of the said deed, granting title free from encumbrances except the Easement PSA and those encumbrances and liens that are satisfactory to Buyer as may be more fully described below. In addition, Nordic shall convey the Hartley Rights pertaining to the Eckrote Intertidal (as defined in Exhibit B hereto) to the City at the Closing.

3. PURCHASE PRICE. The agreed purchase price for the Premises is Six Hundred Fifty Thousand Dollars (\$650,000) (the "Purchase Price") payable by Nordic by a wire transfer on the Closing Date to an account designated by the Seller and confirmed by Buyer (subject to the prorations and other adjustments provided in this Agreement).

4. TIME FOR PERFORMANCE; DELIVERY OF DEED. The Closing shall occur at such time (during normal business hours) and on such a business day (the "Closing Date") selected by Nordic by written notice given at least five (5) business days prior thereto (the "Closing Notice") at the offices of Drummond Woodsum, Portland, Maine or by delivery of original documents to a settlement agent who will record the documents contemplated hereby and disburse the sale proceeds in accordance with a settlement statement signed by Buyer and Seller, but in no event shall the Closing shall take place later than July 1, 2021 (the "Outside Closing Date"). In the event that the Closing does not occur on or before the Outside Closing Date, Nordic shall have the right to terminate this Agreement by giving written notice to the Seller and shall thereafter be relieved of all liability hereunder. The Seller shall have the right (but not the obligation) from and after the Closing Date through and including September 1, 2021, to enter upon the Premises and remove any of their personal property therefrom.

5. NO MERGER. The rights granted to Nordic hereunder and to be granted to Nordic in the Nordic Deed shall not merge with those rights contemplated by the Easement PSA, it being the expressed intention that the Easement PSA shall remain in full force and effect unless and until the same is terminated by the Seller and Nordic.

6. CLOSING DOCUMENTS. At the Closing:

A. Purchase Price. Nordic shall deliver to Seller that portion of the Purchase Price payable at the Closing, as adjusted pursuant to the terms hereof;

B. Deed. Seller shall execute, acknowledge and deliver to the City a deed conveying to the City all of Seller's right, title and interest in and to the Premises, including the obligations of Seller under the Easement PSA (the "Deed");

C. Nordic Deed. The City shall, immediately upon delivery of the Deed, deliver to Nordic a fully executed deed conveying title in the Premises to Nordic (the "Nordic Deed"), in the form attached hereto as Exhibit A, which shall be held in escrow by Nordic. The City, upon completion of the obligations described in the Fourth Amendment to the Options Agreement dated April 21, 2021, shall convey to Nordic the easement contemplated by the Easement PSA free from the alleged title defects listed on Exhibit B, attached hereto (the "Alleged Title Defects"). In the event that the City so conveys the easement contemplated by the Easement PSA free from the Alleged Title Defects, the Nordic Deed shall be destroyed and the Premises shall remain property of the City, subject to the easement granted to Nordic. In the event that the City does not convey to Nordic the easement contemplated by the Easement PSA free from the Alleged Title Defect on or before July 1, 2021, Nordic shall be, and hereby is, authorized to release and record the Nordic Deed.

C. Title Affidavits. Seller shall deliver to Buyer executed originals of such customary certificates, affidavits or letters of indemnity as the title insurance company issuing the title insurance policy on the Premises shall require in order to issue such policy and to omit therefrom all exceptions for unfiled mechanics', materialmen's or similar liens and parties in possession and brokers' liens;

D. Nonforeign Person Affidavit. Seller shall deliver to Buyer such affidavits and certificates, in form and substance reasonably satisfactory to Buyer, as Buyer shall deem necessary to relieve Buyer of any obligation to deduct and withhold any portion of the Purchase Price pursuant to Section 1445 of the Internal Revenue Code;

E. Notification to Buyer of Withholding Tax Requirement. Buyer shall deliver to Seller an executed original certificate in form and substance reasonably satisfactory to Seller acknowledging receipt of notification of the withholding tax requirements of the State of Maine;

F. Maine Withholding. Seller shall deliver to Buyer such form as may be needed, to deduct and withhold a portion of the Purchase Price pursuant to 36 M.R.S.A. § 5250-A;

G. Underground Oil Storage Tank Certification. Seller shall deliver to Buyer a written notice, in form and substance reasonably satisfactory to Buyer, which written notice shall certify the registration numbers of the underground oil storage facilities located on the Premises, the exact location of the facilities, whether or not they have been

abandoned in place, and that the facilities are subject to regulation by the Maine Department of Environmental Protection;

H. Real Estate Transfer Tax Declaration. Seller and Buyer shall execute a Real Estate Transfer Tax Declaration in the form required to be recorded with the deed and the real estate transfer tax imposed by the State of Maine shall be paid by the Seller and Buyer in accordance with law;

I. Prorations. Real estate taxes assessed by the City and water and sewer use charges (if any) shall be prorated as of the Closing Date;

J. Other Documents. Seller and Buyer shall execute, acknowledge and deliver such other documents and items as Seller's and/or Buyer's attorney may reasonably require.

7. BUYER'S DEFAULT. In the event Buyer fails to consummate the purchase of the Premises, in accordance with the provisions of this Agreement, for any reason other than those reasons specified in this Agreement as giving rise to a right in Buyer to terminate the transaction contemplated by this Agreement, Nordic shall be obligated to pay to the Seller an amount of Five Thousand Dollars (\$5,000) whereupon all obligations of the parties to one another shall cease and this Agreement shall be null and void without recourse to the parties hereto and shall not be the subject matter of any litigation between the parties.

8. SELLER'S DEFAULT. In the event that Seller is in default or fails to comply with any of the terms and conditions of this Agreement, Buyer may terminate this Agreement and pursue all remedies available at law and equity, including, without limitation, an action for specific performance, it being agreed that no adequate remedy at law exists.

9. WARRANTIES, REPRESENTATIONS AND INDEMNIFICATION.

A. By Seller. Seller represents and warrants as of this date and as of each date through and including the Closing that:

- i. Seller holds good and marketable title to the Premises.
- ii. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code.
- iii. Seller is not a Maine "resident" within the meaning of 36 M.R.S.A. § 5250-A.
- iv. Seller states that there are no underground oil storage facilities on the Premises.
- v. No work has been performed or is in progress at, and no materials

have been furnished to, the Premises or any portion thereof which may give rise to mechanic's, materialmen's or other liens against the Premises or any portion thereof.

vi. Seller has no knowledge of any Disclosable Matter (as hereinafter defined) which has not been disclosed to Buyer in writing and which could have a material adverse effect on the ownership or operation of the Premises subsequent to the Closing. As used herein, a Disclosable Matter shall mean any fact or condition known to Seller relating to the Premises other than (i) any fact or condition relating to the present real estate and financial markets in the area where the Premises are located or elsewhere, (ii) any fact in the public domain or which has been the subject of a public disclosure, (iii) any fact or condition actually known by Buyer, or (iv) any facts or conditions disclosed in the written reports obtained by Buyer in connection with this transaction.

B. Survival. Buyer's performance under this Agreement is conditioned upon the truth and accuracy of Seller's warranties and representations expressed herein as of the Closing. All warranties, representations, covenants and agreements expressed herein shall survive the Closing and any termination of this Agreement. Seller agrees to indemnify and hold harmless Buyer, its designee and their respective successor and assigns from and against any liability, cost, damage, loss, claim, expense or cause of action (including, but not limited to, attorneys' fees and court costs and costs of enforcement of this indemnity) incurred by or threatened against such other party as a result of any breach by Seller of any of the covenants, warranties or representations contained in this Agreement. This Agreement to indemnify and hold harmless shall survive the Closing and shall include, but not be limited to, the presence of any Hazardous Materials located on the Premises on or before the Closing Date.

10. WITHHOLDING TAX REQUIREMENT. Any other provision of this Agreement notwithstanding, Buyer shall, unless an exemption applies, be entitled to withhold at the Closing all amounts required to be withheld under 36 M.R.S.A. § 5250-A or any other applicable federal or state law, and any such withheld amounts shall be credited against the Purchase Price as if paid to Seller at Closing.

11. MISCELLANEOUS.

A. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. No party shall have the right to assign this Agreement without the prior consent of the other party.

B. Any notice relating in any way to this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier, addressed to the addresses first listed above, with copies to:

Representative of Seller: Andre Douchette, Esq.

Taylor, McCormack & Frame  
30 Milk Street, 5<sup>th</sup> Floor  
Portland, ME 04101

Representative of the City: William Kelly, Esq.  
Kelly & Associates, LLC  
96 High Street  
Belfast, ME 04915

Representative of Nordic: Joanna B. Tourangeau, Esq.  
Drummond Woodsum  
84 Marginal Way, Suite 600  
Portland, ME 04101

and such notice shall be deemed delivered two (2) days after so posted. Either party may, by such manner of notice, substitute person or addresses for notice other than those listed above.

C. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing, signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

E. This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

F. Unless otherwise expressly provided, whenever a provision of this Agreement refers to a matter being satisfactory, it shall mean satisfactory in such party's sole discretion.

G. Time shall be of the essence hereunder.

H. This Agreement may be executed in one or more counterparts, all of which shall collectively constitute a single instrument.

I. Any dates in this Agreement may be extended, at Buyer's option, in the event of any governmental action, including, without limitation, a moratorium on development, imposed, declared or otherwise instituted by a municipality or any other similar governmental authority for a number of days equal to the days such moratorium or similar government action is pending.

Disclosure. Except as and to the extent required by law, without the prior written consent of the other party, neither the Buyer nor the Seller shall, representatives or employees to, directly

or indirectly, make any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding, a transaction between the parties, or any of the terms, conditions or other aspects of the transactions proposed in this Agreement except that the Buyer and its representatives are hereby authorized to disclose any aspect of this transaction in connection with the conduct of its pursuit of permits and due diligence.

Confidentiality. Except as and to the extent required by law, the Seller will not disclose or use, and it shall cause its representatives not to disclose or use any Confidential Information with respect to the Buyer furnished, or to be furnished, by the Buyer in connection herewith at any time or in any manner except in connection with the transaction discussed in this Agreement or in furtherance of its due diligence review or efforts to secure financing for this transaction. For purposes of this letter of intent, “Confidential Information” means any information concerning the Buyer’s identity, assets, or the Premises; provided that it does not include information that the Seller can demonstrate (i) is generally available to or known by the public other than as a result of improper disclosure by the Seller or (ii) is obtained by the Seller from a source other than the Buyer or its representatives, provided that such source was not bound by a duty of confidentiality to the Buyer with respect to such information.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

WITNESS:

SELLER:

\_\_\_\_\_

\_\_\_\_\_  
Name: Richard Eckrote

\_\_\_\_\_

\_\_\_\_\_  
Name: Janet Eckrote

[INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

CITY OF BELFAST

\_\_\_\_\_

By: \_\_\_\_\_  
Erin Herbig, City Manager

[INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

NORDIC AQUAFARMS, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Erik Heim  
Title: President

[INTENTIONALLY BLANK]

Exhibit A  
Deed from City to Nordic

Exhibit B  
Alleged Title Defects

1. Any right, title and interest of Jeffrey R. Mabee and Judith B Grace under a deed recorded in the Waldo County Registry of Deeds at Book 1221, Page 347 in the intertidal area immediately abutting the Premises shown on the survey on Exhibit C between the dashed blue line and the dashed gray line (the “Eckrote Intertidal”). For an explanation of the claims of Jeffrey R. Mabee and Judith B Grace therein, further reference is made to Surveyor’s Opinion regarding Mabee-Grace Survey by Donald R. Richards, P.L.S., L.F. recorded in the Waldo County Registry of Deeds at Book 386, Page 453.
2. Any right, title and interest of Friends of the Harriet L. Hartley Conservation Area in and to the Eckrote Intertidal Area, which interest was assigned to it by Upstream Watch by an instrument dated November 4, 2019 in which Upstream Watch assigned its rights under a Conservation Easement Deed recorded in the Waldo County Registry of Deeds at Book 4367, Page 273 granted by Jeffrey R. Mabee and Judith B. Grace. For an explanation of the claims of Jeffrey R. Mabee and Judith B Grace on which this conveyance is based further reference is made to Surveyor’s Opinion regarding Mabee-Grace Survey by Donald R. Richards, P.L.S., L.F. recorded in the Waldo County Registry of Deeds at Book 386, Page 453.
3. Any right, title and interest of the heirs and/or assigns of Harriet L. Hartley, in a purported use restriction recited in a deed recorded at Book 452, Page 205 of the Waldo County Registry of Deeds including any such interest of Jeffrey R. Mabee and Judith B. Grace; Lyndon W. Morgan; Gary Roughead Revocable Living Trust; J. Thomas Kent, Jr. and Joan L. Kent; Michael H. Giles and Jayne C Giles; Peter A Rasmussen and Adrienne R. Boissy; and their heirs, successors, and/or assigns as their interests may appear. Further reference is made to Surveyor’s Opinion regarding Mabee-Grace Survey by Donald R. Richards, P.L.S., L.F. recorded in the Waldo County Registry of Deeds at Book 386, Page 453. Together with any right, title and interest of heirs of Harriet L. Hartley in the said use restriction, other than those released by the Hartley Rights.
4. Any right, title and interest of heirs of Harriet L. Hartley in the Eckrote Intertidal Area, other than those released by the Hartley Rights. Further reference regarding this interest is made to Exhibit C, note 6.

## William Kelly

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**From:** David M. Kallin <DKallin@dwmlaw.com>  
**Sent:** Wednesday, June 30, 2021 2:56 PM  
**To:** 'William Kelly'  
**Subject:** Real Estate Negotiations  
**Attachments:** Eckrote Intertidal Description 6-29-21.pdf; Flats Description.docx

Bill,

See below and attached.

Dave

David M. Kallin  
Attorney  
Drummond Woodsum  
207.253.0572 Direct | [DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)

---

**From:** James Dorsky <JDorsky@GartleyDorsky.com>  
**Subject:** RE: Draft Eckrote Intertidal Description

Here you go. The description is also attached in Word format for convenience.

James Dorsky, P.L.S.  
Senior Vice President

**G&D**

Gartley & Dorsky Engineering & Surveying  
59 Union Street Unit 1, P.O. Box 1031, Camden, Maine 04843  
P: (207) 236-4365 | F: (207) 236-3055  
[www.gartleydorsky.com](http://www.gartleydorsky.com)



## ECKROTE INTERTIDAL DESCRIPTION

A certain lot or parcel of intertidal land located easterly of Route One (a.k.a. Northport Avenue) and on the westerly shore of Penobscot Bay in the City of Belfast, County of Waldo, State of Maine, shown as the 5.1 acre intertidal area on attached Exhibit 1 and being more particularly described as follows:

COMMENCING at a 5/8 inch rebar with survey cap stamped "GOOD DEEDS" found on the easterly right-of-way line of Route One at the most westerly corner of land of Lyndon G. Morgan as described in a deed recorded in Book 1804, Page 307 of the Waldo County Registry of Deeds.

THENCE S 54°53'45" E along said land of Morgan a distance of 429.01 feet to a 5/8 inch rebar found.

THENCE S 54°53'45" E along said land of Morgan a distance of 26.1 feet to the high water mark of Penobscot Bay and the **TRUE POINT OF BEGINNING**.

THENCE S 31°35'52" E along said intertidal land of Morgan a distance of 777 feet more or less to the low water mark of Penobscot Bay.

THENCE westerly, southeasterly, southwesterly, and northwesterly along said low water mark of Penobscot Bay a distance of 820 feet more or less to intertidal land of Donald K. Schweikert and Wendy W. Schweikert as described in a deed recorded in Book 4441, Page 184 of the Waldo County Registry of Deeds.

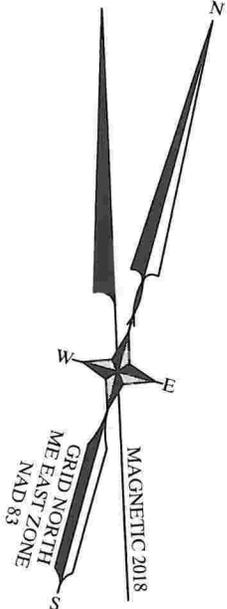
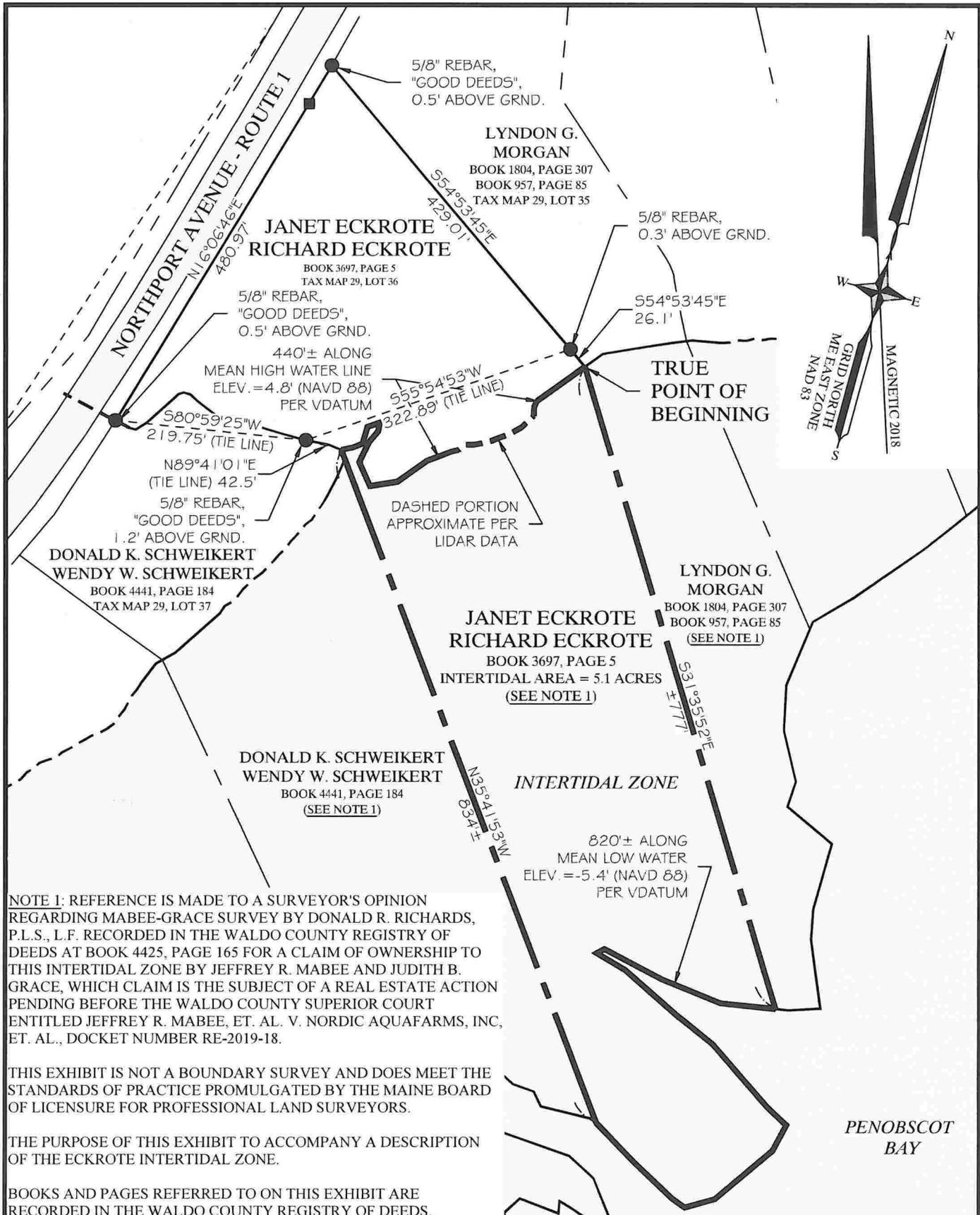
THENCE N 35°41'53" W along said intertidal land of Schweikert a distance of 834 feet more or less to the high water mark of Penobscot Bay at the mouth of a brook which is N 89°41'01" E a distance of 42.5 feet from a 5/8 inch rebar with survey cap stamped "GOOD DEEDS" found in the center of a gully which rebar is S 55°54'53" W a distance of 322.89 feet from said rebar found at said land of Morgan 26.1 feet from the high water mark of Penobscot Bay.

THENCE easterly and northeasterly along said high water mark of Penobscot Bay a distance of 440 feet more or less back to the True Point of Beginning.

MEANING and intending to describe 5.1 acres of intertidal land as shown on Exhibit 1 attached hereto.

The parcel described herein is the intertidal portion of that land conveyed from the Estate of Phyllis J. Poor to Richard Eckrote and Janet Eckrote as described in a deed recorded in Book 3697, Page 5 of the Waldo County Registry of Deeds, which intertidal land is also claimed by Jeffrey R. Mabee and Judith B. Grace in a real estate action pending before the Waldo County Superior Court entitled Jeffrey R. Mabee, et. al. v. Nordic Aquafarms, Inc, et. al., Docket Number RE-2019-18.

All directions are referenced to the Maine Coordinate System of 1983 (2011), East Zone. All distances are grid distances with a combined scale factor of 0.9999186.



NOTE 1: REFERENCE IS MADE TO A SURVEYOR'S OPINION REGARDING MABEE-GRACE SURVEY BY DONALD R. RICHARDS, P.L.S., L.F. RECORDED IN THE WALDO COUNTY REGISTRY OF DEEDS AT BOOK 4425, PAGE 165 FOR A CLAIM OF OWNERSHIP TO THIS INTERTIDAL ZONE BY JEFFREY R. MABEE AND JUDITH B. GRACE, WHICH CLAIM IS THE SUBJECT OF A REAL ESTATE ACTION PENDING BEFORE THE WALDO COUNTY SUPERIOR COURT ENTITLED JEFFREY R. MABEE, ET. AL. V. NORDIC AQUAFARMS, INC, ET. AL., DOCKET NUMBER RE-2019-18.

THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND DOES MEET THE STANDARDS OF PRACTICE PROMULGATED BY THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS.

THE PURPOSE OF THIS EXHIBIT TO ACCOMPANY A DESCRIPTION OF THE ECKROTE INTERTIDAL ZONE.

BOOKS AND PAGES REFERRED TO ON THIS EXHIBIT ARE RECORDED IN THE WALDO COUNTY REGISTRY OF DEEDS.

**Gartley & Dorsky**  
ENGINEERING & SURVEYING

59B Union Street P.O. Box 1031 Camden, ME 04843-1031  
Ph (207) 236-4365 Fax (207) 236-3055 Toll Free 1-888-282-4365  
165 Main Street Suite 2D P.O. Box 1072 Damariscotta, Maine 04543  
Ph. (207) 790-5005

**EXHIBIT 1**  
BELFAST, WALDO COUNTY, MAINE

JUNE 29, 2021

PROJ. NO. 18-352

SCALE: 1" = 150'

## William Kelly

---

**From:** David M. Kallin <DKallin@dwmlaw.com>  
**Sent:** Friday, July 2, 2021 9:54 AM  
**To:** 'William Kelly'  
**Cc:** Peter D. Klein  
**Subject:** Real Estate Negotiations Pursuant to 4th Amendment  
**Attachments:** P&S - City \_ Nordic - v. 3.DOC; Ex C1.PDF

Bill,

See attached for an updated P&S regarding the new waterfront parcel and necessary project rights contemplated in the 4<sup>th</sup> Amendment to the project agreements. This is an update to the previously circulated draft that (1) updates to reflect the current status of Nordic's work to deliver to the City the Eckrote rights in the new waterfront parcel, (2) cleans up the typos you flagged previously regarding the book and page citations in the Alleged Title Defects, and (3) includes the current state of the drafts of property descriptions and of the scope of the proposed easement regarding the Necessary Project Rights (which may get further refined as we approach the closings contemplated in the P&S). We're sending this reserving our client's right to review and offer edits, but wanted to get something for you to look at.

I've copied Pete Klein who will be handling most of the transaction documents for the various closings between Nordic, the City, and the Water District.

Let me know if you have thoughts or questions,  
Dave

David M. Kallin  
Attorney  
Drummond Woodsum  
207.253.0572 Direct | [DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)



## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made this \_\_\_th day of July, 2021 (the "Effective Date") by and among the **City of Belfast**, with a mailing address of 131 Church Street, Belfast, Maine (the "City"), and **Nordic Aquafarms, Inc.** a Delaware corporation having an address of c/o Nordic Aquafarms, 511 Congress Street, Suite 500 Portland, ME 04101 ("Nordic");

WHEREAS, Nordic has arranged for the acquisition of real property located at 282 Northport Avenue, Belfast, Maine, identified on the City of Belfast Tax Map 29 as Lot 36, and all rights appurtenant thereto, which for the avoidance of doubt includes the Eckrote Intertidal as defined on Exhibit C (the "Premises") from Richard and Janet Eckrote (the "Seller"); and

WHEREAS, the Seller and Nordic entered into an Easement Purchase and Sale Agreement dated August 6, 2018, as later clarified and extended, pursuant to which the Seller agreed to convey to Nordic, and Nordic agreed to purchase from Seller, a perpetual subsurface easement as more fully described therein (the "Easement PSA"); and

WHEREAS, Nordic is the Grantee of rights under certain release deeds given by David Wesley Bell, Karen L. Stockunas, Constance Daily, Barbara Bell, Sandra L. Bell, David Woods, Marcia L. Woods, Robert L. Burger, Robert L. Burger II, and Thomas A. Burger as heirs of Harriet Hartley, which release deeds are recorded in the Waldo County Registry of Deeds and pursuant to which the said individuals released to Nordic any right, title and interest they might have had in the real property conveyed to the said Harriet L. Hartley under a deed recorded in the Waldo County Registry of Deeds at Book 386, Page 453 (the "Hartley Rights"); and

WHEREAS, the City and Nordic are parties, together with the Belfast Water District ("BWD"), to a certain Options and Purchase Agreement dated January 30, 2018, as amended from time to time (as so amended, the "Options Agreement"); and

WHEREAS, pursuant to the Options Agreement, Nordic shall acquire from the BWD real property upon which it will construct an aquaculture facility in accordance with certain governmental approvals, as more fully described therein; and

WHEREAS, pursuant to the Options Agreement, the City shall acquire property described as the "Waterfront Parcel", together with parking and easement rights described in the said Options Agreement; and

WHEREAS, the Waterfront Parcel will allow the City to provide access to a recreational walking trail system located on the Waterfront Parcel together with significant other public benefit for the City and the BWD; and

WHEREAS, the Premises is located adjacent to the Waterfront Parcel and, if acquired by the City, would allow the City to extend the walking trail system on the

Waterfront Parcel to the Premises which would give the public access to Penobscot Bay and the Atlantic Ocean, which access is not possible from the Waterfront Parcel; and

WHEREAS, Nordic is willing to pay for the Premises to be transferred to the City and facilitate additional public benefits described in the foregoing recitals in accordance with the terms and conditions set forth below; and

WHEREAS, the City and Nordic also enter into this Agreement in furtherance of the purpose of the Options Agreement, namely the construction of the aquaculture facility by Nordic and the City's ability to provide public benefits to the BWD, the general public and, more specifically residents of the City; and

WHEREAS, the Seller has delivered to Nordic two deeds and related transfer documents regarding the Premises, one of which deeds conveys the Premises to the City (the "City Deed") and one of which deeds conveys the Premises to Nordic (the "Nordic Deed") to be held in escrow by Nordic and to be released and recorded as contemplated under the terms of this Agreement; and

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained herein, the parties agree as follows:

1. TIME FOR PERFORMANCE; DELIVERY OF DEED. The Closing contemplated by this agreement involves (i) the release and recording of the City Deed, (ii) Nordic delivering to the City and recording a release deed conveying the Hartley Rights pertaining to the Premises to the City (the "Hartley Rights Deed"), and (iii) the City delivering to Nordic a deed to the Premises (the "City/Nordic Deed"), which deed from the City to Nordic shall be held by Nordic and released and recorded as described below, and (iv) after the Closing Date but within 30 days following the date hereof the City delivering to Nordic a an easement as set forth on Exhibit D together with the additional Necessary Project Rights, as described and defined below (the "Nordic Easement"). The Closing shall occur at such time (during normal business hours) and on such a business day (the "Closing Date") as may be agreed by the City and Nordic by delivery of original documents to counsel for Nordic who will record the documents contemplated hereby and disburse the sale proceeds to Seller in accordance with a settlement statement signed by Nordic and Seller, but in no event shall the Closing shall take place later than July 30, 2021 (the "Outside Closing Date"). In the event that either (i) the Closing does not occur on or before the Outside Closing Date or (ii) the City does not acquire the Necessary Project Rights (as defined below) within 30 days following the date hereof, Nordic shall have the right, but not the obligation, to terminate this Agreement at any time thereafter by giving written notice to the City and shall thereafter be relieved of all liability hereunder. Upon such termination, Nordic shall have the right to release and record the Nordic Deed.

2. NO MERGER. The rights granted to Nordic hereunder and to be granted to

Nordic in the Nordic Deed shall not merge with those rights contemplated by the Easement PSA, it being the expressed intention that the Easement PSA shall remain in full force and effect unless and until the same is terminated by Nordic.

3. CLOSING DOCUMENTS. At the Closing:

A. Deed. Nordic shall release to the City the City Deed and the Hartley Rights Deed;

B. Nordic Deed. The City shall, prior to the release and delivery of the City Deed, deliver to Nordic the City/Nordic Deed, which shall be held by Nordic and released and recorded in accordance with the terms described below.

C. Nordic Easement. The City, subject to and consistent with the City using best reasonable efforts as described in the Fourth Amendment to the Options and Evaluation Agreements, shall convey to Nordic the Nordic Easement free from the alleged title defects listed on Exhibit B, attached hereto (the "Alleged Title Defects"), within 30 days following the date hereof. In the event that the City so conveys the easement contemplated by the Easement PSA free from the Alleged Title Defects, the Nordic Deed shall be destroyed and the Premises shall remain property of the City, subject to the easement granted to Nordic. In the event that the City does not convey to Nordic the easement contemplated by the Easement PSA free from the Alleged Title Defects within the thirty day period following the date hereof, Nordic shall have the right (but not the obligation) at any time following the expiration of such thirty day period, to release and record the City/Nordic Deed, as its exclusive remedy for such failure to convey the Easement PSA free from the Alleged Title Defects.

D. Title Affidavits. Nordic and the City shall execute and deliver, in connection with the Closing, executed originals of such customary certificates, affidavits or letters of indemnity as the title insurance company issuing the title insurance policy on the Premises shall require in order to issue such policy and to omit therefrom all exceptions for unfiled mechanics', materialmens' or similar liens and parties in possession and brokers' liens;

E. Nonforeign Person Affidavit. Nordic and the City shall execute and deliver, in connection with the Closing, such affidavits and certificates, in form and substance reasonably satisfactory as may be requested by the City and Nordic;

F. Notification of Withholding Tax Requirement. Nordic and the City shall execute and deliver, in connection with the Closing, executed original certificates in form and substance reasonably satisfactory acknowledging receipt of notification of the withholding tax requirements of the State of Maine;

G. Maine Withholding. Nordic and the City shall execute and deliver, in connection with the Closing, such form as may be needed, to deduct and withhold a portion of the Purchase Price pursuant to 36 M.R.S.A. § 5250-A;

H. Underground Oil Storage Tank Certification. Nordic and the City shall execute and deliver, in connection with the Closing, a written notice, in form and substance reasonably satisfactory, which written notice shall certify the registration numbers of the underground oil storage facilities located on the Premises, the exact location of the facilities, whether or not they have been abandoned in place, and that the facilities are subject to regulation by the Maine Department of Environmental Protection;

I. Real Estate Transfer Tax Declaration. Nordic and the City shall execute and deliver, in connection with the Closing, a Real Estate Transfer Tax Declaration in the form required to be recorded with the deed and the real estate transfer tax imposed by the State of Maine shall be paid by the City and Nordic in accordance with law;

J. Prorations. Real estate taxes assessed by the City and water and sewer use charges (if any) shall be prorated as of the Closing Date;

K. Other Documents. Nordic and the City shall execute, acknowledge and deliver such other documents and items as Nordic's or the City's attorneys may reasonably require.

4. DEFAULT. In the event that either party is in default or fails to comply with any of the terms and conditions of this Agreement, the other party may terminate this Agreement and pursue all remedies available at law and equity, including, without limitation, an action for specific performance, it being agreed that no adequate remedy at law exists.

5. MISCELLANEOUS.

A. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. No party shall have the right to assign this Agreement without the prior consent of the other party.

B. Any notice relating in any way to this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier, addressed to the addresses first listed above, with copies to:

Representative of the City: William Kelly, Esq.  
Kelly & Associates, LLC  
96 High Street  
Belfast, ME 04915

Representative of Nordic: Joanna B. Tourangeau, Esq.  
Drummond Woodsum

84 Marginal Way, Suite 600  
Portland, ME 04101

and such notice shall be deemed delivered two (2) days after so posted. Either party may, by such manner of notice, substitute person or addresses for notice other than those listed above.

C. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing, signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

E. This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine. Any dispute requiring court action shall be first brought in Waldo County Superior Court.

F. Unless otherwise expressly provided, whenever a provision of this Agreement refers to a matter being satisfactory, it shall mean satisfactory in such party's sole discretion.

G. Time shall be of the essence hereunder, subject to the closing date being held as soon as practicable as described herein.

H. This Agreement may be executed in one or more counterparts, all of which shall collectively constitute a single instrument.

I. Any dates in this Agreement may be extended, at Nordic's option, in the event of any governmental action, including, without limitation, a moratorium on development, imposed, declared or otherwise instituted by a municipality or any other similar governmental authority for a number of days equal to the days such moratorium or similar government action is pending.

Disclosure. Except as and to the extent required by law, without the prior written consent of the other party, neither the City nor Nordic shall, nor shall their respective representatives or employees, directly or indirectly, make any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding, a transaction between the parties, or any of the terms, conditions or other aspects of the transactions proposed in this Agreement except that Nordic and its representatives are hereby authorized to disclose any aspect of this transaction in connection with the conduct of its pursuit of permits and due diligence.

Confidentiality. Except as and to the extent required by law, the City will not disclose or use, and it shall cause its representatives not to disclose or use any Confidential Information with

respect to Nordic furnished, or to be furnished, by Nordic in connection herewith at any time or in any manner except in connection with the transaction discussed in this Agreement or in furtherance of its due diligence review or efforts to secure financing for this transaction. For purposes of this letter of intent, "Confidential Information" means any information concerning the Nordic's assets, or the Premises; provided that it does not include information that the City can demonstrate (i) is generally available to or known by the public other than as a result of improper disclosure by the City or (ii) is obtained by the City from a source other than Nordic or its representatives, provided that such source was not bound by a duty of confidentiality to Nordic with respect to such information.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

CITY OF BELFAST

\_\_\_\_\_

By: \_\_\_\_\_  
Eric Sanders, Mayor

[INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

NORDIC AQUAFARMS, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Erik Heim  
Title: President

[INTENTIONALLY BLANK]

Exhibit A  
Deed from City to Nordic

QUITCLAIM DEED WITH COVENANT

**CITY OF BELFAST**, a municipal corporation having a mailing address of 131 Church Street, Belfast, Maine 04915, ("Grantor"), for consideration paid, grants to **NORDIC AQUAFARMS, INC.**, a Delaware corporation having an address of c/o Nordic Aquafarms, 511 Congress Street, Suite 500 Portland, ME 04101 ("Grantee") WITH QUITCLAIM COVENANT, a certain lot or parcel of land, together with the buildings and improvements thereon located on the easterly side of U.S. Route One in the City of Belfast, County of Waldo, and State of Maine, more particularly described as follows:

A certain lot or parcel of land, together with buildings thereon, situated in the City of Belfast, County of Waldo, State of Maine, more particularly bounded and described as follows:

Beginning at a 5/8" capped rebar set on the southeasterly line of Northport Ave. (U.S. Route One), in the center of a concrete culvert crossing said Northport Avenue, said rod marking the northwesterly corner of land formerly of Larry Theye and Betty Becker-Theye (reference Waldo County Registry of Deeds Book 1303, Page 184);

Thence N 31° 10' 24" E along said Northport Avenue a distance of four hundred eighty-one and three hundredths (481.03) feet to a 5/8" capped rebar set in the southwesterly corner of land now or formerly of Lyndon Morgan (for reference see deed recorded in the Waldo County Registry of Deeds in Book 1804, Page 307, parcel #1);

Thence S 39° 49' 26" E along land of said Morgan a distance of four hundred twenty-eight and ninety-seven hundredths (428.97) feet to an iron rod found;

Thence continuing S 39° 49' 26" E along land of said Morgan a distance of twenty-four (24) feet, more or less, to the high water mark of Penobscot Bay;

Thence generally southwesterly along said Bay a distance of four hundred twenty-five (425) feet, more or less, to a 5/8" capped rebar set in the end of a ditch marking land formerly of Larry Theye and Betty Becker-Theye, said rebar being located S 70° 54' 45" W a distance of three hundred twenty-two and ninety-one hundredths (322.91) feet from the last mentioned iron rod found and S 83° 52' 14" E a distance of two hundred nineteen and eighty-three (219.83) feet from the rebar at the point of beginning.

Thence northwesterly along the bottom of a ditch marking land now or formerly of Larry Theye and Betty Becker-Theye a distance of two hundred fifty (250) feet, more or less, to the point of beginning, containing 2.8 acres, more or less.

Meaning and intending to convey and hereby conveying the same premises described in a deed from William O. Poor to Phyllis J. Poor, dated July 1, 1991, recorded in the Waldo County Registry of Deeds in Book 1228, Page 346, and premises conveyed to said Phyllis and William Poor by deed from Frederick C. and Priscilla B. Kelly by deed recorded in said Registry in Book 957, Page 306. For further reference see deeds to William and Phyllis Poor from Frederick Poor

recorded in Book 691, Page 44, and from Douglas and Marion Tozier recorded in Book 724, Page 415.

The description above is based on a survey entitled "Boundary Survey of the Property of Phyllis J. Poor Estate" dated August 31, 2012, oriented to magnetic north, August, 2012, by Good Deeds, Inc.

ALSO releasing all right, title and interest to any land located between the northeasterly bound of the premises above described and land now or formerly of Lyndon Morgan as described in Waldo County Registry of Deeds Book 1804, Page 307.

Being those same premises conveyed to the within Grantors by deed of R. Kenneth Lindell and Barbara Gray, co-personal representatives of the Estate of Phyllis J. Poor, dated October 15, 2012 and recorded in the Waldo County Registry of Deeds in Book 3697, Page 5.

ALSO releasing any right, title or interest Grantors may have to enforce that use restriction set forth in a certain deed from Harriet L. Hartley to Fred R. Poor dated January 25, 1946 and recorded in the Waldo County Registry of Deeds in Book 452, Page 205.

ALSO granting and conveying all right, title and interest conveyed to Grantor under the so-called Hartley Rights deed given by Grantee to Grantor on July \_\_, 2021 and recorded at book \_\_, page \_\_ of the Waldo County Registry of Deeds.

[End of page. Execution page follows.]

IN WITNESS WHEREOF, the undersigned has set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF BELFAST

\_\_\_\_\_

By: \_\_\_\_\_  
Eric Sanders, Mayor

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_, 2021

Then personally appeared the above named Eric Sanders, in his capacity as the mayor of the City of Belfast, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

\_\_\_\_\_  
Notary Public/Maine Attorney at Law

Print name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Exhibit B  
Alleged Title Defects

1. Any right, title and interest of Jeffrey R. Mabee and Judith B Grace under a deed recorded in the Waldo County Registry of Deeds at Book 1221, Page 347 in the intertidal area more particularly described on Exhibit C (the "Eckrote Intertidal"). For an explanation of the claims of Jeffrey R. Mabee and Judith B Grace therein, further reference is made to Surveyor's Opinion regarding Mabee-Grace Survey by Donald R. Richards, P.L.S., L.F. recorded in the Waldo County Registry of Deeds at Book 4425, Page 165.
2. Any right, title and interest of Friends of the Harriet L. Hartley Conservation Area in and to the Eckrote Intertidal Area, which interest was assigned to it by Upstream Watch by an instrument dated November 4, 2019 in which Upstream Watch assigned its rights under a Conservation Easement Deed recorded in the Waldo County Registry of Deeds at Book 4367, Page 273 granted by Jeffrey R. Mabee and Judith B. Grace. For an explanation of the claims of Jeffrey R. Mabee and Judith B Grace on which this conveyance is based further reference is made to Surveyor's Opinion regarding Mabee-Grace Survey by Donald R. Richards, P.L.S., L.F. recorded in the Waldo County Registry of Deeds at Book 4425, Page 165.
3. Any right, title and interest of the heirs and/or assigns of Harriet L. Hartley, as a result of the following language appearing in a deed recorded at Book 452, Page 205 of the Waldo County Registry of Deeds as follows. "The lot or parcel of land herein described is conveyed to Fred R. Poor with the understanding it is to be used for residential purposes only, that no business for profit is to be conducted there unless agreed to by Harriet L. Harley, her heirs or assigns.", including any such interest of Jeffrey R. Mabee and Judith B. Grace; Lyndon W. Morgan; Gary Roughead Revocable Living Trust; J. Thomas Kent, Jr. and Joan L. Kent; Michael H. Giles and Jayne C Giles; Peter A Rasmussen and Adrienne R. Boissy; and their heirs, successors, and/or assigns as their interests may appear. Further reference is made to Surveyor's Opinion regarding Mabee-Grace Survey by Donald R. Richards, P.L.S., L.F. recorded in the Waldo County Registry of Deeds at Book 386, Page 453. Together with any right, title and interest of heirs of Harriet L. Hartley in the said use restriction, other than those released by the Hartley Rights. Specifically, any such interest of Richard B. Bell Jr. or his step children, Janet Cooper-Zelner and Elizabeth Cooper Rankin and Carol Bell Watson.

Any right, title and interest of heirs of Harriet L. Hartley in the Eckrote Intertidal Area, other than those released by the Hartley Rights. Further reference regarding this interest is made to Exhibit C, Note 6. Specifically, any such interest of Richard B. Bell Jr. or his step children, Janet Cooper-Zelner and Elizabeth Cooper Rankin whose interest, should it exist, would be 6% and Carol Bell Watson whose interest, should it exist, would be 1%.

Exhibit C  
ECKROTE INTERTIDAL DESCRIPTION

A certain lot or parcel of intertidal land located easterly of Route One (a.k.a. Northport Avenue) and on the westerly shore of Penobscot Bay in the City of Belfast, County of Waldo, State of Maine, shown as the 5.1 acre intertidal area on attached Exhibit 1 and being more particularly described as follows:

COMMENCING at a 5/8 inch rebar with survey cap stamped "GOOD DEEDS" found on the easterly right-of-way line of Route One at the most westerly corner of land of Lyndon G. Morgan as described in a deed recorded in Book 1804, Page 307 of the Waldo County Registry of Deeds.

THENCE S 54°53'45" E along said land of Morgan a distance of 429.01 feet to a 5/8 inch rebar found.

THENCE S 54°53'45" E along said land of Morgan a distance of 26.1 feet to the high water mark of Penobscot Bay and the **TRUE POINT OF BEGINNING**.

THENCE S 31°35'52" E along said intertidal land of Morgan a distance of 777 feet more or less to the low water mark of Penobscot Bay.

THENCE westerly, southeasterly, southwesterly, and northwesterly along said low water mark of Penobscot Bay a distance of 820 feet more or less to intertidal land of Donald K. Schweikert and Wendy W. Schweikert as described in a deed recorded in Book 4441, Page 184 of the Waldo County Registry of Deeds.

THENCE N 35°41'53" W along said intertidal land of Schweikert a distance of 834 feet more or less to the high water mark of Penobscot Bay at the mouth of a brook which is N 89°41'01" E a distance of 42.5 feet from a 5/8 inch rebar with survey cap stamped "GOOD DEEDS" found in the center of a gully which rebar is S 55°54'53" W a distance of 322.89 feet from said rebar found at said land of Morgan 26.1 feet from the high water mark of Penobscot Bay.

THENCE easterly and northeasterly along said high water mark of Penobscot Bay a distance of 440 feet more or less back to the True Point of Beginning.

MEANING and intending to describe 5.1 acres of intertidal land as shown on Exhibit C1 attached hereto.

The parcel described herein is the intertidal portion of that land conveyed from the Estate of Phyllis J. Poor to Richard Eckrote and Janet Eckrote as described in a deed recorded in Book 3697, Page 5 of the Waldo County Registry of Deeds, which intertidal land is also claimed by Jeffrey R. Mabee and Judith B. Grace in a real estate action pending before the Waldo County Superior Court entitled Jeffrey R. Mabee, et. al. v. Nordic Aquafarms, Inc, et. al., Docket Number RE-2019-18.

All directions are referenced to the Maine Coordinate System of 1983 (2011), East Zone. All distances are grid distances with a combined scale factor of 0.9999186.

Exhibit C1  
Depiction

Exhibit D  
Nordic Easement  
**EASEMENT**

**City of Belfast**, a municipal corporation having an address of 131 Church Street, Belfast, Maine 04915 (the “Grantor”), for consideration paid, grants unto **Nordic Aquafarms, Inc.** a Delaware corporation having an address of c/o Nordic Aquafarms, 159 High Street, Belfast, Maine 04915 (the “Grantee”), its successors and assigns forever, a permanent easement for aquaculture piping installation, operation and maintenance and a temporary easement allowing construction on the Property (defined below), which shall be recorded with the Waldo County Registry of Deeds and described as follows:

PERMANENT EASEMENT

The perpetual right to enter upon land granted and conveyed to the Grantor by deed of Richard Eckrote and Janet Eckrote, individuals with a mailing address of 42 Grandview Avenue, Lincoln Park, New Jersey, 07035, which deed is recorded at Book \_\_, Page \_\_ of the Waldo County Registry of Deeds (such land may be referred to herein as the “Property”) for the following purposes and together with additional rights as follows:

1. the right to install, operate, maintain, replace and remove and undertake all other activities deemed necessary in the sole judgment of Grantee and its contractors, consultants, successors and assigns to facilitate obtaining water from and discharging effluent into the Atlantic Ocean for its facility located adjacent to the Property with all necessary fixtures and appurtenances, including subsurface electric or other energized control lines as required for the operation of the said conduit and/or piping; and
2. the right to make connections with the conduits or piping at the boundaries of the Property; and
3. the right to trim, cut down, and/or remove bushes, grass, crops, trees or any other vegetation, to such extent as is necessary for any of these purposes in the sole judgment of Grantee; and
4. the right to change the existing surface grade of the Property as is reasonably necessary for any of these purposes; and
5. the right to enter on, alter and disturb the Property at any and all times for any of these purposes.

The Grantor reserves for itself, its successors and assigns the use and enjoyment of the Property for any purpose that does not interfere with the rights granted to Grantee, its successors and assigns; and further provided that none of the following improvements may be made by the Grantor, without the written permission of the Grantee:

1. No buildings or any other permanent structures shall be erected or placed on the Property except that Grantor shall consent to installation of a pump house should Grantee, in its sole discretion, determine one is needed to obtain necessary quality or quantity of discharge or intake.

2. No earth shall be removed, no fill may be added, and no other change shall be made to the final designed surface grade of the Property without the written permission of Grantee.

3. Grantor shall not disturb the soil or install any structures or improvements, impermeable surfaces, or any facilities beyond those typical for passive recreation on the Property.

### TEMPORARY CONSTRUCTION RIGHTS

The right, for the period of time beginning as of the date hereof and through the construction of the project in accordance with the approvals, permits and licenses as authorized by the City of Belfast, State of Maine, and U.S. Army Corps of Engineers as such authorizations may be modified or amended from time to time, to enter upon the Property for the purposes of completing the construction of Grantee's land-based aquaculture facility ("Project").

Said right may include, but is not limited to, necessary excavating, placing of fill material, dredging, curbing, loaming, seeding, paving, installation of structures such as piping, culverts and sedimentation and erosion control structures, removal of trees, shrubs, bushes and other growth, selective cutting, trimming, and other necessary incidental work in grading and revegetating and stabilizing said adjoining land, in addition to the temporary placement of utility poles including all related fixtures, overhead wires, guys, etc. in order to allow for Project construction in accordance with all governing regulations and other requirements of law.

The rights granted with respect to the Temporary Easement Area are:

The right to enter upon the Property to install piping and perform the work as set forth herein.

Said right may include, but is not limited to, necessary excavating, placing of fill material, dredging, curbing, loaming, seeding, paving, installation of structures such as piping, culverts and sedimentation and erosion control structures, removal of trees, shrubs, bushes and other growth, selective cutting, trimming, and other necessary incidental work in grading and revegetating and stabilizing said adjoining land, in addition to the temporary placement of utility poles including all related fixtures, overhead wires, guys, etc. in order to allow for Project construction in accordance with all governing regulations and other requirements of law.

IN WITNESS WHEREOF, the said City of Belfast, has caused this instrument to be executed by \_\_\_\_\_, its \_\_\_\_\_, thereunto duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF BELFAST

By: \_\_\_\_\_  
Erin Herbig, City Manager

State of Maine  
County of \_\_\_\_\_ Date: \_\_\_\_\_, 2021

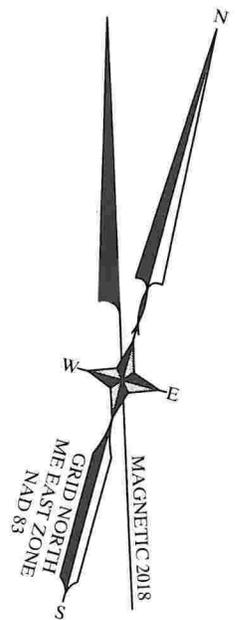
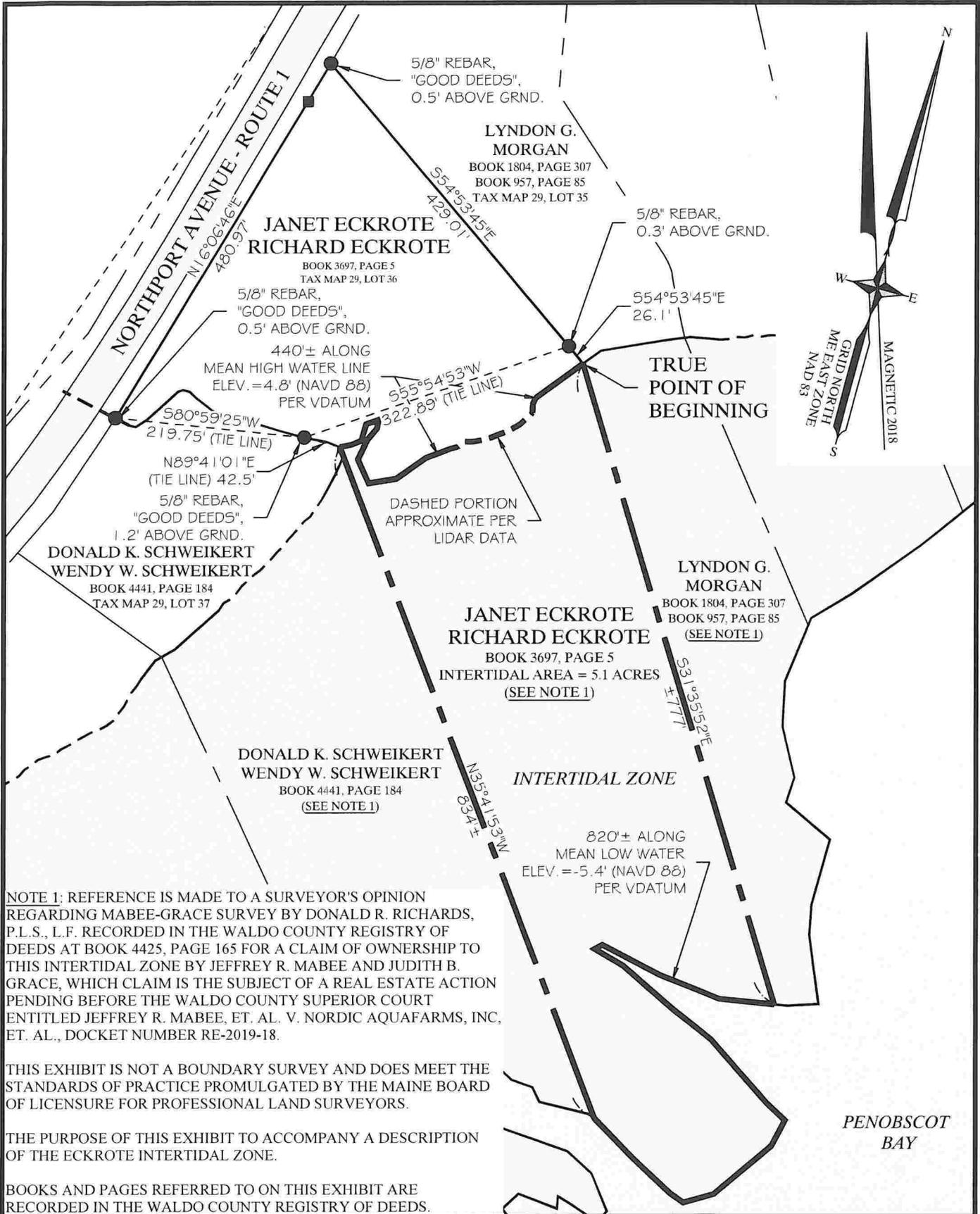
Personally appeared the above named \_\_\_\_\_, duly authorized, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of the City of Belfast.

Before me, \_\_\_\_\_  
Attorney/Notary Public

Print Name:

\_\_\_\_\_

My Commission expires \_\_\_\_\_



**Gartley & Dorsky**  
ENGINEERING & SURVEYING

59B Union Street P.O. Box 1031 Camden, ME 04843-1031  
Ph. (207) 236-4365 Fax. (207) 236-3055 Toll Free 1-888-282-4365  
165 Main Street Suite 2D P.O. Box 1072 Damariscotta, Maine 04543  
Ph. (207) 790-5005

**EXHIBIT 1**  
BELFAST, WALDO COUNTY, MAINE

JUNE 29, 2021

PROJ. NO. 18-352

SCALE: 1" = 150'



## William Kelly

---

**From:** William Kelly <bkelly11@bluestreakme.com>  
**Sent:** Monday, July 5, 2021 12:14 PM  
**To:** 'David M. Kallin'  
**Cc:** 'Peter D. Klein'  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment  
**Attachments:** PS - City \_ Nordic - v. 3 wsk edits proposed 7-5-21.DOC

David and Peter

Here are my proposed edits. The substantive changes are really to the Easement Deed. Please send me the proposed deed from Eckrote to the City. It seems that should be an exhibit as well. The deed into the City and the deed out of the City should mirror each other.

I have left in the date of July 30, subject to the right of the City to close within 45 days of the date the City executes the Purchase and Sale Agreement. As we know, the July 30 is not a likely date as I do not yet have a final form Appraisal, but I have modified paragraph 5(G) with some as soon as practicable language, and therefore we can view July 30 as a reference to the "as soon as practicable" date of closing.

The DRAFT attached is subject to further review, edit and approval by the City Council of the City of Belfast.

Thank you.

Bill

---

**From:** David M. Kallin <DKallin@dwmlaw.com>  
**Sent:** Friday, July 2, 2021 9:54 AM  
**To:** 'William Kelly' <bkelly11@bluestreakme.com>  
**Cc:** Peter D. Klein <PKlein@dwmlaw.com>  
**Subject:** Real Estate Negotiations Pursuant to 4th Amendment

Bill,

See attached for an updated P&S regarding the new waterfront parcel and necessary project rights contemplated in the 4<sup>th</sup> Amendment to the project agreements. This is an update to the previously circulated draft that (1) updates to reflect the current status of Nordic's work to deliver to the City the Eckrote rights in the new waterfront parcel, (2) cleans up the typos you flagged previously regarding the book and page citations in the Alleged Title Defects, and (3) includes the current state of the drafts of property descriptions and of the scope of the proposed easement regarding the Necessary Project Rights (which may get further refined as we approach the closings contemplated in the P&S). We're sending this reserving our client's right to review and offer edits, but wanted to get something for you to look at.

I've copied Pete Klein who will be handling most of the transaction documents for the various closings between Nordic, the City, and the Water District.

Let me know if you have thoughts or questions,  
Dave

David M. Kallin  
Attorney  
Drummond Woodsum  
207.253.0572 Direct | [DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made this \_\_\_th day of July, 2021 (the "Effective Date") by and among the **City of Belfast**, with a mailing address of 131 Church Street, Belfast, Maine (the "City"), and **Nordic Aquafarms, Inc.** a Delaware corporation having an address of c/o Nordic Aquafarms, 511 Congress Street, Suite 500 Portland, ME 04101 ("Nordic");

WHEREAS, Nordic has arranged for the acquisition of real property located at 282 Northport Avenue, Belfast, Maine, identified on the City of Belfast Tax Map 29 as Lot 36, and all rights appurtenant thereto, which for the avoidance of doubt includes the Eckrote Intertidal as defined on Exhibit C (the "Premises") from Richard and Janet Eckrote (the "Seller"); and

WHEREAS, the Seller and Nordic entered into an Easement Purchase and Sale Agreement dated August 6, 2018, as later clarified and extended, pursuant to which the Seller agreed to convey to Nordic, and Nordic agreed to purchase from Seller, a perpetual subsurface easement as more fully described therein (the "Easement PSA"); and

WHEREAS, Nordic is the Grantee of rights under certain release deeds given by David Wesley Bell, Karen L. Stockunas, Constance Daily, Barbara Bell, Sandra L. Bell, David Woods, Marcia L. Woods, Robert L. Burger, Robert L. Burger II, and Thomas A. Burger as heirs of Harriet Hartley, which release deeds are recorded in the Waldo County Registry of Deeds and pursuant to which the said individuals released to Nordic any right, title and interest they might have had in the real property conveyed to the said Harriet L. Hartley under a deed recorded in the Waldo County Registry of Deeds at Book 386, Page 453 (the "Hartley Rights"); and

WHEREAS, the City and Nordic are parties, together with the Belfast Water District ("BWD"), to a certain Options and Purchase Agreement dated January 30, 2018, as amended from time to time, through to the Fourth Amendment to date (as so amended, the "Options Agreement"); and

WHEREAS, pursuant to the Options Agreement, Nordic shall acquire from the BWD real property upon which it will construct an aquaculture facility in accordance with certain governmental approvals, as more fully described therein; and

WHEREAS, pursuant to the Options Agreement, the City shall acquire property described as the "Waterfront Parcel", together with parking and easement rights described in the said Options Agreement; and

WHEREAS, the Waterfront Parcel will allow the City to provide access to a recreational walking trail system located on the Waterfront Parcel together with significant other public benefit for the City and the BWD; and

WHEREAS, the Premises is located adjacent to the Waterfront Parcel and, if acquired by the City, would allow the City to extend the walking trail system on the

Waterfront Parcel to the Premises which would give the public access to Penobscot Bay and the Atlantic Ocean, which access is not possible from the Waterfront Parcel; and

WHEREAS, Nordic is willing to pay for the Premises to be transferred to the City and facilitate additional public benefits described in the foregoing recitals in accordance with the terms and conditions set forth below; and

WHEREAS, the City and Nordic also enter into this Agreement in furtherance of the purpose of the Options Agreement, namely the construction of the aquaculture facility by Nordic and the City's ability to provide public benefits to the BWD, the general public and, more specifically residents of the City; and

WHEREAS, the Seller has delivered to Nordic two deeds and related transfer documents regarding the Premises, one of which deeds conveys the Premises to the City (the "City Deed") and one of which deeds conveys the Premises to Nordic (the "Nordic Deed") to be held in escrow by Nordic and to be released and recorded as contemplated under the terms of this Agreement; and

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained herein, the parties agree as follows:

1. TIME FOR PERFORMANCE; DELIVERY OF DEED. In furtherance of and subject to the Fourth Amendment to the Options and Evaluations Agreements, the Closing contemplated by this agreement involves (i) the release and recording of the City Deed, (ii) Nordic delivering to the City and recording a release deed conveying the Hartley Rights pertaining to the Premises to the City (the "Hartley Rights Deed"), and (iii) the City delivering to Nordic a deed to the Premises (the "City/Nordic Deed"), which deed from the City to Nordic shall be held by Nordic and released and recorded as described below, and (iv) after the Closing Date but within 30 days following the date hereof the City delivering to Nordic an easement as set forth on Exhibit D together with the additional Necessary Project Rights, as described and defined below (the "Nordic Easement"). The Closing shall occur at such time (during normal business hours) and on such a business day (the "Closing Date") as may be agreed by the City and Nordic by delivery of original documents to counsel for Nordic who will record the documents contemplated hereby and disburse the sale proceeds to Seller in accordance with a settlement statement signed by Nordic and Seller, but in no event shall the Closing shall take place later than July 30, 2021 (the "Outside Closing Date"), or 45 days from the date of execution of this Agreement by the City of Belfast, whichever is sooner. In the event that either (i) the Closing does not occur on or before the Outside Closing Date or (ii) the City does not acquire the Necessary Project Rights (as defined below) within 45~~30~~ days following the date of execution of this Agreement by the City of Belfast~~thereof~~, Nordic shall have the right, but not the obligation, to terminate this Agreement at any time thereafter by giving written notice to the City and shall thereafter be relieved of all liability hereunder. Upon such termination, Nordic shall have the right to release and record the Nordic Deed, and this Agreement shall be deemed null and void.

2. NO MERGER. The rights granted to Nordic hereunder and to be granted to Nordic in the Nordic Deed shall not merge with those rights contemplated by the Easement PSA, it being the expressed intention that the Easement PSA shall remain in full force and effect unless and until the same is terminated by Nordic.

3. CLOSING DOCUMENTS. At the Closing:

A. Deed. Nordic shall release to the City the City Deed and the Hartley Rights Deed;

B. Nordic Deed. The City shall, prior to the release and delivery of the City Deed, deliver to Nordic the City/Nordic Deed, which shall be held by Nordic and released and recorded in accordance with the terms described below.

C. Nordic Easement. The City, subject to and consistent with the City using best reasonable efforts as described in the Fourth Amendment to the Options and Evaluation Agreements, shall convey to Nordic the Nordic Easement free from the alleged title defects listed on Exhibit B, attached hereto (the "Alleged Title Defects"), within 30 days following the date hereof. In the event that the City so conveys the easement contemplated by the Easement PSA free from the Alleged Title Defects, the Nordic Deed shall be destroyed and the Premises shall remain property of the City, subject to the easement granted to Nordic. In the event that the City does not convey to Nordic the easement contemplated by the Easement PSA free from the Alleged Title Defects within the ~~forty-five~~<sup>thirty</sup>-day period following the date hereof, Nordic shall have the right (but not the obligation) at any time following the expiration of such ~~forty-five~~<sup>thirty</sup>-day period, to release and record the City/Nordic Deed, as its exclusive remedy for such failure to convey the Easement PSA free from the Alleged Title Defects.

D. Title Affidavits. Nordic and the City shall execute and deliver, in connection with the Closing, executed originals of such customary certificates, affidavits or letters of indemnity as the title insurance company issuing the title insurance policy on the Premises shall require in order to issue such policy and to omit therefrom all exceptions for unfiled mechanics', materialmen's or similar liens and parties in possession and brokers' liens;

E. Nonforeign Person Affidavit. Nordic and the City shall execute and deliver, in connection with the Closing, such affidavits and certificates, in form and substance reasonably satisfactory as may be requested by the City and Nordic;

F. Notification of Withholding Tax Requirement. Nordic and the City shall execute and deliver, in connection with the Closing, executed original certificates in form and substance reasonably satisfactory acknowledging receipt of notification of the withholding tax requirements of the State of Maine;

G. Maine Withholding. Nordic and the City shall execute and deliver, in connection with the Closing, such form as may be needed, to deduct and withhold a portion of the Purchase Price pursuant to 36 M.R.S.A. § 5250-A;

H. Underground Oil Storage Tank Certification. Nordic and the City shall execute and deliver, in connection with the Closing, a written notice, in form and substance reasonably satisfactory, which written notice shall certify the registration numbers of the underground oil storage facilities located on the Premises, the exact location of the facilities, whether or not they have been abandoned in place, and that the facilities are subject to regulation by the Maine Department of Environmental Protection;

I. Real Estate Transfer Tax Declaration. Nordic and the City shall execute and deliver, in connection with the Closing, a Real Estate Transfer Tax Declaration in the form required to be recorded with the deed and the real estate transfer tax imposed by the State of Maine shall be paid by the City and Nordic in accordance with law;

J. Prorations. Real estate taxes assessed by the City and water and sewer use charges (if any) shall be prorated as of the Closing Date;

K. Other Documents. Nordic and the City shall execute, acknowledge and deliver such other documents and items as Nordic's or the City's attorneys may reasonably require.

4. DEFAULT. Subject to and pursuant to the Fourth Amendment of the Options and Evaluations Agreement. In the event that either party is in default or fails to comply with any of the terms and conditions of this Agreement, the other party may terminate this Agreement and pursue all remedies available at law and equity, including, without limitation, an action for specific performance, it being agreed that no adequate remedy at law exists.

5. MISCELLANEOUS.

A. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. No party shall have the right to assign this Agreement without the prior consent of the other party.

B. Any notice relating in any way to this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier, addressed to the addresses first listed above, with copies to:

Representative of the City: William Kelly, Esq.  
Kelly & Associates, LLC  
96 High Street  
Belfast, ME 04915

Representative of Nordic: Joanna B. Tourangeau, Esq.

Drummond Woodsum  
84 Marginal Way, Suite 600  
Portland, ME 04101

and such notice shall be deemed delivered two (2) days after so posted. Either party may, by such manner of notice, substitute person or addresses for notice other than those listed above.

C. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing, signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

E. This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine. Any dispute requiring court action shall be first brought in Waldo County Superior Court.

F. Unless otherwise expressly provided, whenever a provision of this Agreement refers to a matter being satisfactory, it shall mean satisfactory in such party's sole discretion.

G. ~~Time shall be of the essence hereunder, subject to~~ The closing date shall be being held as soon as practicable, prior to the expiration of the 45 day period, as described herein.

H. This Agreement may be executed in one or more counterparts, all of which shall collectively constitute a single instrument.

I. Any dates in this Agreement may be extended, at Nordic's option, in the event of any governmental action, including, without limitation, a moratorium on development, imposed, declared or otherwise instituted by a municipality or any other similar governmental authority for a number of days equal to the days such moratorium or similar government action is pending.

Disclosure. Except as and to the extent required by law, without the prior written consent of the other party, neither the City nor Nordic shall, nor shall their respective representatives or employees, directly or indirectly, make any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding, a transaction between the parties, or any of the terms, conditions or other aspects of the transactions proposed in this Agreement except that Nordic and its representatives are hereby authorized to disclose any aspect of this transaction in connection with the conduct of its pursuit of permits and due diligence.

Confidentiality. Except as and to the extent required by law, the City will not disclose or use, and it shall cause its representatives not to disclose or use any Confidential Information with respect to Nordic furnished, or to be furnished, by Nordic in connection herewith at any time or in any manner except in connection with the transaction discussed in this Agreement or in furtherance of its due diligence review or efforts to secure financing for this transaction. For purposes of this letter of intent, “Confidential Information” means any information concerning the Nordic’s assets, or the Premises; provided that it does not include information that the City can demonstrate (i) is generally available to or known by the public other than as a result of improper disclosure by the City or (ii) is obtained by the City from a source other than Nordic or its representatives, provided that such source was not bound by a duty of confidentiality to Nordic with respect to such information.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

CITY OF BELFAST

\_\_\_\_\_

By: \_\_\_\_\_  
Eric Sanders, Mayor

[INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

NORDIC AQUAFARMS, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Erik Heim  
Title: President

[INTENTIONALLY BLANK]

Exhibit A  
Deed from City to Nordic

MUNICIPAL QUITCLAIM DEED WITH COVENANT

**CITY OF BELFAST**, a municipal corporation having a mailing address of 131 Church Street, Belfast, Maine 04915, (“Grantor”), for consideration paid, Releases all of its right, title and interest grants to **NORDIC AQUAFARMS, INC.**, a Delaware corporation having an address of c/o Nordic Aquafarms, 511 Congress Street, Suite 500 Portland, ME 04101 (“Grantee”) ~~WITH QUITCLAIM COVENANT~~, in and to a certain lot or parcel of land, together with the buildings and improvements thereon located on the easterly side of U.S. Route One in the City of Belfast, County of Waldo, and State of Maine, more particularly described as follows:

A certain lot or parcel of land, together with buildings thereon, situated in the City of Belfast, County of Waldo, State of Maine, more particularly bounded and described as follows:

Beginning at a 5/8" capped rebar set on the southeasterly line of Northport Ave. (U.S. Route One), in the center of a concrete culvert crossing said Northport Avenue, said rod marking the northwesterly corner of land formerly of Larry Theye and Betty Becker-Theye (reference Waldo County Registry of Deeds Book 1303, Page 184);

Thence N 31° 10' 24" E along said Northport Avenue a distance of four hundred eighty-one and three hundredths (481.03) feet to a 5/8" capped rebar set in the southwesterly corner of land now or formerly of Lyndon Morgan (for reference see deed recorded in the Waldo County Registry of Deeds in Book 1804, Page 307, parcel #1);

Thence S 39° 49' 26" E along land of said Morgan a distance of four hundred twenty-eight and ninety-seven hundredths (428.97) feet to an iron rod found;

Thence continuing S 39° 49' 26" E along land of said Morgan a distance of twenty-four (24) feet, more or less, to the high water mark of Penobscot Bay;

Thence generally southwesterly along said Bay a distance of four hundred twenty-five (425) feet, more or less, to a 5/8" capped rebar set in the end of a ditch marking land formerly of Larry Theye and Betty Becker-Theye, said rebar being located S 70° 54' 45" W a distance of three hundred twenty-two and ninety-one hundredths (322.91) feet from the last mentioned iron rod found and S 83° 52' 14" E a distance of two hundred nineteen and eighty-three (219.83) feet from the rebar at the point of beginning.

Thence northwesterly along the bottom of a ditch marking land now or formerly of Larry Theye and Betty Becker-Theye a distance of two hundred fifty (250) feet, more or less, to the point of beginning, containing 2.8 acres, more or less.

Meaning and intending to convey and hereby conveying the same premises described in a deed from William O. Poor to Phyllis J. Poor, dated July 1, 1991, recorded in the Waldo County Registry of Deeds in Book 1228, Page 346, and premises conveyed to said Phyllis and William Poor by deed from Frederick C. and Priscilla B. Kelly by deed recorded in said Registry in Book 957, Page 306. For further reference see deeds to William and Phyllis Poor from Frederick Poor

recorded in Book 691, Page 44, and from Douglas and Marion Tozier recorded in Book 724, Page 415.

The description above is based on a survey entitled "Boundary Survey of the Property of Phyllis J. Poor Estate" dated August 31, 2012, oriented to magnetic north, August, 2012, by Good Deeds, Inc.

ALSO releasing all right, title and interest to any land located between the northeasterly bound of the premises above described and land now or formerly of Lyndon Morgan as described in Waldo County Registry of Deeds Book 1804, Page 307.

Being those same premises conveyed to the within Grantors by deed of R. Kenneth Lindell and Barbara Gray, co-personal representatives of the Estate of Phyllis J. Poor, dated October 15, 2012 and recorded in the Waldo County Registry of Deeds in Book 3697, Page 5.

ALSO releasing any right, title or interest Grantors may have to enforce that use restriction set forth in a certain deed from Harriet L. Hartley to Fred R. Poor dated January 25, 1946 and recorded in the Waldo County Registry of Deeds in Book 452, Page 205.

ALSO granting and conveying all right, title and interest conveyed to Grantor under the so-called Hartley Rights deed given by Grantee to Grantor on July \_\_, 2021 and recorded at book \_\_, page \_\_ of the Waldo County Registry of Deeds.

[End of page. Execution page follows.]

IN WITNESS WHEREOF, the undersigned has set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF BELFAST

\_\_\_\_\_

By: \_\_\_\_\_  
Eric Sanders, Mayor

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_, 2021

Then personally appeared the above named Eric Sanders, in his capacity as the mayor of the City of Belfast, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

\_\_\_\_\_  
Notary Public/Maine Attorney at Law

Print name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Exhibit B  
Alleged Title Defects

1. Any right, title and interest of Jeffrey R. Mabee and Judith B Grace under a deed recorded in the Waldo County Registry of Deeds at Book 1221, Page 347 in the intertidal area more particularly described on Exhibit C (the "Eckrote Intertidal"). For an explanation of the claims of Jeffrey R. Mabee and Judith B Grace therein, further reference is made to Surveyor's Opinion regarding Mabee-Grace Survey by Donald R. Richards, P.L.S., L.F. recorded in the Waldo County Registry of Deeds at Book 4425, Page 165.
2. Any right, title and interest of Friends of the Harriet L. Hartley Conservation Area in and to the Eckrote Intertidal Area, which interest was assigned to it by Upstream Watch by an instrument dated November 4, 2019 in which Upstream Watch assigned its rights under a Conservation Easement Deed recorded in the Waldo County Registry of Deeds at Book 4367, Page 273 granted by Jeffrey R. Mabee and Judith B. Grace. For an explanation of the claims of Jeffrey R. Mabee and Judith B Grace on which this conveyance is based further reference is made to Surveyor's Opinion regarding Mabee-Grace Survey by Donald R. Richards, P.L.S., L.F. recorded in the Waldo County Registry of Deeds at Book 4425, Page 165.
3. Any right, title and interest of the heirs and/or assigns of Harriet L. Hartley, as a result of the following language appearing in a deed recorded at Book 452, Page 205 of the Waldo County Registry of Deeds as follows. "The lot or parcel of land herein described is conveyed to Fred R. Poor with the understanding it is to be used for residential purposes only, that no business for profit is to be conducted there unless agreed to by Harriet L. Harley, her heirs or assigns.", including any such interest of Jeffrey R. Mabee and Judith B. Grace; Lyndon W. Morgan; Gary Roughead Revocable Living Trust; J. Thomas Kent, Jr. and Joan L. Kent; Michael H. Giles and Jayne C Giles; Peter A Rasmussen and Adrienne R. Boissy; and their heirs, successors, and/or assigns as their interests may appear. Further reference is made to Surveyor's Opinion regarding Mabee-Grace Survey by Donald R. Richards, P.L.S., L.F. recorded in the Waldo County Registry of Deeds at Book 386, Page 453. Together with any right, title and interest of heirs of Harriet L. Hartley in the said use restriction, other than those released by the Hartley Rights. Specifically, any such interest of Richard B. Bell Jr. or his step children, Janet Cooper-Zelner and Elizabeth Cooper Rankin and Carol Bell Watson.

Any right, title and interest of heirs of Harriet L. Hartley in the Eckrote Intertidal Area, other than those released by the Hartley Rights. Further reference regarding this interest is made to Exhibit C, Note 6. Specifically, any such interest of Richard B. Bell Jr. or his step children, Janet Cooper-Zelner and Elizabeth Cooper Rankin whose interest, should it exist, would be 6% and Carol Bell Watson whose interest, should it exist, would be 1%.

Exhibit C  
ECKROTE INTERTIDAL DESCRIPTION

A certain lot or parcel of intertidal land located easterly of Route One (a.k.a. Northport Avenue) and on the westerly shore of Penobscot Bay in the City of Belfast, County of Waldo, State of Maine, shown as the 5.1 acre intertidal area on attached Exhibit 1 and being more particularly described as follows:

COMMENCING at a 5/8 inch rebar with survey cap stamped "GOOD DEEDS" found on the easterly right-of-way line of Route One at the most westerly corner of land of Lyndon G. Morgan as described in a deed recorded in Book 1804, Page 307 of the Waldo County Registry of Deeds.

THENCE S 54°53'45" E along said land of Morgan a distance of 429.01 feet to a 5/8 inch rebar found.

THENCE S 54°53'45" E along said land of Morgan a distance of 26.1 feet to the high water mark of Penobscot Bay and the **TRUE POINT OF BEGINNING**.

THENCE S 31°35'52" E along said intertidal land of Morgan a distance of 777 feet more or less to the low water mark of Penobscot Bay.

THENCE westerly, southeasterly, southwesterly, and northwesterly along said low water mark of Penobscot Bay a distance of 820 feet more or less to intertidal land of Donald K. Schweikert and Wendy W. Schweikert as described in a deed recorded in Book 4441, Page 184 of the Waldo County Registry of Deeds.

THENCE N 35°41'53" W along said intertidal land of Schweikert a distance of 834 feet more or less to the high water mark of Penobscot Bay at the mouth of a brook which is N 89°41'01" E a distance of 42.5 feet from a 5/8 inch rebar with survey cap stamped "GOOD DEEDS" found in the center of a gully which rebar is S 55°54'53" W a distance of 322.89 feet from said rebar found at said land of Morgan 26.1 feet from the high water mark of Penobscot Bay.

THENCE easterly and northeasterly along said high water mark of Penobscot Bay a distance of 440 feet more or less back to the True Point of Beginning.

MEANING and intending to describe 5.1 acres of intertidal land as shown on Exhibit C1 attached hereto.

The parcel described herein is the intertidal portion of that land conveyed from the Estate of Phyllis J. Poor to Richard Eckrote and Janet Eckrote as described in a deed recorded in Book 3697, Page 5 of the Waldo County Registry of Deeds, which intertidal land is also claimed by Jeffrey R. Mabee and Judith B. Grace in a real estate action pending before the Waldo County Superior Court entitled Jeffrey R. Mabee, et. al. v. Nordic Aquafarms, Inc, et. al., Docket Number RE-2019-18.

All directions are referenced to the Maine Coordinate System of 1983 (2011), East Zone. All distances are grid distances with a combined scale factor of 0.9999186.

Exhibit C1  
Depiction

Exhibit D  
Nordic Easement  
**EASEMENT**

**City of Belfast**, a municipal corporation having an address of 131 Church Street, Belfast, Maine 04915 (the “Grantor”), for consideration paid, grants unto **Nordic Aquafarms, Inc.** a Delaware corporation having an address of c/o Nordic Aquafarms, 159 High Street, Belfast, Maine 04915 (the “Grantee”), its successors and assigns forever, a permanent easement for aquaculture piping installation, operation and maintenance and a temporary easement allowing construction on the Property (defined below), which shall be recorded with the Waldo County Registry of Deeds and described as follows:

PERMANENT EASEMENT

The perpetual right to enter upon land granted and conveyed to the Grantor by deed of Richard Eckrote and Janet Eckrote, individuals with a mailing address of 42 Grandview Avenue, Lincoln Park, New Jersey, 07035, which deed is recorded at Book \_\_, Page \_\_ of the Waldo County Registry of Deeds (such land may be referred to herein as the “Property”) for the following purposes and together with additional rights as follows:

1. the right to install, operate, maintain, replace and remove and undertake all other activities deemed necessary ~~in the sole judgment of Grantee and its contractors, consultants, successors and assigns~~ to facilitate obtaining water from and discharging effluent into the Atlantic Ocean for its facility located adjacent to the Property with all necessary fixtures and appurtenances, including subsurface electric or other energized control lines as required for the operation of the said conduit and/or piping; and
2. the right to make connections with the conduits or piping at the boundaries of the Property; and
3. the right to trim, cut down, and/or remove bushes, grass, crops, trees or any other vegetation, to such extent as is necessary for any of these purposes in the ~~reasonable~~ judgment of Grantee; and
4. the right to change the existing surface grade of the Property as is reasonably necessary for any of these purposes; and
5. the right to enter on, alter and disturb the Property at any and all times for any of these purposes ~~upon reasonable written notice to the City of Belfast, which shall not be less than 48 hours, except in the case of an emergency.~~
6. ~~Prior to the commencement of the activities referenced above, the Grantee shall meet with the appropriate officials of the City of Belfast and provide topographical and engineering plans to depict the installation, maintenance and replacement of the activities described above, and Grantee shall take into consideration and implement such reasonable~~

requests as the City of Belfast may make to coordinate such activities with the then current and future public use and maintenance of the premises by the City of Belfast

The Grantor reserves for itself, its successors and assigns the each and every use, development, and enjoyment of the Property for any purpose that does not unreasonably interfere with the rights granted to Grantee, its successors and assigns, ~~and further provided that none of the following improvements may be made by the Grantor, without the written permission of the Grantee:~~

- ~~1. No buildings or any other permanent structures shall be erected or placed on the Property except that Grantor shall consent to installation of a pump house should Grantee, in its sole discretion, determine one is needed to obtain necessary quality or quantity of discharge or intake.~~
- ~~2. No earth shall be removed, no fill may be added, and no other change shall be made to the final designed surface grade of the Property without the written permission of Grantee.~~
- ~~3. Grantor shall not disturb the soil or install any structures or improvements, impermeable surfaces, or any facilities beyond those typical for passive recreation on the Property.~~

#### TEMPORARY CONSTRUCTION RIGHTS

The right, for the period of time beginning as of the date hereof and through the construction of the project in accordance with the approvals, permits and licenses as authorized by the Code and Planning Office of the City of Belfast, State of Maine, and U.S. Army Corps of Engineers as such authorizations may be modified or amended from time to time, to enter upon the Property for the purposes of completing the construction of Grantee's land-based aquaculture facility ("Project"). All approvals shall be obtained by the Grantee and at Grantee's expense; in its sole discretion the Code and Planning Office of the City of Belfast shall independently review and apply the then current Belfast Code of Ordinances and Belfast Planning Board participation as required.

Said right may include, but is not limited to, necessary excavating, placing of fill material, dredging, curbing, loaming, seeding, paving, installation of structures such as piping, culverts and sedimentation and erosion control structures, removal of trees, shrubs, bushes and other growth, selective cutting, trimming, and other necessary incidental work in grading and revegetating and stabilizing said adjoining land, in addition to the temporary placement of utility poles including all related fixtures, overhead wires, guys, etc. in order to allow for Project construction in accordance with all governing regulations and other requirements of law.

The rights granted with respect to the Temporary Easement Area are:

The right to enter upon the Property to install piping and perform the work as set forth herein, subject to the conditions described above.

Said right may include, but is not limited to, necessary excavating, placing of fill material, dredging, curbing, loaming, seeding, paving, installation of structures such as piping, culverts and sedimentation and erosion control structures, removal of trees, shrubs, bushes and other growth, selective cutting, trimming, and other necessary incidental work in grading and revegetating and stabilizing said adjoining land, in addition to the temporary placement of utility poles including all related fixtures, overhead wires, guys, etc. in order to allow for Project construction in accordance with all governing regulations and other requirements of law, which shall be removed in an expeditious manner after completion of work requiring electricity.

**IN WITNESS WHEREOF**, the said City of Belfast, has caused this instrument to be executed by Eric Sanders, its Mayor, thereunto duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF BELFAST

By: Eric Sanders, Mayor  
Erin Herbig, City Manager

State of Maine  
County of \_\_\_\_\_ Date: \_\_\_\_\_, 2021

Personally appeared the above named Eric Sanders, duly authorized, and acknowledged the foregoing instrument to be his/~~her~~ free act and deed in his/~~her~~ said capacity and the free act and deed of the City of Belfast.

Before me, \_\_\_\_\_  
Attorney/Notary Public

Print Name:

\_\_\_\_\_

My Commission ex

## William Kelly

---

**From:** Peter D. Klein <PKlein@dwmlaw.com>  
**Sent:** Tuesday, July 6, 2021 12:34 PM  
**To:** 'William Kelly'; David M. Kallin  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment  
**Attachments:** PS - City \_ Nordic re Eckrote w City 7 6 21.DOC

Bill – thanks for the update. We definitely understand the need to get this document in final and circulated as soon as possible so the City Council can consider it on Thursday.

We have just a few additional edits, after accepting your proposed edits. They show in redline in the attached. We also have included comments where appropriate to try and explain our thinking on the proposed additional edits. If easier to discuss over the phone I can be available all afternoon. The easiest way to reach me is my cell phone – 318-2410.

Thanks,

Pete

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**From:** William Kelly <bkelly11@bluestreakme.com>  
**Sent:** Tuesday, July 6, 2021 12:09 PM  
**To:** David M. Kallin <DKallin@dwmlaw.com>; Peter D. Klein <PKlein@dwmlaw.com>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

Dave and Peter

Just want to let you know that if the City Council is going to meet to review the P & S this week, it is only Thursday evening that is possible at this point, and I need to give them the P & S today, if possible, so they may review it and the appraisal to review before Thursday. These folks have jobs during the day, and its about 150 pages combined to get through.

So, not to rush you, but that is what is happening on this end.

Thanks.

Bill

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**From:** William Kelly <bkelly11@bluestreakme.com>  
**Sent:** Monday, July 5, 2021 12:14 PM  
**To:** 'David M. Kallin' <DKallin@dwmlaw.com>  
**Cc:** 'Peter D. Klein' <PKlein@dwmlaw.com>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

David and Peter

Here are my proposed edits. The substantive changes are really to the Easement Deed. Please send me the proposed deed from Eckrote to the City. It seems that should be an exhibit as well. The deed into the City and the deed out of the City should mirror each other.

I have left in the date of July 30, subject to the right of the City to close within 45 days of the date the City executes the Purchase and Sale Agreement. As we know, the July 30 is not a likely date as I do not yet have a final form Appraisal, but I have modified paragraph 5(G) with some as soon as practicable language, and therefore we can view July 30 as a reference to the "as soon as practicable" date of closing.

The DRAFT attached is subject to further review, edit and approval by the City Council of the City of Belfast.

Thank you.

Bill

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**From:** David M. Kallin <[DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)>  
**Sent:** Friday, July 2, 2021 9:54 AM  
**To:** 'William Kelly' <[bkelly11@bluestreakme.com](mailto:bkelly11@bluestreakme.com)>  
**Cc:** Peter D. Klein <[PKlein@dwmlaw.com](mailto:PKlein@dwmlaw.com)>  
**Subject:** Real Estate Negotiations Pursuant to 4th Amendment

Bill,

See attached for an updated P&S regarding the new waterfront parcel and necessary project rights contemplated in the 4<sup>th</sup> Amendment to the project agreements. This is an update to the previously circulated draft that (1) updates to reflect the current status of Nordic's work to deliver to the City the Eckrote rights in the new waterfront parcel, (2) cleans up the typos you flagged previously regarding the book and page citations in the Alleged Title Defects, and (3) includes the current state of the drafts of property descriptions and of the scope of the proposed easement regarding the Necessary Project Rights (which may get further refined as we approach the closings contemplated in the P&S). We're sending this reserving our client's right to review and offer edits, but wanted to get something for you to look at.

I've copied Pete Klein who will be handling most of the transaction documents for the various closings between Nordic, the City, and the Water District.

Let me know if you have thoughts or questions,  
Dave

**David M. Kallin**  
Attorney  
Drummond Woodsum  
207.253.0572 Direct | [DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)

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## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made this \_\_th day of July, 2021 (the "Effective Date") by and among the **City of Belfast**, with a mailing address of 131 Church Street, Belfast, Maine (the "City"), and **Nordic Aquafarms, Inc.** a Delaware corporation having an address of c/o Nordic Aquafarms, 511 Congress Street, Suite 500 Portland, ME 04101 ("Nordic");

WHEREAS, Nordic has arranged for the acquisition of real property located at 282 Northport Avenue, Belfast, Maine, identified on the City of Belfast Tax Map 29 as Lot 36, and all rights appurtenant thereto, which for the avoidance of doubt includes the Eckrote Intertidal as defined on Exhibit C (the "Premises") from Richard and Janet Eckrote (the "Seller"); and

WHEREAS, the Seller and Nordic entered into an Easement Purchase and Sale Agreement dated August 6, 2018, as later clarified and extended, pursuant to which the Seller agreed to convey to Nordic, and Nordic agreed to purchase from Seller, a perpetual subsurface easement as more fully described therein (the "Easement PSA"); and

WHEREAS, Nordic is the Grantee of rights under certain release deeds given by David Wesley Bell, Karen L. Stockunas, Constance Daily, Barbara Bell, Sandra L. Bell, David Woods, Marcia L. Woods, Robert L. Burger, Robert L. Burger II, and Thomas A. Burger as heirs of Harriet Hartley, which release deeds are recorded in the Waldo County Registry of Deeds and pursuant to which the said individuals released to Nordic any right, title and interest they might have had in the real property conveyed to the said Harriet L. Hartley under a deed recorded in the Waldo County Registry of Deeds at Book 386, Page 453 (the "Hartley Rights"); and

WHEREAS, the City and Nordic are parties, together with the Belfast Water District ("BWD"), to a certain Options and Purchase Agreement dated January 30, 2018, as amended from time to time, through to the Fourth Amendment to date (as so amended, the "Options Agreement"); and

WHEREAS, pursuant to the Options Agreement, Nordic shall acquire from the BWD real property upon which it will construct an aquaculture facility in accordance with certain governmental approvals, as more fully described therein; and

WHEREAS, pursuant to the Options Agreement, the City shall acquire property described as the "Waterfront Parcel", together with parking and easement rights described in the said Options Agreement; and

WHEREAS, the Waterfront Parcel will allow the City to provide access to a recreational walking trail system located on the Waterfront Parcel together with significant other public benefit for the City and the BWD; and

WHEREAS, the Premises is located adjacent to the Waterfront Parcel and, if acquired by the City, would allow the City to extend the walking trail system on the

Waterfront Parcel to the Premises which would give the public access to Penobscot Bay and the Atlantic Ocean, which access is not possible from the Waterfront Parcel; and

WHEREAS, Nordic is willing to pay for the Premises to be transferred to the City and facilitate additional public benefits described in the foregoing recitals in accordance with the terms and conditions set forth below; and

WHEREAS, the City and Nordic also enter into this Agreement in furtherance of the purpose of the Options Agreement, namely the construction of the aquaculture facility by Nordic and the City's ability to provide public benefits to the BWD, the general public and, more specifically residents of the City; and

WHEREAS, the Seller has delivered to Nordic two deeds and related transfer documents regarding the Premises, one of which deeds conveys the Premises to the City (the "City Deed") and one of which deeds conveys the Premises to Nordic (the "Nordic Deed") to be held in escrow by Nordic and to be released and recorded as contemplated under the terms of this Agreement; and

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained herein, the parties agree as follows:

1. TIME FOR PERFORMANCE; DELIVERY OF DEED. In furtherance of and subject to the Fourth Amendment to the Evaluation Agreement and Options and Purchase Agreement, the Closing contemplated by this agreement involves (i) the release and recording of the City Deed, (ii) Nordic delivering to the City and recording a release deed conveying the Hartley Rights pertaining to the Premises to the City (the "Hartley Rights Deed"), and (iii) the City delivering to Nordic a deed to the Premises (the "City/Nordic Deed"), which deed from the City to Nordic shall be held by Nordic and released and recorded as described below, and (iv) after the Closing Date but within 30 days following the date hereof the City delivering to Nordic an easement as set forth on Exhibit D together with the additional Necessary Project Rights, as described and defined below (the "Nordic Easement"). The Closing shall occur at such time (during normal business hours) and on such a business day (the "Closing Date") as may be agreed by the City and Nordic by delivery of original documents to counsel for Nordic who will record the documents contemplated hereby and disburse the sale proceeds to Seller in accordance with a settlement statement signed by Nordic and Seller, but in no event shall the Closing shall take place later than July 30, 2021 (the "Outside Closing Date"), or 45 days from the date of execution of this Agreement by the City of Belfast, whichever is sooner. In the event that either (i) the Closing does not occur on or before the Outside Closing Date or (ii) the City does not acquire the Necessary Project Rights (as defined below) within ~~45~~<sup>30</sup> days following the date of execution of this Agreement by the City of Belfast hereof, Nordic shall have the right, but not the obligation, to terminate this Agreement at any time thereafter by giving written notice to the City and shall thereafter be relieved of all liability hereunder. Upon such termination, Nordic shall have the right to release and record the Nordic Deed, and this Agreement shall be deemed null and void.

2. NO MERGER. The rights granted to Nordic hereunder and to be granted to Nordic in the Nordic Deed shall not merge with those rights contemplated by the Easement PSA, it being the expressed intention that the Easement PSA shall remain in full force and effect unless and until the same is terminated by Nordic.

3. CLOSING DOCUMENTS. At the Closing:

A. Deed. Nordic shall release to the City the City Deed and the Hartley Rights Deed;

B. Nordic Deed. The City shall, prior to the release and delivery of the City Deed, deliver to Nordic the City/Nordic Deed, which shall be held by Nordic and released and recorded in accordance with the terms described below.

C. Nordic Easement. The City, subject to and consistent with the City using best reasonable efforts as described in the Fourth Amendment to the Options and Evaluation Agreements, shall convey to Nordic the Nordic Easement free from the alleged title defects listed on Exhibit B, attached hereto (the "Alleged Title Defects"), within ~~4530~~ days following the date hereof. In the event that the City so conveys the easement contemplated by the Easement PSA free from the Alleged Title Defects, the Nordic Deed shall be destroyed and the Premises shall remain property of the City, subject to the easement granted to Nordic. In the event that the City does not convey to Nordic the easement contemplated by the Easement PSA free from the Alleged Title Defects within the forty-five day period following the date hereof, Nordic shall have the right (but not the obligation) at any time following the expiration of such forty-five day period, to release and record the City/Nordic Deed, as its exclusive remedy for such failure to convey the Easement PSA free from the Alleged Title Defects.

D. Title Affidavits. Nordic and the City shall execute and deliver, in connection with the Closing, executed originals of such customary certificates, affidavits or letters of indemnity as the title insurance company issuing the title insurance policy on the Premises shall require in order to issue such policy and to omit therefrom all exceptions for unfiled mechanics', materialmens' or similar liens and parties in possession and brokers' liens;

E. Nonforeign Person Affidavit. Nordic and the City shall execute and deliver, in connection with the Closing, such affidavits and certificates, in form and substance reasonably satisfactory as may be requested by the City and Nordic;

F. Notification of Withholding Tax Requirement. Nordic and the City shall execute and deliver, in connection with the Closing, executed original certificates in form and substance reasonably satisfactory acknowledging receipt of notification of the withholding tax requirements of the State of Maine;

G. Maine Withholding. Nordic and the City shall execute and deliver, in connection with the Closing, such form as may be needed, to deduct and withhold a portion of the Purchase Price pursuant to 36 M.R.S.A. § 5250-A;

H. Underground Oil Storage Tank Certification. Nordic and the City shall execute and deliver, in connection with the Closing, a written notice, in form and substance reasonably satisfactory, which written notice shall certify the registration numbers of the underground oil storage facilities located on the Premises, the exact location of the facilities, whether or not they have been abandoned in place, and that the facilities are subject to regulation by the Maine Department of Environmental Protection;

I. Real Estate Transfer Tax Declaration. Nordic and the City shall execute and deliver, in connection with the Closing, a Real Estate Transfer Tax Declaration in the form required to be recorded with the deed and the real estate transfer tax imposed by the State of Maine shall be paid by the City and Nordic in accordance with law;

J. Prorations. Real estate taxes assessed by the City and water and sewer use charges (if any) shall be prorated as of the Closing Date;

K. Other Documents. Nordic and the City shall execute, acknowledge and deliver such other documents and items as Nordic's or the City's attorneys may reasonably require.

4. DEFAULT. Subject to and pursuant to the Fourth Amendment of the Evaluation Agreement and Options and Purchase Agreements, in the event that either party is in default or fails to comply with any of the terms and conditions of this Agreement, the other party may terminate this Agreement and pursue all remedies available at law and equity, including, without limitation, an action for specific performance, it being agreed that no adequate remedy at law exists.

5. MISCELLANEOUS.

A. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. No party shall have the right to assign this Agreement without the prior consent of the other party.

B. Any notice relating in any way to this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier, addressed to the addresses first listed above, with copies to:

Representative of the City: William Kelly, Esq.  
Kelly & Associates, LLC  
96 High Street  
Belfast, ME 04915

Representative of Nordic: Joanna B. Tourangeau, Esq.  
Drummond Woodsum  
84 Marginal Way, Suite 600  
Portland, ME 04101

and such notice shall be deemed delivered two (2) days after so posted. Either party may, by such manner of notice, substitute person or addresses for notice other than those listed above.

C. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing, signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

E. This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine. Any dispute requiring court action shall be first brought in Waldo County Superior Court.

F. Unless otherwise expressly provided, whenever a provision of this Agreement refers to a matter being satisfactory, it shall mean satisfactory in such party's sole discretion.

G. The closing date shall be held as soon as practicable, prior to the expiration of the 45 day period, as described herein.

H. This Agreement may be executed in one or more counterparts, all of which shall collectively constitute a single instrument.

I. Any dates in this Agreement may be extended, at Nordic's option, in the event of any governmental action, including, without limitation, a moratorium on development, imposed, declared or otherwise instituted by a municipality or any other similar governmental authority for a number of days equal to the days such moratorium or similar government action is pending.

Disclosure. Except as and to the extent required by law, without the prior written consent of the other party, neither the City nor Nordic shall, nor shall their respective representatives or employees, directly or indirectly, make any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding, a transaction between the parties, or any of the terms, conditions or other aspects of the transactions proposed in this Agreement except that Nordic and its representatives are hereby authorized to disclose any aspect of this transaction in connection with the conduct of its pursuit of permits and due diligence.

Confidentiality. Except as and to the extent required by law, the City will not disclose or use, and it shall cause its representatives not to disclose or use any Confidential Information with respect to Nordic furnished, or to be furnished, by Nordic in connection herewith at any time or in any manner except in connection with the transaction discussed in this Agreement or in furtherance of its due diligence review or efforts to secure financing for this transaction. For purposes of this letter of intent, "Confidential Information" means any information concerning the Nordic's assets, or the Premises; provided that it does not include information that the City can demonstrate (i) is generally available to or known by the public other than as a result of improper disclosure by the City or (ii) is obtained by the City from a source other than Nordic or its representatives, provided that such source was not bound by a duty of confidentiality to Nordic with respect to such information.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

CITY OF BELFAST

By: \_\_\_\_\_  
Eric Sanders, Mayor

[INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

NORDIC AQUAFARMS, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Erik Heim  
Title: President

[INTENTIONALLY BLANK]

Exhibit A  
Deed from City to Nordic

MUNICIPAL QUITCLAIM DEED

**CITY OF BELFAST**, a municipal corporation having a mailing address of 131 Church Street, Belfast, Maine 04915, ("Grantor"), for consideration paid, Releases all of its right, title and interest to **NORDIC AQUAFARMS, INC.**, a Delaware corporation having an address of c/o Nordic Aquafarms, 511 Congress Street, Suite 500 Portland, ME 04101 ("Grantee") in and to a certain lot or parcel of land, together with the buildings and improvements thereon located on the easterly side of U.S. Route One in the City of Belfast, County of Waldo, and State of Maine, more particularly described as follows:

A certain lot or parcel of land, together with buildings thereon, situated in the City of Belfast, County of Waldo, State of Maine, more particularly bounded and described as follows:

Beginning at a 5/8" capped rebar set on the southeasterly line of Northport Ave. (U.S. Route One), in the center of a concrete culvert crossing said Northport Avenue, said rod marking the northwesterly corner of land formerly of Larry Theye and Betty Becker-Theye (reference Waldo County Registry of Deeds Book 1303, Page 184);

Thence N 31° 10' 24" E along said Northport Avenue a distance of four hundred eighty-one and three hundredths (481.03) feet to a 5/8" capped rebar set in the southwesterly corner of land now or formerly of Lyndon Morgan (for reference see deed recorded in the Waldo County Registry of Deeds in Book 1804, Page 307, parcel #1);

Thence S 39° 49' 26" E along land of said Morgan a distance of four hundred twenty-eight and ninety-seven hundredths (428.97) feet to an iron rod found;

Thence continuing S 39° 49' 26" E along land of said Morgan a distance of twenty-four (24) feet, more or less, to the high water mark of Penobscot Bay;

Thence generally southwesterly along said Bay a distance of four hundred twenty-five (425) feet, more or less, to a 5/8" capped rebar set in the end of a ditch marking land formerly of Larry Theye and Betty Becker-Theye, said rebar being located S 70° 54' 45" W a distance of three hundred twenty-two and ninety-one hundredths (322.91) feet from the last mentioned iron rod found and S 83° 52' 14" E a distance of two hundred nineteen and eighty-three (219.83) feet from the rebar at the point of beginning.

Thence northwesterly along the bottom of a ditch marking land now or formerly of Larry Theye and Betty Becker-Theye a distance of two hundred fifty (250) feet, more or less, to the point of beginning, containing 2.8 acres, more or less.

Meaning and intending to convey and hereby conveying the same premises described in a deed from William O. Poor to Phyllis J. Poor, dated July 1, 1991, recorded in the Waldo County Registry of Deeds in Book 1228, Page 346, and premises conveyed to said Phyllis and William Poor by deed from Frederick C. and Priscilla B. Kelly by deed recorded in said Registry in Book 957, Page 306. For further reference see deeds to William and Phyllis Poor from Frederick Poor

recorded in Book 691, Page 44, and from Douglas and Marion Tozier recorded in Book 724, Page 415.

The description above is based on a survey entitled "Boundary Survey of the Property of Phyllis J. Poor Estate" dated August 31, 2012, oriented to magnetic north, August, 2012, by Good Deeds, Inc.

ALSO releasing all right, title and interest to any land located between the northeasterly bound of the premises above described and land now or formerly of Lyndon Morgan as described in Waldo County Registry of Deeds Book 1804, Page 307.

Being those same premises conveyed to the within Grantors by deed of R. Kenneth Lindell and Barbara Gray, co-personal representatives of the Estate of Phyllis J. Poor, dated October 15, 2012 and recorded in the Waldo County Registry of Deeds in Book 3697, Page 5.

ALSO releasing any right, title or interest Grantors may have to enforce that use restriction set forth in a certain deed from Harriet L. Hartley to Fred R. Poor dated January 25, 1946 and recorded in the Waldo County Registry of Deeds in Book 452, Page 205.

ALSO granting and conveying all right, title and interest conveyed to Grantor under the so-called Hartley Rights deed given by Grantee to Grantor on July \_\_, 2021 and recorded at book \_\_, page \_\_ of the Waldo County Registry of Deeds.

[End of page. Execution page follows.]

IN WITNESS WHEREOF, the undersigned has set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF BELFAST

\_\_\_\_\_

By: \_\_\_\_\_  
Eric Sanders, Mayor

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_, 2021

Then personally appeared the above named Eric Sanders, in his capacity as the mayor of the City of Belfast, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

\_\_\_\_\_  
Notary Public/Maine Attorney at Law

Print name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Exhibit B  
Alleged Title Defects

1. Any right, title and interest of Jeffrey R. Mabee and Judith B Grace under a deed recorded in the Waldo County Registry of Deeds at Book 1221, Page 347 in the intertidal area more particularly described on Exhibit C (the “Eckrote Intertidal”). For an explanation of the claims of Jeffrey R. Mabee and Judith B Grace therein, further reference is made to Surveyor’s Opinion regarding Mabee-Grace Survey by Donald R. Richards, P.L.S., L.F. recorded in the Waldo County Registry of Deeds at Book 4425, Page 165.
2. Any right, title and interest of Friends of the Harriet L. Hartley Conservation Area in and to the Eckrote Intertidal Area, which interest was assigned to it by Upstream Watch by an instrument dated November 4, 2019 in which Upstream Watch assigned its rights under a Conservation Easement Deed recorded in the Waldo County Registry of Deeds at Book 4367, Page 273 granted by Jeffrey R. Mabee and Judith B. Grace. For an explanation of the claims of Jeffrey R. Mabee and Judith B Grace on which this conveyance is based further reference is made to Surveyor’s Opinion regarding Mabee-Grace Survey by Donald R. Richards, P.L.S., L.F. recorded in the Waldo County Registry of Deeds at Book 4425, Page 165.
3. Any right, title and interest of the heirs and/or assigns of Harriet L. Hartley, as a result of the following language appearing in a deed recorded at Book 452, Page 205 of the Waldo County Registry of Deeds as follows. “The lot or parcel of land herein described is conveyed to Fred R. Poor with the understanding it is to be used for residential purposes only, that no business for profit is to be conducted there unless agreed to by Harriet L. Harley, her heirs or assigns.”, including any such interest of Jeffrey R. Mabee and Judith B. Grace; Lyndon W. Morgan; Gary Roughead Revocable Living Trust; J. Thomas Kent, Jr. and Joan L. Kent; Michael H. Giles and Jayne C Giles; Peter A Rasmussen and Adrienne R. Boissy; and their heirs, successors, and/or assigns as their interests may appear. Further reference is made to Surveyor’s Opinion regarding Mabee-Grace Survey by Donald R. Richards, P.L.S., L.F. recorded in the Waldo County Registry of Deeds at Book 386, Page 453. Together with any right, title and interest of heirs of Harriet L. Hartley in the said use restriction, other than those released by the Hartley Rights. Specifically, any such interest of Richard B. Bell Jr. or his step children, Janet Cooper-Zelner and Elizabeth Cooper Rankin and Carol Bell Watson.

Any right, title and interest of heirs of Harriet L. Hartley in the Eckrote Intertidal Area, other than those released by the Hartley Rights. Further reference regarding this interest is made to Exhibit C, Note 6. Specifically, any such interest of Richard B. Bell Jr. or his step children, Janet Cooper-Zelner and Elizabeth Cooper Rankin whose interest, should it exist, would be 6% and Carol Bell Watson whose interest, should it exist, would be 1%.

Exhibit C  
ECKROTE INTERTIDAL DESCRIPTION

A certain lot or parcel of intertidal land located easterly of Route One (a.k.a. Northport Avenue) and on the westerly shore of Penobscot Bay in the City of Belfast, County of Waldo, State of Maine, shown as the 5.1 acre intertidal area on attached Exhibit 1 and being more particularly described as follows:

COMMENCING at a 5/8 inch rebar with survey cap stamped "GOOD DEEDS" found on the easterly right-of-way line of Route One at the most westerly corner of land of Lyndon G. Morgan as described in a deed recorded in Book 1804, Page 307 of the Waldo County Registry of Deeds.

THENCE S 54°53'45" E along said land of Morgan a distance of 429.01 feet to a 5/8 inch rebar found.

THENCE S 54°53'45" E along said land of Morgan a distance of 26.1 feet to the high water mark of Penobscot Bay and the **TRUE POINT OF BEGINNING**.

THENCE S 31°35'52" E along said intertidal land of Morgan a distance of 777 feet more or less to the low water mark of Penobscot Bay.

THENCE westerly, southeasterly, southwesterly, and northwesterly along said low water mark of Penobscot Bay a distance of 820 feet more or less to intertidal land of Donald K. Schweikert and Wendy W. Schweikert as described in a deed recorded in Book 4441, Page 184 of the Waldo County Registry of Deeds.

THENCE N 35°41'53" W along said intertidal land of Schweikert a distance of 834 feet more or less to the high water mark of Penobscot Bay at the mouth of a brook which is N 89°41'01" E a distance of 42.5 feet from a 5/8 inch rebar with survey cap stamped "GOOD DEEDS" found in the center of a gully which rebar is S 55°54'53" W a distance of 322.89 feet from said rebar found at said land of Morgan 26.1 feet from the high water mark of Penobscot Bay.

THENCE easterly and northeasterly along said high water mark of Penobscot Bay a distance of 440 feet more or less back to the True Point of Beginning.

MEANING and intending to describe 5.1 acres of intertidal land as shown on Exhibit C1 attached hereto.

The parcel described herein is the intertidal portion of that land conveyed from the Estate of Phyllis J. Poor to Richard Eckrote and Janet Eckrote as described in a deed recorded in Book 3697, Page 5 of the Waldo County Registry of Deeds, which intertidal land is also claimed by Jeffrey R. Mabee and Judith B. Grace in a real estate action pending before the Waldo County Superior Court entitled Jeffrey R. Mabee, et. al. v. Nordic Aquafarms, Inc, et. al., Docket Number RE-2019-18.

All directions are referenced to the Maine Coordinate System of 1983 (2011), East Zone. All distances are grid distances with a combined scale factor of 0.9999186.

Exhibit C1  
Depiction

Exhibit D  
Nordic Easement  
**EASEMENT**

**City of Belfast**, a municipal corporation having an address of 131 Church Street, Belfast, Maine 04915 (the “Grantor”), for consideration paid, grants unto **Nordic Aquafarms, Inc.** a Delaware corporation having an address of c/o Nordic Aquafarms, 159 High Street, Belfast, Maine 04915 (the “Grantee”), its successors and assigns forever, a permanent easement for aquaculture piping installation, operation and maintenance and a temporary easement allowing construction on the Property (defined below), which shall be recorded with the Waldo County Registry of Deeds and described as follows:

PERMANENT EASEMENT

The perpetual right to enter upon land granted and conveyed to the Grantor by deed of Richard Eckrote and Janet Eckrote, individuals with a mailing address of 42 Grandview Avenue, Lincoln Park, New Jersey, 07035, which deed is recorded at Book \_\_, Page \_\_ of the Waldo County Registry of Deeds (such land may be referred to herein as the “Property”) for the following purposes and together with additional rights as follows:

1. the right to install, operate, maintain, replace and remove and undertake all other activities deemed necessary reasonable to facilitate obtaining water from and discharging effluent into the Atlantic Ocean for its facility located adjacent to the Property with all necessary fixtures and appurtenances, including subsurface electric or other energized control lines as required for the operation of the said conduit and/or piping; and
2. the right to make connections with the conduits or piping at the boundaries of the Property; and
3. the right to trim, cut down, and/or remove bushes, grass, crops, trees or any other vegetation, to such extent as is necessary for any of these purposes in the reasonable judgment of Grantee; and
4. the right to change the existing surface grade of the Property as is reasonably necessary for any of these purposes; and
5. the right to enter on, alter and disturb the Property at any and all times for any of these purposes, upon reasonable written notice to the City of Belfast, which shall not be less than 48 hours, except in the case of an emergency.
6. Following the ~~initial~~ construction contemplated under the Temporary Construction Rights described below, and ~~P~~prior to the commencement of additional constructionthe activities referenced above, the Grantee shall meet with the appropriate officials of the City of Belfast and provide topographical and engineering plans to depict the installation, maintenance and replacement of the activities described above, and Grantee shall take into

consideration and implement such reasonable requests as the City of Belfast may make to coordinate such activities with the then current and future public use and maintenance of the premises by the City of Belfast

The Grantor reserves for itself, its successors and assigns each and every use, development, or enjoyment of the Property for any purpose that does not unreasonably interfere with the rights granted to Grantee, its successors and assigns.; and further provided that none of the following improvements may be made by the Grantor, without the prior written consent~~permission~~ of the Grantee, which shall not be unreasonably withheld:

1. No buildings or any other permanent structures shall be erected or placed on the Property except that Grantor shall consent to installation of a pump house should Grantee, in its sole discretion, determine one is needed to obtain necessary quality or quantity of discharge or intake ~~and except that Grantor shall maintain the existing cottage.~~

2. No earth shall be removed, no fill may be added, and no other change shall be made to the final designed surface grade of the Property without the written permission of Grantee.

3. Grantor shall not disturb the soil or install any structures or improvements, impermeable surfaces, or any facilities beyond those typical for passive recreation on the Property.

4. Grantor shall exercise reasonable efforts to maintain the existing cottage currently on the Property for the benefit of the public.

#### TEMPORARY CONSTRUCTION RIGHTS

The right, for the period of time beginning as of the date hereof and through the construction of the project in accordance with the approvals, permits and licenses as authorized by the Code and Planning Office of the City of Belfast, State of Maine, and U.S. Army Corps of Engineers as such authorizations may be modified or amended from time to time, to enter upon the Property for the purposes of completing the construction of Grantee's land-based aquaculture facility ("Project"). All approvals shall be obtained by the Grantee and at Grantee's expense; ~~in its sole discretion the Code and Planning Office of the City of Belfast shall independently review and apply the then current Belfast Code of Ordinances and Belfast Planning Board participation as required.~~

Said right may include, but is not limited to, necessary excavating, placing of fill material, dredging, curbing, loaming, seeding, paving, installation of structures such as piping, culverts and sedimentation and erosion control structures, removal of trees, shrubs, bushes and other growth, selective cutting, trimming, and other necessary incidental work in grading and revegetating and stabilizing said adjoining land, in addition to the temporary placement of utility

poles including all related fixtures, overhead wires, guys, etc. in order to allow for Project construction in accordance with all governing regulations and other requirements of law.

The rights granted with respect to the Temporary Easement Area are:

The right to enter upon the Property to install piping and perform the work as set forth herein, subject to the conditions described above (except that condition 6, above, is satisfied and inapplicable with respect to this temporary construction easement initial construction contemplated hereby).

Said right may include, but is not limited to, necessary excavating, placing of fill material, dredging, curbing, loaming, seeding, paving, installation of structures such as piping, culverts and sedimentation and erosion control structures, removal of trees, shrubs, bushes and other growth, selective cutting, trimming, and other necessary incidental work in grading and revegetating and stabilizing said adjoining land, in addition to the ~~temporary~~ placement of utility poles including all related fixtures, overhead wires, guys, etc. in order to allow for Project construction in accordance with all governing regulations and other requirements of law, any of which temporary construction installations shall be removed in an expeditious manner after completion of the temporary construction work requiring electricity.

**IN WITNESS WHEREOF**, the said City of Belfast, has caused this instrument to be executed by Eric Sanders, its Mayor, thereunto duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF BELFAST

By: \_\_\_\_\_  
Eric Sanders, Mayor

State of Maine  
County of \_\_\_\_\_ Date: \_\_\_\_\_, 2021

Personally appeared the above named Eric Sanders, duly authorized, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the City of Belfast.

Before me, \_\_\_\_\_  
Attorney/Notary Public

Print Name:

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My Commission ex



## William Kelly

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**From:** William Kelly <bkelly11@bluestreakme.com>  
**Sent:** Tuesday, July 6, 2021 3:08 PM  
**To:** 'Peter D. Klein'; 'David M. Kallin'  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment  
**Attachments:** PS - City \_ Nordic re Eckrote w City 7 6 21 wsk edits 3 pm.DOC

Pete and Dave

Thanks for the turn around. Take a look at the attached.

1. I just realized I did not really mean "whichever is sooner" in the P & S, which would have obviated the 45 day period.
2. I am not sure about the restrictions to allow no buildings or improvements by the "Grantor" in the easement deed. The City may wish to put some kind of access/parking point for safety to get off of Rt. 1, or a composting toilet, benches for lunch, etc. We have not discussed this being "forever wild", so this is why I keep removing that language. When this proposal was discussed, Nordic offered to use it equipment for improvements to the property while it was mobilized for the pipe work. The City is not presently planning to anything in particular at the moment, but looking 100 years into the future, as long as the pipes are left undisturbed, I don't understand why no buildings or improvements are appropriate as a permanent restriction.
3. I understand the deed you attach from the City is in the same form as the Deed the City would obtain from Eckrote, otherwise, please send the draft proposed deed from Eckrote to the City.
4. There are a few other minor changes that I have added.

Thanks. Again, all subject to Council review, edits and approval. I am trying to avoid language which I think is likely to require an additional Council meeting after proposed edits from the Council, as that will delay the process.

Bill

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**From:** Peter D. Klein <PKlein@dwmlaw.com>  
**Sent:** Tuesday, July 6, 2021 12:34 PM  
**To:** 'William Kelly' <bkelly11@bluestreakme.com>; David M. Kallin <DKallin@dwmlaw.com>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

Bill – thanks for the update. We definitely understand the need to get this document in final and circulated as soon as possible so the City Council can consider it on Thursday.

We have just a few additional edits, after accepting your proposed edits. They show in redline in the attached. We also have included comments where appropriate to try and explain our thinking on the proposed additional edits. If easier to discuss over the phone I can be available all afternoon. The easiest way to reach me is my cell phone – 318-2410.

Thanks,

Pete

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**From:** William Kelly <[bkelly11@bluestreakme.com](mailto:bkelly11@bluestreakme.com)>  
**Sent:** Tuesday, July 6, 2021 12:09 PM  
**To:** David M. Kallin <[DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)>; Peter D. Klein <[PKlein@dwmlaw.com](mailto:PKlein@dwmlaw.com)>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

Dave and Peter

Just want to let you know that if the City Council is going to meet to review the P & S this week, it is only Thursday evening that is possible at this point, and I need to give them the P & S today, if possible, so they may review it and the appraisal to review before Thursday. These folks have jobs during the day, and its about 150 pages combined to get through.

So, not to rush you, but that is what is happening on this end.

Thanks.

Bill

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**From:** William Kelly <[bkelly11@bluestreakme.com](mailto:bkelly11@bluestreakme.com)>  
**Sent:** Monday, July 5, 2021 12:14 PM  
**To:** 'David M. Kallin' <[DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)>  
**Cc:** 'Peter D. Klein' <[PKlein@dwmlaw.com](mailto:PKlein@dwmlaw.com)>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

David and Peter

Here are my proposed edits. The substantive changes are really to the Easement Deed. Please send me the proposed deed from Eckrote to the City. It seems that should be an exhibit as well. The deed into the City and the deed out of the City should mirror each other.

I have left in the date of July 30, subject to the right of the City to close within 45 days of the date the City executes the Purchase and Sale Agreement. As we know, the July 30 is not a likely date as I do not yet have a final form Appraisal, but I have modified paragraph 5(G) with some as soon as practicable language, and therefore we can view July 30 as a reference to the "as soon as practicable" date of closing.

The DRAFT attached is subject to further review, edit and approval by the City Council of the City of Belfast.

Thank you.

Bill

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**From:** David M. Kallin <[DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)>  
**Sent:** Friday, July 2, 2021 9:54 AM  
**To:** 'William Kelly' <[bkelly11@bluestreakme.com](mailto:bkelly11@bluestreakme.com)>  
**Cc:** Peter D. Klein <[PKlein@dwmlaw.com](mailto:PKlein@dwmlaw.com)>  
**Subject:** Real Estate Negotiations Pursuant to 4th Amendment

Bill,

See attached for an updated P&S regarding the new waterfront parcel and necessary project rights contemplated in the 4<sup>th</sup> Amendment to the project agreements. This is an update to the previously circulated

draft that (1) updates to reflect the current status of Nordic's work to deliver to the City the Eckrote rights in the new waterfront parcel, (2) cleans up the typos you flagged previously regarding the book and page citations in the Alleged Title Defects, and (3) includes the current state of the drafts of property descriptions and of the scope of the proposed easement regarding the Necessary Project Rights (which may get further refined as we approach the closings contemplated in the P&S). We're sending this reserving our client's right to review and offer edits, but wanted to get something for you to look at.

I've copied Pete Klein who will be handling most of the transaction documents for the various closings between Nordic, the City, and the Water District.

Let me know if you have thoughts or questions,  
Dave

David M. Kallin  
Attorney  
Drummond Woodsum  
207.253.0572 Direct | [DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)

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## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made this \_\_\_th day of July, 2021 (the "Effective Date") by and among the **City of Belfast**, with a mailing address of 131 Church Street, Belfast, Maine (the "City"), and **Nordic Aquafarms, Inc.** a Delaware corporation having an address of c/o Nordic Aquafarms, 511 Congress Street, Suite 500 Portland, ME 04101 ("Nordic");

WHEREAS, Nordic has arranged for the acquisition of real property located at 282 Northport Avenue, Belfast, Maine, identified on the City of Belfast Tax Map 29 as Lot 36, and all rights appurtenant thereto, which for the avoidance of doubt includes the Eckrote Intertidal as defined on Exhibit C (the "Premises") from Richard and Janet Eckrote (the "Seller"); and

WHEREAS, the Seller and Nordic entered into an Easement Purchase and Sale Agreement dated August 6, 2018, as later clarified and extended, pursuant to which the Seller agreed to convey to Nordic, and Nordic agreed to purchase from Seller, a perpetual subsurface easement as more fully described therein (the "Easement PSA"); and

WHEREAS, Nordic is the Grantee of rights under certain release deeds given by David Wesley Bell, Karen L. Stockunas, Constance Daily, Barbara Bell, Sandra L. Bell, David Woods, Marcia L. Woods, Robert L. Burger, Robert L. Burger II, and Thomas A. Burger as heirs of Harriet Hartley, which release deeds are recorded in the Waldo County Registry of Deeds and pursuant to which the said individuals released to Nordic any right, title and interest they might have had in the real property conveyed to the said Harriet L. Hartley under a deed recorded in the Waldo County Registry of Deeds at Book 386, Page 453 (the "Hartley Rights"); and

WHEREAS, the City and Nordic are parties, together with the Belfast Water District ("BWD"), to a certain Options and Purchase Agreement dated January 30, 2018, as amended from time to time, through to the Fourth Amendment to date (as so amended, the "Options Agreement"); and

WHEREAS, pursuant to the Options Agreement, Nordic shall acquire from the BWD real property upon which it will construct an aquaculture facility in accordance with certain governmental approvals, as more fully described therein; and

WHEREAS, pursuant to the Options Agreement, the City shall acquire property described as the "Waterfront Parcel", together with parking and easement rights described in the said Options Agreement; and

WHEREAS, the Waterfront Parcel will allow the City to provide access to a recreational walking trail system located on the Waterfront Parcel together with significant other public benefit for the City and the BWD; and

WHEREAS, the Premises is located adjacent to the Waterfront Parcel and, if acquired by the City, would allow the City to extend the walking trail system on the

Waterfront Parcel to the Premises which would give the public access to Penobscot Bay and the Atlantic Ocean, which access is not possible from the Waterfront Parcel; and

WHEREAS, Nordic is willing to pay for the Premises to be transferred to the City and facilitate additional public benefits described in the foregoing recitals in accordance with the terms and conditions set forth below; and

WHEREAS, the City and Nordic also enter into this Agreement in furtherance of the purpose of the Options Agreement, namely the construction of the aquaculture facility by Nordic and the City's ability to provide public benefits to the BWD, the general public and, more specifically residents of the City; and

WHEREAS, the Seller has delivered to Nordic two deeds and related transfer documents regarding the Premises, one of which deeds conveys the Premises to the City (the "City Deed") and one of which deeds conveys the Premises to Nordic (the "Nordic Deed") to be held in escrow by Nordic and to be released and recorded as contemplated under the terms of this Agreement; and

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained herein, the parties agree as follows:

1. TIME FOR PERFORMANCE; DELIVERY OF DEED. In furtherance of and subject to the Fourth Amendment to the Evaluation Agreement and Options and Purchase Agreement, the Closing contemplated by this agreement involves (i) the release and recording of the City Deed, (ii) Nordic delivering to the City and recording a release deed conveying the Hartley Rights pertaining to the Premises to the City (the "Hartley Rights Deed"), and (iii) the City delivering to Nordic a deed to the Premises (the "City/Nordic Deed"), which deed from the City to Nordic shall be held by Nordic and released and recorded as described below, and (iv) after the Closing Date but within 30 days following the date hereof the City delivering to Nordic ~~a~~ an easement as set forth on Exhibit D together with the additional Necessary Project Rights, as described and defined below (the "Nordic Easement"). The Closing shall occur at such time (during normal business hours) and on such a business day (the "Closing Date") as may be agreed by the City and Nordic by delivery of original documents to counsel for Nordic who will record the documents contemplated hereby and disburse the sale proceeds to Seller in accordance with a settlement statement signed by Nordic and Seller, but in no event shall the Closing shall take place later than July 30, 2021 (the "Outside Closing Date"), or 45 days from the date of [A1] execution of this Agreement by the City of Belfast, and the City shall use reasonable effort to close as soon as practicable, whichever is sooner. In the event that either (i) the Closing does not occur on or before the Outside Closing Date or (ii) the City does not acquire the Necessary Project Rights (as defined below) within ~~45~~<sup>30</sup> days following the date of execution of this Agreement by the City of Belfast hereof, Nordic shall have the right, but not the obligation, to terminate this Agreement at any time thereafter by giving written notice to the City and shall thereafter be relieved of all liability hereunder. Upon such termination, Nordic shall have the right to release and record the Nordic Deed, and this Agreement shall be deemed null and void.

2. NO MERGER. The rights granted to Nordic hereunder and to be granted to Nordic in the Nordic Deed shall not merge with those rights contemplated by the Easement PSA, it being the expressed intention that the Easement PSA shall remain in full force and effect unless and until the same is terminated by Nordic.

3. CLOSING DOCUMENTS. At the Closing:

A. Deed. Nordic shall release to the City the City Deed and the Hartley Rights Deed;

B. Nordic Deed. The City shall, prior to the release and delivery of the City Deed, deliver to Nordic the City/Nordic Deed, which shall be held by Nordic and released and recorded in accordance with the terms described below.

C. Nordic Easement. The City, subject to and consistent with the City using best reasonable efforts as described in the Fourth Amendment to the Options and Evaluation Agreements, shall convey to Nordic the Nordic Easement free from the alleged title defects listed on Exhibit B, attached hereto (the "Alleged Title Defects"), within ~~4530~~ days following the date hereof. In the event that the City so conveys the easement contemplated by the Easement PSA free from the Alleged Title Defects, the Nordic Deed shall be destroyed and the Premises shall remain property of the City, subject to the easement granted to Nordic. In the event that the City does not convey to Nordic the easement contemplated by the Easement PSA free from the Alleged Title Defects within the forty-five day period following the date hereof, Nordic shall have the right (but not the obligation) at any time following the expiration of such forty-five day period, to release and record the City/Nordic Deed, as its exclusive remedy for such failure to convey the Easement PSA free from the Alleged Title Defects.

D. Title Affidavits. Nordic and the City shall execute and deliver, in connection with the Closing, executed originals of such customary certificates, affidavits or letters of indemnity as the title insurance company issuing the title insurance policy on the Premises shall require in order to issue such policy and to omit therefrom all exceptions for unfiled mechanics', materialmens' or similar liens and parties in possession and brokers' liens;

E. Nonforeign Person Affidavit. Nordic and the City shall execute and deliver, in connection with the Closing, such affidavits and certificates, in form and substance reasonably satisfactory as may be requested by the City and Nordic;

F. Notification of Withholding Tax Requirement. Nordic and the City shall execute and deliver, in connection with the Closing, executed original certificates in form and substance reasonably satisfactory acknowledging receipt of notification of the withholding tax requirements of the State of Maine;

G. Maine Withholding. Nordic and the City shall execute and deliver, in connection with the Closing, such form as may be needed, to deduct and withhold a portion of the Purchase Price pursuant to 36 M.R.S.A. § 5250-A;

H. Underground Oil Storage Tank Certification. Nordic and the City shall execute and deliver, in connection with the Closing, a written notice, in form and substance reasonably satisfactory, which written notice shall certify the registration numbers of the underground oil storage facilities located on the Premises, the exact location of the facilities, whether or not they have been abandoned in place, and that the facilities are subject to regulation by the Maine Department of Environmental Protection;

I. Real Estate Transfer Tax Declaration. Nordic and the City shall execute and deliver, in connection with the Closing, a Real Estate Transfer Tax Declaration in the form required to be recorded with the deed and the real estate transfer tax imposed by the State of Maine shall be paid by the City and Nordic in accordance with law;

J. Prorations. Real estate taxes assessed by the City and water and sewer use charges (if any) shall be prorated as of the Closing Date;

K. Other Documents. Nordic and the City shall execute, acknowledge and deliver such other documents and items as Nordic's or the City's attorneys may reasonably require.

4. DEFAULT. Subject to and pursuant to the Fourth Amendment of the Evaluation Agreement and Options and Purchase Agreements, in the event that either party is in default or fails to comply with any of the terms and conditions of this Agreement, the other party may terminate this Agreement and pursue all remedies available at law and equity, including, without limitation, an action for specific performance, it being agreed that no adequate remedy at law exists.

5. MISCELLANEOUS.

A. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. No party shall have the right to assign this Agreement without the prior consent of the other party.

B. Any notice relating in any way to this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier, addressed to the addresses first listed above, with copies to:

Representative of the City: William Kelly, Esq.  
Kelly & Associates, LLC  
96 High Street  
Belfast, ME 04915

Representative of Nordic: Joanna B. Tourangeau, Esq.  
Drummond Woodsum  
84 Marginal Way, Suite 600  
Portland, ME 04101

and such notice shall be deemed delivered two (2) days after so posted. Either party may, by such manner of notice, substitute person or addresses for notice other than those listed above.

C. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing, signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

E. This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine. Any dispute requiring court action shall be first brought in Waldo County Superior Court.

F. Unless otherwise expressly provided, whenever a provision of this Agreement refers to a matter being satisfactory, it shall mean satisfactory in such party's sole discretion.

G. The closing date shall be held as soon as practicable, prior to the expiration of the 45 day period, as described herein.

H. This Agreement may be executed in one or more counterparts, all of which shall collectively constitute a single instrument.

I. Any dates in this Agreement may be extended, at Nordic's option, in the event of any governmental action, including, without limitation, a moratorium on development, imposed, declared or otherwise instituted by a municipality or any other similar governmental authority for a number of days equal to the days such moratorium or similar government action is pending.

Disclosure. Except as and to the extent required by law, without the prior written consent of the other party, neither the City nor Nordic shall, nor shall their respective representatives or employees, directly or indirectly, make any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding, a transaction between the parties, or any of the terms, conditions or other aspects of the transactions proposed in this Agreement except that Nordic and its representatives are hereby authorized to disclose any aspect of this transaction in connection with the conduct of its pursuit of permits and due diligence.

Confidentiality. Except as and to the extent required by law, the City will not disclose or use, and it shall cause its representatives not to disclose or use any Confidential Information with respect to Nordic furnished, or to be furnished, by Nordic in connection herewith at any time or in any manner except in connection with the transaction discussed in this Agreement or in furtherance of its due diligence review or efforts to secure financing for this transaction. For purposes of this letter of intent, “Confidential Information” means any information concerning the Nordic’s assets, or the Premises; provided that it does not include information that the City can demonstrate (i) is generally available to or known by the public other than as a result of improper disclosure by the City or (ii) is obtained by the City from a source other than Nordic or its representatives, provided that such source was not bound by a duty of confidentiality to Nordic with respect to such information.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

CITY OF BELFAST

\_\_\_\_\_

By: \_\_\_\_\_  
Eric Sanders, Mayor

[INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

NORDIC AQUAFARMS, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Erik Heim  
Title: President

[INTENTIONALLY BLANK]

Exhibit A  
Deed from City to Nordic

MUNICIPAL QUITCLAIM DEED

**CITY OF BELFAST**, a municipal corporation having a mailing address of 131 Church Street, Belfast, Maine 04915, ("Grantor"), for consideration paid, Releases all of its right, title and interest to **NORDIC AQUAFARMS, INC.**, a Delaware corporation having an address of c/o Nordic Aquafarms, 511 Congress Street, Suite 500 Portland, ME 04101 ("Grantee") in and to a certain lot or parcel of land, together with the buildings and improvements thereon located on the easterly side of U.S. Route One in the City of Belfast, County of Waldo, and State of Maine, more particularly described as follows:

A certain lot or parcel of land, together with buildings thereon, situated in the City of Belfast, County of Waldo, State of Maine, more particularly bounded and described as follows:

Beginning at a 5/8" capped rebar set on the southeasterly line of Northport Ave. (U.S. Route One), in the center of a concrete culvert crossing said Northport Avenue, said rod marking the northwesterly corner of land formerly of Larry Theye and Betty Becker-Theye (reference Waldo County Registry of Deeds Book 1303, Page 184);

Thence N 31° 10' 24" E along said Northport Avenue a distance of four hundred eighty-one and three hundredths (481.03) feet to a 5/8" capped rebar set in the southwesterly corner of land now or formerly of Lyndon Morgan (for reference see deed recorded in the Waldo County Registry of Deeds in Book 1804, Page 307, parcel #1);

Thence S 39° 49' 26" E along land of said Morgan a distance of four hundred twenty-eight and ninety-seven hundredths (428.97) feet to an iron rod found;

Thence continuing S 39° 49' 26" E along land of said Morgan a distance of twenty-four (24) feet, more or less, to the high water mark of Penobscot Bay;

Thence generally southwesterly along said Bay a distance of four hundred twenty-five (425) feet, more or less, to a 5/8" capped rebar set in the end of a ditch marking land formerly of Larry Theye and Betty Becker-Theye, said rebar being located S 70° 54' 45" W a distance of three hundred twenty-two and ninety-one hundredths (322.91) feet from the last mentioned iron rod found and S 83° 52' 14" E a distance of two hundred nineteen and eighty-three (219.83) feet from the rebar at the point of beginning.

Thence northwesterly along the bottom of a ditch marking land now or formerly of Larry Theye and Betty Becker-Theye a distance of two hundred fifty (250) feet, more or less, to the point of beginning, containing 2.8 acres, more or less.

Meaning and intending to convey and hereby conveying the same premises described in a deed from William O. Poor to Phyllis J. Poor, dated July 1, 1991, recorded in the Waldo County Registry of Deeds in Book 1228, Page 346, and premises conveyed to said Phyllis and William Poor by deed from Frederick C. and Priscilla B. Kelly by deed recorded in said Registry in Book 957, Page 306. For further reference see deeds to William and Phyllis Poor from Frederick Poor

recorded in Book 691, Page 44, and from Douglas and Marion Tozier recorded in Book 724, Page 415.

The description above is based on a survey entitled "Boundary Survey of the Property of Phyllis J. Poor Estate" dated August 31, 2012, oriented to magnetic north, August, 2012, by Good Deeds, Inc.

ALSO releasing all right, title and interest to any land located between the northeasterly bound of the premises above described and land now or formerly of Lyndon Morgan as described in Waldo County Registry of Deeds Book 1804, Page 307.

Being those same premises conveyed to the within Grantors by deed of R. Kenneth Lindell and Barbara Gray, co-personal representatives of the Estate of Phyllis J. Poor, dated October 15, 2012 and recorded in the Waldo County Registry of Deeds in Book 3697, Page 5.

ALSO releasing any right, title or interest Grantors may have to enforce that use restriction set forth in a certain deed from Harriet L. Hartley to Fred R. Poor dated January 25, 1946 and recorded in the Waldo County Registry of Deeds in Book 452, Page 205.

ALSO granting and conveying all right, title and interest conveyed to Grantor under the so-called Hartley Rights deed given by Grantee to Grantor on July \_\_, 2021 and recorded at book \_\_, page \_\_ of the Waldo County Registry of Deeds.

[End of page. Execution page follows.]

IN WITNESS WHEREOF, the undersigned has set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF BELFAST

\_\_\_\_\_

By: \_\_\_\_\_  
Eric Sanders, Mayor

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_, 2021

Then personally appeared the above named Eric Sanders, in his capacity as the mayor of the City of Belfast, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

\_\_\_\_\_  
Notary Public/Maine Attorney at Law

Print name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Exhibit B  
Alleged Title Defects<sup>[A2]</sup>

1. Any right, title and interest of Jeffrey R. Mabee and Judith B Grace under a deed recorded in the Waldo County Registry of Deeds at Book 1221, Page 347 in the intertidal area more particularly described on Exhibit C (the “Eckrote Intertidal”). For an explanation of the claims of Jeffrey R. Mabee and Judith B Grace therein, further reference is made to Surveyor’s Opinion regarding Mabee-Grace Survey by Donald R. Richards, P.L.S., L.F. recorded in the Waldo County Registry of Deeds at Book 4425, Page 165.
2. Any right, title and interest of Friends of the Harriet L. Hartley Conservation Area in and to the Eckrote Intertidal Area, which interest was assigned to it by Upstream Watch by an instrument dated November 4, 2019 in which Upstream Watch assigned its rights under a Conservation Easement Deed recorded in the Waldo County Registry of Deeds at Book 4367, Page 273 granted by Jeffrey R. Mabee and Judith B. Grace. For an explanation of the claims of Jeffrey R. Mabee and Judith B Grace on which this conveyance is based further reference is made to Surveyor’s Opinion regarding Mabee-Grace Survey by Donald R. Richards, P.L.S., L.F. recorded in the Waldo County Registry of Deeds at Book 4425, Page 165.
3. Any right, title and interest of the heirs and/or assigns of Harriet L. Hartley, as a result of the following language appearing in a deed recorded at Book 452, Page 205 of the Waldo County Registry of Deeds as follows. “The lot or parcel of land herein described is conveyed to Fred R. Poor with the understanding it is to be used for residential purposes only, that no business for profit is to be conducted there unless agreed to by Harriet L. Harley, her heirs or assigns.”, including any such interest of Jeffrey R. Mabee and Judith B. Grace; Lyndon W. Morgan; Gary Roughead Revocable Living Trust; J. Thomas Kent, Jr. and Joan L. Kent; Michael H. Giles and Jayne C Giles; Peter A Rasmussen and Adrienne R. Boissy; and their heirs, successors, and/or assigns as their interests may appear. Further reference is made to Surveyor’s Opinion regarding Mabee-Grace Survey by Donald R. Richards, P.L.S., L.F. recorded in the Waldo County Registry of Deeds at Book 386, Page 453. Together with any right, title and interest of heirs of Harriet L. Hartley in the said use restriction, other than those released by the Hartley Rights. Specifically, any such interest of Richard B. Bell Jr. or his step children, Janet Cooper-Zelner and Elizabeth Cooper Rankin and Carol Bell Watson.

Any right, title and interest of heirs of Harriet L. Hartley in the Eckrote Intertidal Area, other than those released by the Hartley Rights. Further reference regarding this interest is made to Exhibit C, Note 6. Specifically, any such interest of Richard B. Bell Jr. or his step children, Janet Cooper-Zelner and Elizabeth Cooper Rankin whose interest, should it exist, would be 6% and Carol Bell Watson whose interest, should it exist, would be 1%.

Exhibit C  
ECKROTE INTERTIDAL DESCRIPTION

A certain lot or parcel of intertidal land located easterly of Route One (a.k.a. Northport Avenue) and on the westerly shore of Penobscot Bay in the City of Belfast, County of Waldo, State of Maine, shown as the 5.1 acre intertidal area on attached Exhibit 1 and being more particularly described as follows:

COMMENCING at a 5/8 inch rebar with survey cap stamped "GOOD DEEDS" found on the easterly right-of-way line of Route One at the most westerly corner of land of Lyndon G. Morgan as described in a deed recorded in Book 1804, Page 307 of the Waldo County Registry of Deeds.

THENCE S 54°53'45" E along said land of Morgan a distance of 429.01 feet to a 5/8 inch rebar found.

THENCE S 54°53'45" E along said land of Morgan a distance of 26.1 feet to the high water mark of Penobscot Bay and the **TRUE POINT OF BEGINNING**.

THENCE S 31°35'52" E along said intertidal land of Morgan a distance of 777 feet more or less to the low water mark of Penobscot Bay.

THENCE westerly, southeasterly, southwesterly, and northwesterly along said low water mark of Penobscot Bay a distance of 820 feet more or less to intertidal land of Donald K. Schweikert and Wendy W. Schweikert as described in a deed recorded in Book 4441, Page 184 of the Waldo County Registry of Deeds.

THENCE N 35°41'53" W along said intertidal land of Schweikert a distance of 834 feet more or less to the high water mark of Penobscot Bay at the mouth of a brook which is N 89°41'01" E a distance of 42.5 feet from a 5/8 inch rebar with survey cap stamped "GOOD DEEDS" found in the center of a gully which rebar is S 55°54'53" W a distance of 322.89 feet from said rebar found at said land of Morgan 26.1 feet from the high water mark of Penobscot Bay.

THENCE easterly and northeasterly along said high water mark of Penobscot Bay a distance of 440 feet more or less back to the True Point of Beginning.

MEANING and intending to describe 5.1 acres of intertidal land as shown on Exhibit C1 attached hereto.

The parcel described herein is the intertidal portion of that land conveyed from the Estate of Phyllis J. Poor to Richard Eckrote and Janet Eckrote as described in a deed recorded in Book 3697, Page 5 of the Waldo County Registry of Deeds, which intertidal land is also claimed by Jeffrey R. Mabee and Judith B. Grace in a real estate action pending before the Waldo County Superior Court entitled Jeffrey R. Mabee, et. al. v. Nordic Aquafarms, Inc, et. al., Docket Number RE-2019-18.

All directions are referenced to the Maine Coordinate System of 1983 (2011), East Zone. All distances are grid distances with a combined scale factor of 0.9999186.

Exhibit C1  
Depiction

Exhibit D  
Nordic Easement  
**EASEMENT**

**City of Belfast**, a municipal corporation having an address of 131 Church Street, Belfast, Maine 04915 (the “Grantor”), for consideration paid, grants unto **Nordic Aquafarms, Inc.** a Delaware corporation having an address of c/o Nordic Aquafarms, 159 High Street, Belfast, Maine 04915 (the “Grantee”), its successors and assigns forever, a permanent easement for aquaculture piping installation, operation and maintenance and a temporary easement allowing construction on the Property (defined below), which shall be recorded with the Waldo County Registry of Deeds and described as follows:

PERMANENT EASEMENT

The perpetual right to enter upon land granted and conveyed to the Grantor by deed of Richard Eckrote and Janet Eckrote, individuals with a mailing address of 42 Grandview Avenue, Lincoln Park, New Jersey, 07035, which deed is recorded at Book \_\_, Page \_\_ of the Waldo County Registry of Deeds (such land may be referred to herein as the “Property”) for the following purposes and together with additional rights as follows:

1. the right to install, operate, maintain, replace and remove and undertake all other activities deemed necessary and reasonable ~~to~~ to facilitate obtaining water from and discharging effluent into the Atlantic Ocean for its facility located adjacent to the Property with all necessary fixtures and appurtenances, including subsurface (and not overhead) electric or other energized control lines as required for the operation of the said conduit and/or piping; and
2. the right to make connections with the conduits or piping at the boundaries of the Property; and
3. the right to trim, cut down, and/or remove bushes, grass, crops, trees or any other vegetation, to such extent as is necessary for any of these purposes in the reasonable judgment of Grantee; and
4. the right to change the existing surface grade of the Property as is reasonably necessary for any of these purposes; and
5. the right to enter on, alter and disturb the Property at any and all times for any of these purposes, upon reasonable written notice to the City of Belfast, which shall not be less than 48 hours, except in the case of an emergency.
6. Following the ~~initial~~ construction contemplated under the Temporary Construction Rights described below pursuant to existing Permits issued by the Belfast Planning Board, and prior to the commencement of additional construction ~~the~~ activities referenced above, the Grantee shall meet with the appropriate officials of the City of Belfast and provide topographical and engineering plans to depict the installation, maintenance and replacement of

the activities described above, and Grantee shall take into consideration and implement such reasonable requests as the City of Belfast may make to coordinate such activities with the then current and future municipal use, public use and maintenance of the premises by the City of Belfast

The Grantor reserves for itself, its successors and assigns each and every use, development, or enjoyment of the Property for any purpose that does not unreasonably interfere with the rights granted to Grantee, its successors and assigns.; and further provided that none of the following improvements may be made by the Grantor, without the prior written consent/permission of the Grantee<sup>[A4]</sup>, which shall not be unreasonably withheld:

1. ~~No buildings or any other permanent structures shall be erected or placed on the Property except that Grantor shall consent to installation of a pump house should Grantee, in its sole discretion, determine one is needed to obtain necessary quality or quantity of discharge or intake; said pump house shall occupy a footprint no greater than is needed, based on industry standards, and except that Grantor shall maintain the existing cottage.~~

2. No earth shall be removed, no fill may be added, and no other change shall be made to the final designed surface grade of the Property without the written permission of Grantee, to the extent that such actions may unreasonably interfere with the uses granted to Grantee herein.

3. Grantor shall not disturb the soil or install any structures or improvements, impermeable surfaces, or any facilities beyond those typical for the information, safety and convenience of passive public recreation and municipal uses on the Property.

4. Grantor shall exercise reasonable efforts to maintain the existing cottage currently on the Property for the benefit of the public.

#### TEMPORARY CONSTRUCTION RIGHTS

The right, for the period of time beginning as of the date hereof and through the construction of the project in accordance with the approvals, permits and licenses as authorized by the Code and Planning Office of the City of Belfast, State of Maine, and U.S. Army Corps of Engineers as such authorizations may be modified or amended from time to time, to enter upon the Property for the purposes of completing the construction of Grantee's land-based aquaculture facility ("Project"). All approvals shall be obtained by the Grantee and at Grantee's expense; ~~in its sole discretion the Code and Planning Office of the City of Belfast shall independently review and~~<sup>[A5]</sup> ~~apply the then-current Belfast Code of Ordinances and Belfast Planning Board participation as required.~~ Grantee acknowledges that this Easement Deed does not serve to provide any permit, license or permission that falls within the jurisdiction of the Code and Planning Office or Belfast Planning Board, be they present permits issued or permits which must be sought in the future.

Said right may include, but is not limited to, necessary excavating, placing of fill material, dredging, curbing, loaming, seeding, paving, installation of structures such as piping, culverts and sedimentation and erosion control structures, removal of trees, shrubs, bushes and other growth, selective cutting, trimming, and other necessary incidental work in grading and revegetating and stabilizing said adjoining land, in addition to the temporary placement of utility poles including all related fixtures, overhead wires, guys, etc. in order to allow for Project construction in accordance with all governing regulations and other requirements of law.

The rights granted with respect to the Temporary Easement Area are:

The right to enter upon the Property to install piping and perform the work as set forth herein, subject to the conditions described above: provided (except that condition 6, above, is hereby deemed satisfied and inapplicable with respect to for all existing Permits issued by the Belfast Planning Board, this temporary construction easement initial construction contemplated hereby).

Said right may include, but is not limited to, necessary excavating, placing of fill material, dredging, curbing, loaming, seeding, paving, installation of structures such as piping, culverts and sedimentation and erosion control structures, removal of trees, shrubs, bushes and other growth, selective cutting, trimming, and other necessary incidental work in grading and revegetating and stabilizing said adjoining land, in addition to the temporary placement of Temporary Construction Installations, in the form of utility poles including all related fixtures, overhead wires, guys, etc. in order to allow for Project construction in accordance with all governing regulations and other requirements of law, any of which Temporary Ceonstruction installations shall be removed in an expeditious manner after completion of the temporary construction work requiring electricity (A6).

The premises benefitted by this appurtenant easement shall be a portion of the premises on the generally west side of Route 1, formerly owned by the Belfast Water District, to be obtained by Grantee through the Options and Evaluations Agreements dated January 30, 2018, as amended, to be conveyed to Grantee.

**IN WITNESS WHEREOF**, the said City of Belfast, has caused this instrument to be executed by Eric Sanders, its Mayor, thereunto duly authorized  
this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF BELFAST

By: \_\_\_\_\_  
Eric Sanders, Mayor

State of Maine

County of \_\_\_\_\_

Date: \_\_\_\_\_, 2021

Personally appeared the above named Eric Sanders, duly authorized, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the City of Belfast.

Before me, \_\_\_\_\_  
Attorney/Notary Public

Print Name:

\_\_\_\_\_

My Commission expires \_\_\_\_\_



## William Kelly

---

**From:** Peter D. Klein <PKlein@dwmlaw.com>  
**Sent:** Wednesday, July 7, 2021 8:52 AM  
**To:** 'William Kelly'; David M. Kallin  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment  
**Attachments:** Eckrote - \_ City Deed - executed.PDF

Bill – we are good with your proposed revisions.

The building restriction was intended only to cover permanent structures and not signage or other temporary items.

I've attached the form of deed we collected from the Eckrotes, I expect the original will be delivered today.

Let me know if you have any questions or want to discuss. I have a 9AM call and am otherwise generally available today. Best,

Pete

---

**From:** William Kelly <bkelly11@bluestreakme.com>  
**Sent:** Tuesday, July 6, 2021 3:08 PM  
**To:** Peter D. Klein <PKlein@dwmlaw.com>; David M. Kallin <DKallin@dwmlaw.com>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

Pete and Dave

Thanks for the turn around. Take a look at the attached.

1. I just realized I did not really mean “whichever is sooner” in the P & S, which would have obviated the 45 day period.
2. I am not sure about the restrictions to allow no buildings or improvements by the “Grantor” in the easement deed. The City may wish to put some kind of access/parking point for safety to get off of Rt. 1, or a composting toilet, benches for lunch, etc. We have not discussed this being “forever wild”, so this is why I keep removing that language. When this proposal was discussed, Nordic offered to use it equipment for improvements to the property while it was mobilized for the pipe work. The City is not presently planning to anything in particular at the moment, but looking 100 years into the future, as long as the pipes are left undisturbed, I don't understand why no buildings or improvements are appropriate as a permanent restriction.
3. I understand the deed you attach from the City is in the same form as the Deed the City would obtain from Eckrote, otherwise, please send the draft proposed deed from Eckrote to the City.
4. There are a few other minor changes that I have added.

Thanks. Again, all subject to Council review, edits and approval. I am trying to avoid language which I think is likely to require an additional Council meeting after proposed edits from the Council, as that will delay the process.

Bill

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**From:** Peter D. Klein <PKlein@dwmlaw.com>  
**Sent:** Tuesday, July 6, 2021 12:34 PM  
**To:** 'William Kelly' <bkelly11@bluestreakme.com>; David M. Kallin <DKallin@dwmlaw.com>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

Bill – thanks for the update. We definitely understand the need to get this document in final and circulated as soon as possible so the City Council can consider it on Thursday.

We have just a few additional edits, after accepting your proposed edits. They show in redline in the attached. We also have included comments where appropriate to try and explain our thinking on the proposed additional edits. If easier to discuss over the phone I can be available all afternoon. The easiest way to reach me is my cell phone – 318-2410.

Thanks,

Pete

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**Sent:** Tuesday, July 6, 2021 12:09 PM  
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**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

Dave and Peter

Just want to let you know that if the City Council is going to meet to review the P & S this week, it is only Thursday evening that is possible at this point, and I need to give them the P & S today, if possible, so they may review it and the appraisal to review before Thursday. These folks have jobs during the day, and its about 150 pages combined to get through.

So, not to rush you, but that is what is happening on this end.

Thanks.

Bill

---

**From:** William Kelly <bkelly11@bluestreakme.com>  
**Sent:** Monday, July 5, 2021 12:14 PM  
**To:** 'David M. Kallin' <DKallin@dwmlaw.com>  
**Cc:** 'Peter D. Klein' <PKlein@dwmlaw.com>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

David and Peter

Here are my proposed edits. The substantive changes are really to the Easement Deed. Please send me the proposed deed from Eckrote to the City. It seems that should be an exhibit as well. The deed into the City and the deed out of the City should mirror each other.

I have left in the date of July 30, subject to the right of the City to close within 45 days of the date the City executes the Purchase and Sale Agreement. As we know, the July 30 is not a likely date as I do not yet have a final form Appraisal, but

I have modified paragraph 5(G) with some as soon as practicable language, and therefore we can view July 30 as a reference to the “as soon as practicable” date of closing.

The DRAFT attached is subject to further review, edit and approval by the City Council of the City of Belfast.

Thank you.

Bill

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**From:** David M. Kallin <[DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)>  
**Sent:** Friday, July 2, 2021 9:54 AM  
**To:** 'William Kelly' <[bkelly11@bluestreakme.com](mailto:bkelly11@bluestreakme.com)>  
**Cc:** Peter D. Klein <[PKlein@dwmlaw.com](mailto:PKlein@dwmlaw.com)>  
**Subject:** Real Estate Negotiations Pursuant to 4th Amendment

Bill,

See attached for an updated P&S regarding the new waterfront parcel and necessary project rights contemplated in the 4<sup>th</sup> Amendment to the project agreements. This is an update to the previously circulated draft that (1) updates to reflect the current status of Nordic’s work to deliver to the City the Eckrote rights in the new waterfront parcel, (2) cleans up the typos you flagged previously regarding the book and page citations in the Alleged Title Defects, and (3) includes the current state of the drafts of property descriptions and of the scope of the proposed easement regarding the Necessary Project Rights (which may get further refined as we approach the closings contemplated in the P&S). We’re sending this reserving our client’s right to review and offer edits, but wanted to get something for you to look at.

I’ve copied Pete Klein who will be handling most of the transaction documents for the various closings between Nordic, the City, and the Water District.

Let me know if you have thoughts or questions,  
Dave

David M. Kallin  
Attorney  
Drummond Woodsum  
207.253.0572 Direct | [DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)

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## William Kelly

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**From:** Peter D. Klein <PKlein@dwmlaw.com>  
**Sent:** Wednesday, July 7, 2021 11:42 AM  
**To:** 'William Kelly'; David M. Kallin  
**Cc:** 'Kelly & Associates, LLC'  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment confidential

Bill – thanks for those comments. I'll run those by Andre Duchette who is representing the Eckrotes to make sure they are in agreement. I expect no issues on that discussion.

Thanks for all your work on this – getting the deed language and easement wrapped up in the P&S should make our path to closing much smoother.

Best,

Pete

---

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**To:** Peter D. Klein <PKlein@dwmlaw.com>; David M. Kallin <DKallin@dwmlaw.com>  
**Cc:** 'Kelly & Associates, LLC' <kellylaw@bluestreakme.com>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment confidential

Peter and Dave

By gory we are getting close. Thanks for the deed, I have two revisions:

1. As the P & S with Eckrote/Nordic and the City had the express language of the easement rights in the attached draft easement to be conveyed to Nordic, the language in the Subject To clause in the deed you sent is redundant, and may subject the City to a second demand from Nordic at a later date for additional rights, and we all want to be done with a final set of documents. Also, the P & S recognizes that the (2018) existing P & S with Nordic and Excrote for easement rights is not extinguished by the proposed P & S, should it not close, and thus there is protection there, as there should be.
2. "After all this gun fire I don't remember if I fired six shots or five" to paraphrase Dirty Harry. So...since the shots keep coming, could we please add "Further Releasing to the Grantee all right, title and interest in and to the intertidal area adjacent to the premises described above." I realize the call is along the Bay, but it seems appropriate since the referenced survey cited in the deed expressly states that no intertidal area is owned by Eckrote, to my recollection.

Thanks.

Bill

---

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Attorney  
Drummond Woodsum  
207.253.0572 Direct | [DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)

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## William Kelly

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**From:** Peter D. Klein <PKlein@dwmlaw.com>  
**Sent:** Wednesday, July 7, 2021 3:52 PM  
**To:** 'Bill Kelly'  
**Cc:** David M. Kallin; Kelly & Associates, LLC  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment confidential

Thanks Bill, if you could forward the distribution of the P&S so I can share the final form with my client I would appreciate it. I must confess that because of the speed at which we are moving and various vacation schedules we have internal review pending. I do not think we will have further edits, but that is possible and I understand that would need to go before council. Thanks,

Pete

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**From:** Bill Kelly <bkelly11@bluestreakme.com>  
**Sent:** Wednesday, July 7, 2021 1:46 PM  
**To:** Peter D. Klein <PKlein@dwmlaw.com>  
**Cc:** David M. Kallin <DKallin@dwmlaw.com>; Kelly & Associates, LLC <kellylaw@bluestreakme.com>  
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**Sent:** Wednesday, July 7, 2021 5:16 PM  
**To:** Bill Kelly  
**Cc:** Peter D. Klein; David M. Kallin; Kelly & Associates, LLC  
**Subject:** Re: Real Estate Negotiations Pursuant to 4th Amendment confidential

Yes but the permanent easement cannot be limited to solely the pipe install area. The easement scope changed based on acquisition of the entire property. But, you are right the piping location did not.

Sent from my iPhone

On Jul 7, 2021, at 5:10 PM, Bill Kelly <bkelly11@bluestreakme.com> wrote:

Pete

I think the temporary construction easement is over the whole lot, but the pipes should have a fixed location for future planning by the City. That should work for all of us.

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**Sent:** Tuesday, July 6, 2021 12:09 PM  
**To:** David M. Kallin <[DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)>; Peter D. Klein <[PKlein@dwmlaw.com](mailto:PKlein@dwmlaw.com)>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

Dave and Peter

Just want to let you know that if the City Council is going to meet to review the P & S this week, it is only Thursday evening that is possible at this point, and I need to give them the P & S today, if possible, so they may review it and the appraisal to review before Thursday. These folks have jobs during the day, and its about 150 pages combined to get through.

So, not to rush you, but that is what is happening on this end.

Thanks.

Bill

---

**From:** William Kelly <[bkelly11@bluestreakme.com](mailto:bkelly11@bluestreakme.com)>  
**Sent:** Monday, July 5, 2021 12:14 PM  
**To:** 'David M. Kallin' <[DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)>  
**Cc:** 'Peter D. Klein' <[PKlein@dwmlaw.com](mailto:PKlein@dwmlaw.com)>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

David and Peter

Here are my proposed edits. The substantive changes are really to the Easement Deed. Please send me the proposed deed from Eckrote to the City. It seems that should be an exhibit as well. The deed into the City and the deed out of the City should mirror each other.

I have left in the date of July 30, subject to the right of the City to close within 45 days of the date the City executes the Purchase and Sale Agreement. As we know, the July 30 is not a likely date as I do not yet have a final form Appraisal, but I have modified paragraph 5(G) with some as soon as practicable language, and therefore we can view July 30 as a reference to the "as soon as practicable" date of closing.

The DRAFT attached is subject to further review, edit and approval by the City Council of the City of Belfast.

Thank you.

Bill

---

**From:** David M. Kallin <[DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)>  
**Sent:** Friday, July 2, 2021 9:54 AM  
**To:** 'William Kelly' <[bkelly11@bluestreakme.com](mailto:bkelly11@bluestreakme.com)>  
**Cc:** Peter D. Klein <[PKlein@dwmlaw.com](mailto:PKlein@dwmlaw.com)>  
**Subject:** Real Estate Negotiations Pursuant to 4th Amendment

Bill,

See attached for an updated P&S regarding the new waterfront parcel and necessary project rights contemplated in the 4<sup>th</sup> Amendment to the project agreements. This is an update to the previously circulated draft that (1) updates to reflect the current status of Nordic's work to deliver to the City the Eckrote rights in the new waterfront parcel, (2) cleans up the typos you flagged previously regarding the book and page citations in the Alleged Title Defects, and (3) includes the current state of the drafts of property descriptions and of the scope of the proposed easement

regarding the Necessary Project Rights (which may get further refined as we approach the closings contemplated in the P&S). We're sending this reserving our client's right to review and offer edits, but wanted to get something for you to look at.

I've copied Pete Klein who will be handling most of the transaction documents for the various closings between Nordic, the City, and the Water District.

Let me know if you have thoughts or questions,  
Dave

**David M. Kallin**  
Attorney  
Drummond Woodsum  
207.253.0572 Direct | [DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)

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## William Kelly

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**From:** David M. Kallin <DKallin@dwmlaw.com>  
**Sent:** Thursday, July 8, 2021 10:57 AM  
**To:** 'William Kelly'; Joanna B. Tourangeau  
**Subject:** RE: Confidential Real Estate Negotiation and Fourth Amendment efforts to clear title

Bill:

The Docket Number for the Waldo litigation is RE-2019-18. The language in the DRAFT template letter seems clear and looks good to us.

Given that the DRAFT template letter refers to both upland and intertidal, it seems like the same language may be appropriate for the use restriction as well. Of course, if the City's offer exceeds the appraised value, that might be something worth noting in that letter. Because the potential use restriction was never mentioned other than in one 1946 deed, some of those folks may be surprised to hear of its alleged existence a supposed use restriction, so it might clarifying things to say that its existence has been alleged in the lawsuit to apply to all land that was once owned by Harriett L. Hartley, a predecessor in title to the letter recipients.

Thanks,  
Dave

David M. Kallin  
Attorney  
Drummond Woodsum  
207.253.0572 Direct | [DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)

---

**From:** William Kelly <bkelly11@bluestreakme.com>  
**Sent:** Wednesday, July 7, 2021 8:12 PM  
**To:** David M. Kallin <DKallin@dwmlaw.com>; Joanna B. Tourangeau <JTourangeau@dwmlaw.com>  
**Subject:** Confidential Real Estate Negotiation and Fourth Amendment efforts to clear title

Dave and Joanna

This email is in furtherance of the ongoing real estate negotiations and is confidential.

I attach a draft letter to make offers to purchase alleged property interests as referenced in the Fourth Amendment and the DRAFT Eckrote Purchase and Sale Agreement that the City Council will review tomorrow. The Fourth Amendment requires us to work cooperatively regarding the clearing of title, and I look forward to any edits or clarifications you would suggest in this DRAFT template letter. A similar letter regarding the Use restriction would have to be sent out as well. Please comment on that as well.

Thank you.

Bill

WILLIAM S. KELLY, ESQ.  
KELLY & ASSOCIATES, LLC

96 HIGH STREET, BELFAST, ME 04915  
TEL: (207) 338-2702 - FAX: (207) 338-0328  
EMAIL: [bkelly11@bluestreakme.com](mailto:bkelly11@bluestreakme.com)

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## William Kelly

---

**From:** David M. Kallin <DKallin@dwmlaw.com>  
**Sent:** Thursday, July 8, 2021 11:01 AM  
**To:** 'William Kelly'; Joanna B. Tourangeau  
**Subject:** RE: Confidential Real Estate Negotiation and Fourth Amendment efforts to clear title

Bill,

Also if you wanted to substitute an exhibit to the 4<sup>th</sup> amendment that cleans up the scrivener's error in the recording information for the surveyor report, you'd certainly be authorized to do that as well. As you know, we've corrected that scrivener's error in the similar attachment to the DRAFT Eckrote Property P& S.

Dave

---

**From:** David M. Kallin  
**Sent:** Thursday, July 8, 2021 10:57 AM  
**To:** 'William Kelly' <bkelly11@bluestreakme.com>; Joanna B. Tourangeau <JTourangeau@dwmlaw.com>  
**Subject:** RE: Confidential Real Estate Negotiation and Fourth Amendment efforts to clear title

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Thanks,  
Dave

David M. Kallin  
Attorney  
Drummond Woodsum  
207.253.0572 Direct | [DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)

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**To:** David M. Kallin <[DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)>; Joanna B. Tourangeau <[JTourangeau@dwmlaw.com](mailto:JTourangeau@dwmlaw.com)>  
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Thank you.

Bill

WILLIAM S. KELLY, ESQ.  
KELLY & ASSOCIATES, LLC  
96 HIGH STREET, BELFAST, ME 04915  
TEL: (207) 338-2702 - FAX: (207) 338-0328  
EMAIL: [bkelly11@bluestreakme.com](mailto:bkelly11@bluestreakme.com)

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## William Kelly

---

**From:** Peter D. Klein <PKlein@dwmlaw.com>  
**Sent:** Thursday, July 8, 2021 11:18 AM  
**To:** 'William Kelly'  
**Cc:** David M. Kallin; 'Kelly & Associates, LLC'  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment confidential  
**Attachments:** PS - City \_ Nordic re Eckrote w Clty 7 7 21 for City Council Review - dwm rev.DOC

Thanks Bill – I totally understand the timing constraints and appreciate your pushing this forward. I didn't see any highlight in your version but did see the change to the language describing location. I do think we need to move that language slightly (see redline attached) to make it clear that the location language applies to the permanent easement and not the temporary construction easement, per our email conversation. We still need to run this by our client but I expect we will be able to get comfortable with this. Best,

Pete

---

**From:** William Kelly <bkelly11@bluestreakme.com>  
**Sent:** Wednesday, July 7, 2021 5:54 PM  
**To:** Peter D. Klein <PKlein@dwmlaw.com>  
**Cc:** David M. Kallin <DKallin@dwmlaw.com>; 'Kelly & Associates, LLC' <kellylaw@bluestreakme.com>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment confidential

Here it is. Had to get it out to Council when I did, and did not have time to discuss the change. Only change is to Easement deed and highlighted in yellow. The Council did not get it highlighted. The Temporary easement area is not limited.

Thanks.

Bill

---

**From:** Peter D. Klein <PKlein@dwmlaw.com>  
**Sent:** Wednesday, July 7, 2021 3:52 PM  
**To:** 'Bill Kelly' <bkelly11@bluestreakme.com>  
**Cc:** David M. Kallin <DKallin@dwmlaw.com>; Kelly & Associates, LLC <kellylaw@bluestreakme.com>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment confidential

Thanks Bill, if you could forward the distribution of the P&S so I can share the final form with my client I would appreciate it. I must confess that because of the speed at which we are moving and various vacation schedules we have internal review pending. I do not think we will have further edits, but that is possible and I understand that would need to go before council. Thanks,

Pete

---

**From:** Bill Kelly <bkelly11@bluestreakme.com>  
**Sent:** Wednesday, July 7, 2021 1:46 PM  
**To:** Peter D. Klein <PKlein@dwmlaw.com>

**Cc:** David M. Kallin <DKallin@dwmlaw.com>; Kelly & Associates, LLC <kellylaw@bluestreakme.com>

**Subject:** Re: Real Estate Negotiations Pursuant to 4th Amendment confidential

Pete thanks for your email. I will email the packet to you that I sent to the council when I get to Belfast. I'm on the road right now. I did add a phrase in the easement deed in two places to make clear that the easement for Nordic is in the location approved by the planning board. I had failed to identify the location in my prior edits. Obviously the entire lot cannot be subject to the permanent easement.

Bill

Sent from my iPhone

On Jul 7, 2021, at 11:42 AM, Peter D. Klein <PKlein@dwmlaw.com> wrote:

Bill – thanks for those comments. I'll run those by Andre Duchette who is representing the Eckrotes to make sure they are in agreement. I expect no issues on that discussion.

Thanks for all your work on this – getting the deed language and easement wrapped up in the P&S should make our path to closing much smoother.

Best,

Pete

---

**From:** William Kelly <bkelly11@bluestreakme.com>

**Sent:** Wednesday, July 7, 2021 11:34 AM

**To:** Peter D. Klein <PKlein@dwmlaw.com>; David M. Kallin <DKallin@dwmlaw.com>

**Cc:** 'Kelly & Associates, LLC' <kellylaw@bluestreakme.com>

**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment confidential

Peter and Dave

By gory we are getting close. Thanks for the deed, I have two revisions:

1. As the P & S with Eckrote/Nordic and the City had the express language of the easement rights in the attached draft easement to be conveyed to Nordic, the language in the Subject To clause in the deed you sent is redundant, and may subject the City to a second demand from Nordic at a later date for additional rights, and we all want to be done with a final set of documents. Also, the P & S recognizes that the (2018) existing P & S with Nordic and Excrote for easement rights is not extinguished by the proposed P & S, should it not close, and thus there is protection there, as there should be.
2. "After all this gun fire I don't remember if I fired six shots or five" to paraphrase Dirty Harry. So...since the shots keep coming, could we please add "Further Releasing to the Grantee all right, title and interest in and to the intertidal area adjacent to the premises described above." I realize the call is along the Bay, but it seems appropriate since the referenced survey cited in the deed expressly states that no intertidal area is owned by Eckrote, to my recollection.

Thanks.

Bill

**From:** Peter D. Klein <PKlein@dwmlaw.com>  
**Sent:** Wednesday, July 7, 2021 8:52 AM  
**To:** 'William Kelly' <bkelly11@bluestreakme.com>; David M. Kallin <DKallin@dwmlaw.com>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

Bill – we are good with your proposed revisions.

The building restriction was intended only to cover permanent structures and not signage or other temporary items.

I've attached the form of deed we collected from the Eckrotes, I expect the original will be delivered today.

Let me know if you have any questions or want to discuss. I have a 9AM call and am otherwise generally available today. Best,

Pete

---

**From:** William Kelly <bkelly11@bluestreakme.com>  
**Sent:** Tuesday, July 6, 2021 3:08 PM  
**To:** Peter D. Klein <PKlein@dwmlaw.com>; David M. Kallin <DKallin@dwmlaw.com>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

Pete and Dave

Thanks for the turn around. Take a look at the attached.

1. I just realized I did not really mean “whichever is sooner” in the P & S, which would have obviated the 45 day period.
2. I am not sure about the restrictions to allow no buildings or improvements by the “Grantor” in the easement deed. The City may wish to put some kind of access/parking point for safety to get off of Rt. 1, or a composting toilet, benches for lunch, etc. We have not discussed this being “forever wild”, so this is why I keep removing that language. When this proposal was discussed, Nordic offered to use it equipment for improvements to the property while it was mobilized for the pipe work. The City is not presently planning to anything in particular at the moment, but looking 100 years into the future, as long as the pipes are left undisturbed, I don't understand why no buildings or improvements are appropriate as a permanent restriction.
3. I understand the deed you attach from the City is in the same form as the Deed the City would obtain from Eckrote, otherwise, please send the draft proposed deed from Eckrote to the City.
4. There are a few other minor changes that I have added.

Thanks. Again, all subject to Council review, edits and approval. I am trying to avoid language which I think is likely to require an additional Council meeting after proposed edits from the Council, as that will delay the process.

Bill

---

**From:** Peter D. Klein <PKlein@dwmlaw.com>  
**Sent:** Tuesday, July 6, 2021 12:34 PM  
**To:** 'William Kelly' <bkelly11@bluestreakme.com>; David M. Kallin <DKallin@dwmlaw.com>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

Bill – thanks for the update. We definitely understand the need to get this document in final and circulated as soon as possible so the City Council can consider it on Thursday.

We have just a few additional edits, after accepting your proposed edits. They show in redline in the attached. We also have included comments where appropriate to try and explain our thinking on the proposed additional edits. If easier to discuss over the phone I can be available all afternoon. The easiest way to reach me is my cell phone – 318-2410.

Thanks,

Pete

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language, and therefore we can view July 30 as a reference to the “as soon as practicable” date of closing.

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Let me know if you have thoughts or questions,  
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**David M. Kallin**  
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## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made this \_\_th day of July, 2021 (the "Effective Date") by and among the **City of Belfast**, with a mailing address of 131 Church Street, Belfast, Maine (the "City"), and **Nordic Aquafarms, Inc.** a Delaware corporation having an address of c/o Nordic Aquafarms, 511 Congress Street, Suite 500 Portland, ME 04101 ("Nordic");

WHEREAS, Nordic has arranged for the acquisition of real property located at 282 Northport Avenue, Belfast, Maine, identified on the City of Belfast Tax Map 29 as Lot 36, and all rights appurtenant thereto, which for the avoidance of doubt includes the Eckrote Intertidal as defined on Exhibit C (the "Premises") from Richard and Janet Eckrote (the "Seller"); and

WHEREAS, the Seller and Nordic entered into an Easement Purchase and Sale Agreement dated August 6, 2018, as later clarified and extended, pursuant to which the Seller agreed to convey to Nordic, and Nordic agreed to purchase from Seller, a perpetual subsurface easement as more fully described therein (the "Easement PSA"); and

WHEREAS, Nordic is the Grantee of rights under certain release deeds given by David Wesley Bell, Karen L. Stockunas, Constance Daily, Barbara Bell, Sandra L. Bell, David Woods, Marcia L. Woods, Robert L. Burger, Robert L. Burger II, and Thomas A. Burger as heirs of Harriet Hartley, which release deeds are recorded in the Waldo County Registry of Deeds and pursuant to which the said individuals released to Nordic any right, title and interest they might have had in the real property conveyed to the said Harriet L. Hartley under a deed recorded in the Waldo County Registry of Deeds at Book 386, Page 453 (the "Hartley Rights"); and

WHEREAS, the City and Nordic are parties, together with the Belfast Water District ("BWD"), to a certain Options and Purchase Agreement dated January 30, 2018, as amended from time to time, through to the Fourth Amendment to date (as so amended, the "Options Agreement"); and

WHEREAS, pursuant to the Options Agreement, Nordic shall acquire from the BWD real property upon which it will construct an aquaculture facility in accordance with certain governmental approvals, as more fully described therein; and

WHEREAS, pursuant to the Options Agreement, the City shall acquire property described as the "Waterfront Parcel", together with parking and easement rights described in the said Options Agreement; and

WHEREAS, the Waterfront Parcel will allow the City to provide access to a recreational walking trail system located on the Waterfront Parcel together with significant other public benefit for the City and the BWD; and

WHEREAS, the Premises is located adjacent to the Waterfront Parcel and, if acquired by the City, would allow the City to extend the walking trail system on the

Waterfront Parcel to the Premises which would give the public access to Penobscot Bay and the Atlantic Ocean, which access is not possible from the Waterfront Parcel; and

WHEREAS, Nordic is willing to pay for the Premises to be transferred to the City and facilitate additional public benefits described in the foregoing recitals in accordance with the terms and conditions set forth below; and

WHEREAS, the City and Nordic also enter into this Agreement in furtherance of the purpose of the Options Agreement, namely the construction of the aquaculture facility by Nordic and the City's ability to provide public benefits to the BWD, the general public and, more specifically residents of the City; and

WHEREAS, the Seller has delivered to Nordic two deeds and related transfer documents regarding the Premises, one of which deeds conveys the Premises to the City (the "City Deed") and one of which deeds conveys the Premises to Nordic (the "Nordic Deed") to be held in escrow by Nordic and to be released and recorded as contemplated under the terms of this Agreement; and

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained herein, the parties agree as follows:

1. TIME FOR PERFORMANCE; DELIVERY OF DEED. In furtherance of and subject to the Fourth Amendment to the Evaluation Agreement and Options and Purchase Agreement, the Closing contemplated by this agreement involves (i) the release and recording of the City Deed, (ii) Nordic delivering to the City and recording a release deed conveying the Hartley Rights pertaining to the Premises to the City (the "Hartley Rights Deed"), and (iii) the City delivering to Nordic a deed to the Premises (the "City/Nordic Deed"), which deed from the City to Nordic shall be held by Nordic and released and recorded as described below, and (iv) after the Closing Date but within 30 days following the date hereof the City delivering to Nordic an easement as set forth on Exhibit D together with the additional Necessary Project Rights, as described and defined below (the "Nordic Easement"). The Closing shall occur at such time (during normal business hours) and on such a business day (the "Closing Date") as may be agreed by the City and Nordic by delivery of original documents to counsel for Nordic who will record the documents contemplated hereby and disburse the sale proceeds to Seller in accordance with a settlement statement signed by Nordic and Seller, but in no event shall the Closing shall take place later than July 30, 2021 (the "Outside Closing Date"), or 45 days from the date of execution of this Agreement by the City of Belfast, and the City shall use reasonable effort to close as soon as practicable. In the event that either (i) the Closing does not occur on or before the Outside Closing Date or (ii) the City does not acquire the Necessary Project Rights (as defined below) within 45 days following the date of execution of this Agreement by the City of Belfast, Nordic shall have the right, but not the obligation, to terminate this Agreement at any time thereafter by giving written notice to the City and shall thereafter be relieved of all liability hereunder. Upon such termination, Nordic shall have the right to release and record the Nordic Deed, and this Agreement shall be deemed null and void.

2. NO MERGER. The rights granted to Nordic hereunder and to be granted to Nordic in the Nordic Deed shall not merge with those rights contemplated by the Easement PSA, it being the expressed intention that the Easement PSA shall remain in full force and effect unless and until the same is terminated by Nordic.

3. CLOSING DOCUMENTS. At the Closing:

A. Deed. Nordic shall release to the City the City Deed and the Hartley Rights Deed;

B. Nordic Deed. The City shall, prior to the release and delivery of the City Deed, deliver to Nordic the City/Nordic Deed, which shall be held by Nordic and released and recorded in accordance with the terms described below.

C. Nordic Easement. The City, subject to and consistent with the City using best reasonable efforts as described in the Fourth Amendment to the Options and Evaluation Agreements, shall convey to Nordic the Nordic Easement free from the alleged title defects listed on Exhibit B, attached hereto (the "Alleged Title Defects"), within 45 days following the date hereof. In the event that the City so conveys the easement contemplated by the Easement PSA free from the Alleged Title Defects, the Nordic Deed shall be destroyed and the Premises shall remain property of the City, subject to the easement granted to Nordic. In the event that the City does not convey to Nordic the easement contemplated by the Easement PSA free from the Alleged Title Defects within the forty-five day period following the date hereof, Nordic shall have the right (but not the obligation) at any time following the expiration of such forty-five day period, to release and record the City/Nordic Deed, as its exclusive remedy for such failure to convey the Easement PSA free from the Alleged Title Defects.

D. Title Affidavits. Nordic and the City shall execute and deliver, in connection with the Closing, executed originals of such customary certificates, affidavits or letters of indemnity as the title insurance company issuing the title insurance policy on the Premises shall require in order to issue such policy and to omit therefrom all exceptions for unfiled mechanics', materialmens' or similar liens and parties in possession and brokers' liens;

E. Nonforeign Person Affidavit. Nordic and the City shall execute and deliver, in connection with the Closing, such affidavits and certificates, in form and substance reasonably satisfactory as may be requested by the City and Nordic;

F. Notification of Withholding Tax Requirement. Nordic and the City shall execute and deliver, in connection with the Closing, executed original certificates in form and substance reasonably satisfactory acknowledging receipt of notification of the withholding tax requirements of the State of Maine;

G. Maine Withholding. Nordic and the City shall execute and deliver, in connection with the Closing, such form as may be needed, to deduct and withhold a portion of the Purchase Price pursuant to 36 M.R.S.A. § 5250-A;

H. Underground Oil Storage Tank Certification. Nordic and the City shall execute and deliver, in connection with the Closing, a written notice, in form and substance reasonably satisfactory, which written notice shall certify the registration numbers of the underground oil storage facilities located on the Premises, the exact location of the facilities, whether or not they have been abandoned in place, and that the facilities are subject to regulation by the Maine Department of Environmental Protection;

I. Real Estate Transfer Tax Declaration. Nordic and the City shall execute and deliver, in connection with the Closing, a Real Estate Transfer Tax Declaration in the form required to be recorded with the deed and the real estate transfer tax imposed by the State of Maine shall be paid by the City and Nordic in accordance with law;

J. Prorations. Real estate taxes assessed by the City and water and sewer use charges (if any) shall be prorated as of the Closing Date;

K. Other Documents. Nordic and the City shall execute, acknowledge and deliver such other documents and items as Nordic's or the City's attorneys may reasonably require.

4. DEFAULT. Subject to and pursuant to the Fourth Amendment of the Evaluation Agreement and Options and Purchase Agreements, in the event that either party is in default or fails to comply with any of the terms and conditions of this Agreement, the other party may terminate this Agreement and pursue all remedies available at law and equity, including, without limitation, an action for specific performance, it being agreed that no adequate remedy at law exists.

5. MISCELLANEOUS.

A. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. No party shall have the right to assign this Agreement without the prior consent of the other party.

B. Any notice relating in any way to this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier, addressed to the addresses first listed above, with copies to:

Representative of the City: William Kelly, Esq.  
Kelly & Associates, LLC  
96 High Street  
Belfast, ME 04915

Representative of Nordic: Joanna B. Tourangeau, Esq.  
Drummond Woodsum  
84 Marginal Way, Suite 600  
Portland, ME 04101

and such notice shall be deemed delivered two (2) days after so posted. Either party may, by such manner of notice, substitute person or addresses for notice other than those listed above.

C. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing, signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

E. This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine. Any dispute requiring court action shall be first brought in Waldo County Superior Court.

F. Unless otherwise expressly provided, whenever a provision of this Agreement refers to a matter being satisfactory, it shall mean satisfactory in such party's sole discretion.

G. The closing date shall be held as soon as practicable, prior to the expiration of the 45 day period, as described herein.

H. This Agreement may be executed in one or more counterparts, all of which shall collectively constitute a single instrument.

I. Any dates in this Agreement may be extended, at Nordic's option, in the event of any governmental action, including, without limitation, a moratorium on development, imposed, declared or otherwise instituted by a municipality or any other similar governmental authority for a number of days equal to the days such moratorium or similar government action is pending.

Disclosure. Except as and to the extent required by law, without the prior written consent of the other party, neither the City nor Nordic shall, nor shall their respective representatives or employees, directly or indirectly, make any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding, a transaction between the parties, or any of the terms, conditions or other aspects of the transactions proposed in this Agreement except that Nordic and its representatives are hereby authorized to disclose any aspect of this transaction in connection with the conduct of its pursuit of permits and due diligence.

Confidentiality. Except as and to the extent required by law, the City will not disclose or use, and it shall cause its representatives not to disclose or use any Confidential Information with respect to Nordic furnished, or to be furnished, by Nordic in connection herewith at any time or in any manner except in connection with the transaction discussed in this Agreement or in furtherance of its due diligence review or efforts to secure financing for this transaction. For purposes of this letter of intent, “Confidential Information” means any information concerning the Nordic’s assets, or the Premises; provided that it does not include information that the City can demonstrate (i) is generally available to or known by the public other than as a result of improper disclosure by the City or (ii) is obtained by the City from a source other than Nordic or its representatives, provided that such source was not bound by a duty of confidentiality to Nordic with respect to such information.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

CITY OF BELFAST

\_\_\_\_\_

By: \_\_\_\_\_  
Eric Sanders, Mayor

[INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

NORDIC AQUAFARMS, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Erik Heim  
Title: President

[INTENTIONALLY BLANK]

Exhibit A  
Deed from City to Nordic

MUNICIPAL QUITCLAIM DEED

**CITY OF BELFAST**, a municipal corporation having a mailing address of 131 Church Street, Belfast, Maine 04915, ("Grantor"), for consideration paid, Releases all of its right, title and interest to **NORDIC AQUAFARMS, INC.**, a Delaware corporation having an address of c/o Nordic Aquafarms, 511 Congress Street, Suite 500 Portland, ME 04101 ("Grantee") in and to a certain lot or parcel of land, together with the buildings and improvements thereon located on the easterly side of U.S. Route One in the City of Belfast, County of Waldo, and State of Maine, more particularly described as follows:

A certain lot or parcel of land, together with buildings thereon, situated in the City of Belfast, County of Waldo, State of Maine, more particularly bounded and described as follows:

Beginning at a 5/8" capped rebar set on the southeasterly line of Northport Ave. (U.S. Route One), in the center of a concrete culvert crossing said Northport Avenue, said rod marking the northwesterly corner of land formerly of Larry Theye and Betty Becker-Theye (reference Waldo County Registry of Deeds Book 1303, Page 184);

Thence N 31° 10' 24" E along said Northport Avenue a distance of four hundred eighty-one and three hundredths (481.03) feet to a 5/8" capped rebar set in the southwesterly corner of land now or formerly of Lyndon Morgan (for reference see deed recorded in the Waldo County Registry of Deeds in Book 1804, Page 307, parcel #1);

Thence S 39° 49' 26" E along land of said Morgan a distance of four hundred twenty-eight and ninety-seven hundredths (428.97) feet to an iron rod found;

Thence continuing S 39° 49' 26" E along land of said Morgan a distance of twenty-four (24) feet, more or less, to the high water mark of Penobscot Bay;

Thence generally southwesterly along said Bay a distance of four hundred twenty-five (425) feet, more or less, to a 5/8" capped rebar set in the end of a ditch marking land formerly of Larry Theye and Betty Becker-Theye, said rebar being located S 70° 54' 45" W a distance of three hundred twenty-two and ninety-one hundredths (322.91) feet from the last mentioned iron rod found and S 83° 52' 14" E a distance of two hundred nineteen and eighty-three (219.83) feet from the rebar at the point of beginning.

Thence northwesterly along the bottom of a ditch marking land now or formerly of Larry Theye and Betty Becker-Theye a distance of two hundred fifty (250) feet, more or less, to the point of beginning, containing 2.8 acres, more or less.

Meaning and intending to convey and hereby conveying the same premises described in a deed from William O. Poor to Phyllis J. Poor, dated July 1, 1991, recorded in the Waldo County Registry of Deeds in Book 1228, Page 346, and premises conveyed to said Phyllis and William Poor by deed from Frederick C. and Priscilla B. Kelly by deed recorded in said Registry in Book 957, Page 306. For further reference see deeds to William and Phyllis Poor from Frederick Poor

recorded in Book 691, Page 44, and from Douglas and Marion Tozier recorded in Book 724, Page 415.

The description above is based on a survey entitled "Boundary Survey of the Property of Phyllis J. Poor Estate" dated August 31, 2012, oriented to magnetic north, August, 2012, by Good Deeds, Inc.

ALSO releasing all right, title and interest to any land located between the northeasterly bound of the premises above described and land now or formerly of Lyndon Morgan as described in Waldo County Registry of Deeds Book 1804, Page 307.

Being those same premises conveyed to the within Grantors by deed of R. Kenneth Lindell and Barbara Gray, co-personal representatives of the Estate of Phyllis J. Poor, dated October 15, 2012 and recorded in the Waldo County Registry of Deeds in Book 3697, Page 5.

ALSO releasing any right, title or interest Grantors may have to enforce that use restriction set forth in a certain deed from Harriet L. Hartley to Fred R. Poor dated January 25, 1946 and recorded in the Waldo County Registry of Deeds in Book 452, Page 205.

ALSO granting and conveying all right, title and interest conveyed to Grantor under the so-called Hartley Rights deed given by Grantee to Grantor on July \_\_, 2021 and recorded at book \_\_, page \_\_ of the Waldo County Registry of Deeds.

[End of page. Execution page follows.]

IN WITNESS WHEREOF, the undersigned has set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF BELFAST

\_\_\_\_\_

By: \_\_\_\_\_  
Eric Sanders, Mayor

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_, 2021

Then personally appeared the above named Eric Sanders, in his capacity as the mayor of the City of Belfast, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

\_\_\_\_\_  
Notary Public/Maine Attorney at Law

Print name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Exhibit B  
Alleged Title Defects

1. Any right, title and interest of Jeffrey R. Mabee and Judith B Grace under a deed recorded in the Waldo County Registry of Deeds at Book 1221, Page 347 in the intertidal area more particularly described on Exhibit C (the "Eckrote Intertidal"). For an explanation of the claims of Jeffrey R. Mabee and Judith B Grace therein, further reference is made to Surveyor's Opinion regarding Mabee-Grace Survey by Donald R. Richards, P.L.S., L.F. recorded in the Waldo County Registry of Deeds at Book 4425, Page 165.
2. Any right, title and interest of Friends of the Harriet L. Hartley Conservation Area in and to the Eckrote Intertidal Area, which interest was assigned to it by Upstream Watch by an instrument dated November 4, 2019 in which Upstream Watch assigned its rights under a Conservation Easement Deed recorded in the Waldo County Registry of Deeds at Book 4367, Page 273 granted by Jeffrey R. Mabee and Judith B. Grace. For an explanation of the claims of Jeffrey R. Mabee and Judith B Grace on which this conveyance is based further reference is made to Surveyor's Opinion regarding Mabee-Grace Survey by Donald R. Richards, P.L.S., L.F. recorded in the Waldo County Registry of Deeds at Book 4425, Page 165.
3. Any right, title and interest of the heirs and/or assigns of Harriet L. Hartley, as a result of the following language appearing in a deed recorded at Book 452, Page 205 of the Waldo County Registry of Deeds as follows. "The lot or parcel of land herein described is conveyed to Fred R. Poor with the understanding it is to be used for residential purposes only, that no business for profit is to be conducted there unless agreed to by Harriet L. Harley, her heirs or assigns.", including any such interest of Jeffrey R. Mabee and Judith B. Grace; Lyndon W. Morgan; Gary Roughead Revocable Living Trust; J. Thomas Kent, Jr. and Joan L. Kent; Michael H. Giles and Jayne C Giles; Peter A Rasmussen and Adrienne R. Boissy; and their heirs, successors, and/or assigns as their interests may appear. Further reference is made to Surveyor's Opinion regarding Mabee-Grace Survey by Donald R. Richards, P.L.S., L.F. recorded in the Waldo County Registry of Deeds at Book 386, Page 453. Together with any right, title and interest of heirs of Harriet L. Hartley in the said use restriction, other than those released by the Hartley Rights. Specifically, any such interest of Richard B. Bell Jr. or his step children, Janet Cooper-Zelner and Elizabeth Cooper Rankin and Carol Bell Watson.

Any right, title and interest of heirs of Harriet L. Hartley in the Eckrote Intertidal Area, other than those released by the Hartley Rights. Further reference regarding this interest is made to Exhibit C, Note 6. Specifically, any such interest of Richard B. Bell Jr. or his step children, Janet Cooper-Zelner and Elizabeth Cooper Rankin whose interest, should it exist, would be 6% and Carol Bell Watson whose interest, should it exist, would be 1%.

Exhibit C  
ECKROTE INTERTIDAL DESCRIPTION

A certain lot or parcel of intertidal land located easterly of Route One (a.k.a. Northport Avenue) and on the westerly shore of Penobscot Bay in the City of Belfast, County of Waldo, State of Maine, shown as the 5.1 acre intertidal area on attached Exhibit 1 and being more particularly described as follows:

COMMENCING at a 5/8 inch rebar with survey cap stamped "GOOD DEEDS" found on the easterly right-of-way line of Route One at the most westerly corner of land of Lyndon G. Morgan as described in a deed recorded in Book 1804, Page 307 of the Waldo County Registry of Deeds.

THENCE S 54°53'45" E along said land of Morgan a distance of 429.01 feet to a 5/8 inch rebar found.

THENCE S 54°53'45" E along said land of Morgan a distance of 26.1 feet to the high water mark of Penobscot Bay and the **TRUE POINT OF BEGINNING**.

THENCE S 31°35'52" E along said intertidal land of Morgan a distance of 777 feet more or less to the low water mark of Penobscot Bay.

THENCE westerly, southeasterly, southwesterly, and northwesterly along said low water mark of Penobscot Bay a distance of 820 feet more or less to intertidal land of Donald K. Schweikert and Wendy W. Schweikert as described in a deed recorded in Book 4441, Page 184 of the Waldo County Registry of Deeds.

THENCE N 35°41'53" W along said intertidal land of Schweikert a distance of 834 feet more or less to the high water mark of Penobscot Bay at the mouth of a brook which is N 89°41'01" E a distance of 42.5 feet from a 5/8 inch rebar with survey cap stamped "GOOD DEEDS" found in the center of a gully which rebar is S 55°54'53" W a distance of 322.89 feet from said rebar found at said land of Morgan 26.1 feet from the high water mark of Penobscot Bay.

THENCE easterly and northeasterly along said high water mark of Penobscot Bay a distance of 440 feet more or less back to the True Point of Beginning.

MEANING and intending to describe 5.1 acres of intertidal land as shown on Exhibit C1 attached hereto.

The parcel described herein is the intertidal portion of that land conveyed from the Estate of Phyllis J. Poor to Richard Eckrote and Janet Eckrote as described in a deed recorded in Book 3697, Page 5 of the Waldo County Registry of Deeds, which intertidal land is also claimed by Jeffrey R. Mabee and Judith B. Grace in a real estate action pending before the Waldo County Superior Court entitled Jeffrey R. Mabee, et. al. v. Nordic Aquafarms, Inc, et. al., Docket Number RE-2019-18.

All directions are referenced to the Maine Coordinate System of 1983 (2011), East Zone. All distances are grid distances with a combined scale factor of 0.9999186.

Exhibit C1  
Depiction

Exhibit D  
Nordic Easement  
**EASEMENT**

**City of Belfast**, a municipal corporation having an address of 131 Church Street, Belfast, Maine 04915 (the “Grantor”), for consideration paid, grants unto **Nordic Aquafarms, Inc.** a Delaware corporation having an address of c/o Nordic Aquafarms, 159 High Street, Belfast, Maine 04915 (the “Grantee”), its successors and assigns forever, a permanent easement for aquaculture piping installation, operation and maintenance in the location as approved by the Belfast Planning Board through existing Permits issued in December, 2020, and a temporary easement allowing construction on the Property (defined below), ~~in the location as approved by the Belfast Planning Board through existing Permits issued in December, 2020~~, which shall be recorded with the Waldo County Registry of Deeds and described as follows:

PERMANENT EASEMENT

The perpetual right to enter upon land granted and conveyed to the Grantor by deed of Richard Eckrote and Janet Eckrote, individuals with a mailing address of 42 Grandview Avenue, Lincoln Park, New Jersey, 07035, which deed is recorded at Book \_\_, Page \_\_ of the Waldo County Registry of Deeds (such land may be referred to herein as the “Property”) for the following purposes and together with additional rights as follows:

1. the right to install, operate, maintain, replace and remove and undertake all other activities deemed necessary and reasonable to facilitate obtaining water from and discharging effluent into the Atlantic Ocean for its facility located adjacent to the Property with all necessary fixtures and appurtenances, including subsurface (and not overhead) electric or other energized control lines as required for the operation of the said conduit and/or piping, in the location approved by the Belfast Planning Board through exiting Permits issued in December, 2020; and
2. the right to make connections with the conduits or piping at the boundaries of the Property; and
3. the right to trim, cut down, and/or remove bushes, grass, crops, trees or any other vegetation, to such extent as is necessary for any of these purposes in the reasonable judgment of Grantee; and
4. the right to change the existing surface grade of the Property as is reasonably necessary for any of these purposes; and
5. the right to enter on, alter and disturb the Property at any and all times for any of these purposes, upon reasonable written notice to the City of Belfast, which shall not be less than 48 hours, except in the case of an emergency.
6. Following the construction contemplated under the Temporary Construction Rights described below pursuant to existing Permits issued by the Belfast Planning Board, and

prior to the commencement of additional construction activities referenced above, the Grantee shall meet with the appropriate officials of the City of Belfast and provide topographical and engineering plans to depict the installation, maintenance and replacement of the activities described above, and Grantee shall take into consideration and implement such reasonable requests as the City of Belfast may make to coordinate such activities with the then current and future municipal use, public use and maintenance of the premises by the City of Belfast

The Grantor reserves for itself, its successors and assigns each and every use, development, or enjoyment of the Property for any purpose that does not unreasonably interfere with the rights granted to Grantee, its successors and assigns.; and further provided that none of the following improvements may be made by the Grantor without the prior written consent of the Grantee, which shall not be unreasonably withheld:

1. Grantor shall consent to installation of a pump house should Grantee, in its sole discretion, determine one is needed to obtain necessary quality or quantity of discharge or intake; said pump house shall occupy a footprint no greater than is needed, based on industry standards..

2. No earth shall be removed, no fill may be added, and no other change shall be made to the final designed surface grade of the Property without the written permission of Grantee, to the extent that such actions may unreasonably interfere with the uses granted to Grantee herein.

3. Grantor shall not disturb the soil or install any structures or improvements, impermeable surfaces, or any facilities beyond those typical for the information, safety and convenience of passive public recreation and municipal uses on the Property.

4. Grantor shall exercise reasonable efforts to maintain the existing cottage currently on the Property for the benefit of the public.

#### TEMPORARY CONSTRUCTION RIGHTS

The right, for the period of time beginning as of the date hereof and through the construction of the project in accordance with the approvals, permits and licenses as authorized by the Code and Planning Office of the City of Belfast, State of Maine, and U.S. Army Corps of Engineers as such authorizations may be modified or amended from time to time, to enter upon the Property for the purposes of completing the construction of Grantee's land-based aquaculture facility ("Project"). All approvals shall be obtained by the Grantee and at Grantee's expense Grantee acknowledges that this Easement Deed does not serve to provide any permit, license or permission that falls within the jurisdiction of the Code and Planning Office or Belfast Planning Board, be they present permits issued or permits which must be sought in the future. Said right may include, but is not limited to, necessary excavating, placing of fill material, dredging, curbing, loaming, seeding, paving, installation of structures such as piping, culverts and sedimentation and erosion control structures, removal of trees, shrubs, bushes and other growth, selective cutting, trimming, and other necessary incidental work in grading and

revegetating and stabilizing said adjoining land, in addition to the temporary placement of utility poles including all related fixtures, overhead wires, guys, etc. in order to allow for Project construction in accordance with all governing regulations and other requirements of law.

The rights granted with respect to the Temporary Easement Area are:

The right to enter upon the Property to install piping and perform the work as set forth herein, subject to the conditions described above; provided that condition 6, above, is hereby deemed satisfied for all existing Permits issued by the Belfast Planning Board.).

Said right may include, but is not limited to, necessary excavating, placing of fill material, dredging, curbing, loaming, seeding, paving, installation of structures such as piping, culverts and sedimentation and erosion control structures, removal of trees, shrubs, bushes and other growth, selective cutting, trimming, and other necessary incidental work in grading and revegetating and stabilizing said adjoining land, in addition to the placement of Temporary Construction Installations, in the form of utility poles including all related fixtures, overhead wires, guys, etc. in order to allow for Project construction in accordance with all governing regulations and other requirements of law, any of which Temporary Construction Installations shall be removed in an expeditious manner after completion of the temporary construction work.

The premises benefitted by this appurtenant easement shall be a portion of the premises on the generally west side of Route 1, formerly owned by the Belfast Water District, to be obtained by Grantee through the Options and Evaluations Agreements dated January 30, 2018, as amended, to be conveyed to Grantee.

**IN WITNESS WHEREOF**, the said City of Belfast, has caused this instrument to be executed by Eric Sanders, its Mayor, thereunto duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF BELFAST

By: \_\_\_\_\_  
Eric Sanders, Mayor

State of Maine  
County of Waldo

Date: \_\_\_\_\_, 2021

Personally appeared the above named Eric Sanders, duly authorized, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the City of Belfast.

Before me, \_\_\_\_\_  
Attorney/Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires \_\_\_\_\_



## William Kelly

---

**From:** William Kelly <bkelly11@bluestreakme.com>  
**Sent:** Thursday, July 8, 2021 2:03 PM  
**To:** 'Peter D. Klein'  
**Cc:** 'David M. Kallin'; 'Kelly & Associates, LLC'  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment confidential

Pete

Ok, your edit in the attachment to the email below makes sense. Thanks.

Bill

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**From:** Peter D. Klein <PKlein@dwmlaw.com>  
**Sent:** Thursday, July 8, 2021 11:18 AM  
**To:** 'William Kelly' <bkelly11@bluestreakme.com>  
**Cc:** David M. Kallin <DKallin@dwmlaw.com>; 'Kelly & Associates, LLC' <kellylaw@bluestreakme.com>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment confidential

Thanks Bill – I totally understand the timing constraints and appreciate your pushing this forward. I didn't see any highlight in your version but did see the change to the language describing location. I do think we need to move that language slightly (see redline attached) to make it clear that the location language applies to the permanent easement and not the temporary construction easement, per our email conversation. We still need to run this by our client but I expect we will be able to get comfortable with this. Best,

Pete

---

**From:** William Kelly <bkelly11@bluestreakme.com>  
**Sent:** Wednesday, July 7, 2021 5:54 PM  
**To:** Peter D. Klein <PKlein@dwmlaw.com>  
**Cc:** David M. Kallin <DKallin@dwmlaw.com>; 'Kelly & Associates, LLC' <kellylaw@bluestreakme.com>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment confidential

Here it is. Had to get it out to Council when I did, and did not have time to discuss the change. Only change is to Easement deed and highlighted in yellow. The Council did not get it highlighted. The Temporary easement area is not limited.

Thanks.

Bill

---

**From:** Peter D. Klein <PKlein@dwmlaw.com>  
**Sent:** Wednesday, July 7, 2021 3:52 PM  
**To:** 'Bill Kelly' <bkelly11@bluestreakme.com>

**Cc:** David M. Kallin <DKallin@dwmlaw.com>; Kelly & Associates, LLC <kellylaw@bluestreakme.com>

**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment confidential

Thanks Bill, if you could forward the distribution of the P&S so I can share the final form with my client I would appreciate it. I must confess that because of the speed at which we are moving and various vacation schedules we have internal review pending. I do not think we will have further edits, but that is possible and I understand that would need to go before council. Thanks,

Pete

---

**From:** Bill Kelly <bkelly11@bluestreakme.com>

**Sent:** Wednesday, July 7, 2021 1:46 PM

**To:** Peter D. Klein <PKlein@dwmlaw.com>

**Cc:** David M. Kallin <DKallin@dwmlaw.com>; Kelly & Associates, LLC <kellylaw@bluestreakme.com>

**Subject:** Re: Real Estate Negotiations Pursuant to 4th Amendment confidential

Pete thanks for your email. I will email the packet to you that I sent to the council when I get to Belfast. I'm on the road right now. I did add a phrase in the easement deed in two places to make clear that the easement for Nordic is in the location approved by the planning board. I had failed to identify the location in my prior edits. Obviously the entire lot cannot be subject to the permanent easement.

Bill

Sent from my iPhone

On Jul 7, 2021, at 11:42 AM, Peter D. Klein <PKlein@dwmlaw.com> wrote:

Bill – thanks for those comments. I'll run those by Andre Duchette who is representing the Eckrotes to make sure they are in agreement. I expect no issues on that discussion.

Thanks for all your work on this – getting the deed language and easement wrapped up in the P&S should make our path to closing much smoother.

Best,

Pete

---

**From:** William Kelly <bkelly11@bluestreakme.com>

**Sent:** Wednesday, July 7, 2021 11:34 AM

**To:** Peter D. Klein <PKlein@dwmlaw.com>; David M. Kallin <DKallin@dwmlaw.com>

**Cc:** 'Kelly & Associates, LLC' <kellylaw@bluestreakme.com>

**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment confidential

Peter and Dave

By gory we are getting close. Thanks for the deed, I have two revisions:

1. As the P & S with Eckrote/Nordic and the City had the express language of the easement rights in the attached draft easement to be conveyed to Nordic, the language in the Subject To clause in the deed you sent is redundant, and may subject the City to a second demand from Nordic at a later date for additional rights, and we all want to be done with a final set of documents. Also, the P & S recognizes that the (2018) existing P & S with Nordic and Excrote for easement rights is not extinguished by the proposed P & S, should it not close, and thus there is protection there, as there should be.
2. "After all this gun fire I don't remember if I fired six shots or five" to paraphrase Dirty Harry. So...since the shots keep coming, could we please add "Further Releasing to the Grantee all right, title and interest in and to the intertidal area adjacent to the premises described above." I realize the call is along the Bay, but it seems appropriate since the referenced survey cited in the deed expressly states that no intertidal area is owned by Eckrote, to my recollection.

Thanks.

Bill

---

**From:** Peter D. Klein <[PKlein@dwmlaw.com](mailto:PKlein@dwmlaw.com)>  
**Sent:** Wednesday, July 7, 2021 8:52 AM  
**To:** 'William Kelly' <[bkelly11@bluestreakme.com](mailto:bkelly11@bluestreakme.com)>; David M. Kallin <[DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

Bill – we are good with your proposed revisions.

The building restriction was intended only to cover permanent structures and not signage or other temporary items.

I've attached the form of deed we collected from the Eckrotes, I expect the original will be delivered today.

Let me know if you have any questions or want to discuss. I have a 9AM call and am otherwise generally available today. Best,

Pete

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**From:** William Kelly <[bkelly11@bluestreakme.com](mailto:bkelly11@bluestreakme.com)>  
**Sent:** Tuesday, July 6, 2021 3:08 PM  
**To:** Peter D. Klein <[PKlein@dwmlaw.com](mailto:PKlein@dwmlaw.com)>; David M. Kallin <[DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

Pete and Dave

Thanks for the turn around. Take a look at the attached.

1. I just realized I did not really mean "whichever is sooner" in the P & S, which would have obviated the 45 day period.
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the pipe work. The City is not presently planning to anything in particular at the moment, but looking 100 years into the future, as long as the pipes are left undisturbed, I don't understand why no buildings or improvements are appropriate as a permanent restriction.

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Thanks. Again, all subject to Council review, edits and approval. I am trying to avoid language which I think is likely to require an additional Council meeting after proposed edits from the Council, as that will delay the process.

Bill

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**From:** Peter D. Klein <[PKlein@dwmlaw.com](mailto:PKlein@dwmlaw.com)>

**Sent:** Tuesday, July 6, 2021 12:34 PM

**To:** 'William Kelly' <[bkelly11@bluestreakme.com](mailto:bkelly11@bluestreakme.com)>; David M. Kallin <[DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)>

**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

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Pete

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**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

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So, not to rush you, but that is what is happening on this end.

Thanks.

Bill

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**Cc:** 'Peter D. Klein' <[PKlein@dwmlaw.com](mailto:PKlein@dwmlaw.com)>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

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The DRAFT attached is subject to further review, edit and approval by the City Council of the City of Belfast.

Thank you.

Bill

---

**From:** David M. Kallin <[DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)>  
**Sent:** Friday, July 2, 2021 9:54 AM  
**To:** 'William Kelly' <[bkelly11@bluestreakme.com](mailto:bkelly11@bluestreakme.com)>  
**Cc:** Peter D. Klein <[PKlein@dwmlaw.com](mailto:PKlein@dwmlaw.com)>  
**Subject:** Real Estate Negotiations Pursuant to 4th Amendment

Bill,

See attached for an updated P&S regarding the new waterfront parcel and necessary project rights contemplated in the 4<sup>th</sup> Amendment to the project agreements. This is an update to the previously circulated draft that (1) updates to reflect the current status of Nordic's work to deliver to the City the Eckrote rights in the new waterfront parcel, (2) cleans up the typos you flagged previously regarding the book and page citations in the Alleged Title Defects, and (3) includes the current state of the drafts of property descriptions and of the scope of the proposed easement regarding the Necessary Project Rights (which may get further refined as we approach the closings contemplated in the P&S). We're sending this reserving our client's right to review and offer edits, but wanted to get something for you to look at.

I've copied Pete Klein who will be handling most of the transaction documents for the various closings between Nordic, the City, and the Water District.

Let me know if you have thoughts or questions,  
Dave

David M. Kallin  
Attorney  
Drummond Woodsum  
207.253.0572 Direct | [DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)

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## William Kelly

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**From:** David M. Kallin <DKallin@dwmlaw.com>  
**Sent:** Thursday, July 8, 2021 2:31 PM  
**To:** 'William Kelly'; Peter D. Klein; Joanna B. Tourangeau  
**Cc:** 'Kelly & Associates, LLC'  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment confidential  
**Attachments:** PS - City \_ Nordic re Eckrote w City 7 7 21 for City Council Review.DOC

Bill,

Unfortunately neither the location limitation where you inserted it last night, nor where Pete has suggested potentially moving it has been cleared by Nordic. Nordic is ok with the pipe location being limited to the permitted area, but the permanent (and temporary) access and other rights should attach to the entire parcel with reasonable agreement and limits by the City on how/when those is exercised.

A few other (much more minor nits are reflected in the attached):

1. A "hereof" should be a "thereof" so that it's clear that the timeline for the City to convey the Nordic Easement is triggered by the first closing, not by the signing of this P&S.
2. A correction in Section 3 where the defined term "Nordic Easement" should have been used.
3. Confidentiality is not an important aspect with regard to the addition of this parcel, so we would be fine taking that out if it makes things easier/cleaner for the City. (Probably also fine leaving it in, if the City would prefer it that way).

All of those changes are reflected in the attached.

Thanks,  
Dave

**David M. Kallin**  
Attorney

207.253.0572 Direct  
[DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)

84 Marginal Way, Suite 600, Portland, ME 04101-2480  
800.727.1941 | 207.772.3627 Fax | [dwmlaw.com](http://dwmlaw.com)

**DrummondWoodsum**  
ATTORNEYS AT LAW

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**From:** William Kelly <bkelly11@bluestreakme.com>  
**Sent:** Thursday, July 8, 2021 2:03 PM  
**To:** Peter D. Klein <PKlein@dwmlaw.com>

**Cc:** David M. Kallin <DKallin@dwmlaw.com>; 'Kelly & Associates, LLC' <kellylaw@bluestreakme.com>

**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment confidential

Pete

Ok, your edit in the attachment to the email below makes sense. Thanks.

Bill

---

**From:** Peter D. Klein <PKlein@dwmlaw.com>

**Sent:** Thursday, July 8, 2021 11:18 AM

**To:** 'William Kelly' <bkelly11@bluestreakme.com>

**Cc:** David M. Kallin <DKallin@dwmlaw.com>; 'Kelly & Associates, LLC' <kellylaw@bluestreakme.com>

**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment confidential

Thanks Bill – I totally understand the timing constraints and appreciate your pushing this forward. I didn't see any highlight in your version but did see the change to the language describing location. I do think we need to move that language slightly (see redline attached) to make it clear that the location language applies to the permanent easement and not the temporary construction easement, per our email conversation. We still need to run this by our client but I expect we will be able to get comfortable with this. Best,

Pete

---

**From:** William Kelly <bkelly11@bluestreakme.com>

**Sent:** Wednesday, July 7, 2021 5:54 PM

**To:** Peter D. Klein <PKlein@dwmlaw.com>

**Cc:** David M. Kallin <DKallin@dwmlaw.com>; 'Kelly & Associates, LLC' <kellylaw@bluestreakme.com>

**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment confidential

Here it is. Had to get it out to Council when I did, and did not have time to discuss the change. Only change is to Easement deed and highlighted in yellow. The Council did not get it highlighted. The Temporary easement area is not limited.

Thanks.

Bill

---

**From:** Peter D. Klein <PKlein@dwmlaw.com>

**Sent:** Wednesday, July 7, 2021 3:52 PM

**To:** 'Bill Kelly' <bkelly11@bluestreakme.com>

**Cc:** David M. Kallin <DKallin@dwmlaw.com>; Kelly & Associates, LLC <kellylaw@bluestreakme.com>

**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment confidential

Thanks Bill, if you could forward the distribution of the P&S so I can share the final form with my client I would appreciate it. I must confess that because of the speed at which we are moving and various vacation

schedules we have internal review pending. I do not think we will have further edits, but that is possible and I understand that would need to go before council. Thanks,

Pete

---

**From:** Bill Kelly <[bkelly11@bluestreakme.com](mailto:bkelly11@bluestreakme.com)>  
**Sent:** Wednesday, July 7, 2021 1:46 PM  
**To:** Peter D. Klein <[PKlein@dwmlaw.com](mailto:PKlein@dwmlaw.com)>  
**Cc:** David M. Kallin <[DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)>; Kelly & Associates, LLC <[kellylaw@bluestreakme.com](mailto:kellylaw@bluestreakme.com)>  
**Subject:** Re: Real Estate Negotiations Pursuant to 4th Amendment confidential

Pete thanks for your email. I will email the packet to you that I sent to the council when I get to Belfast. I'm on the road right now. I did add a phrase in the easement deed in two places to make clear that the easement for Nordic is in the location approved by the planning board. I had failed to identify the location in my prior edits. Obviously the entire lot cannot be subject to the permanent easement.

Bill

Sent from my iPhone

On Jul 7, 2021, at 11:42 AM, Peter D. Klein <[PKlein@dwmlaw.com](mailto:PKlein@dwmlaw.com)> wrote:

Bill – thanks for those comments. I'll run those by Andre Duchette who is representing the Eckrotes to make sure they are in agreement. I expect no issues on that discussion.

Thanks for all your work on this – getting the deed language and easement wrapped up in the P&S should make our path to closing much smoother.

Best,

Pete

---

**From:** William Kelly <[bkelly11@bluestreakme.com](mailto:bkelly11@bluestreakme.com)>  
**Sent:** Wednesday, July 7, 2021 11:34 AM  
**To:** Peter D. Klein <[PKlein@dwmlaw.com](mailto:PKlein@dwmlaw.com)>; David M. Kallin <[DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)>  
**Cc:** 'Kelly & Associates, LLC' <[kellylaw@bluestreakme.com](mailto:kellylaw@bluestreakme.com)>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment confidential

Peter and Dave

By gory we are getting close. Thanks for the deed, I have two revisions:

1. As the P & S with Eckrote/Nordic and the City had the express language of the easement rights in the attached draft easement to be conveyed to Nordic, the language in the Subject To clause in the deed you sent is redundant, and may subject the City to a second demand from Nordic at a later date for additional rights, and we all want to be done with a final set of documents. Also, the P & S recognizes that the (2018) existing P & S with Nordic and Excrote for easement rights is

not extinguished by the proposed P & S, should it not close, and thus there is protection there, as there should be.

2. "After all this gun fire I don't remember if I fired six shots or five" to paraphrase Dirty Harry. So...since the shots keep coming, could we please add "Further Releasing to the Grantee all right, title and interest in and to the intertidal area adjacent to the premises described above." I realize the call is along the Bay, but it seems appropriate since the referenced survey cited in the deed expressly states that no intertidal area is owned by Eckrote, to my recollection.

Thanks.

Bill

---

**From:** Peter D. Klein <PKlein@dwmlaw.com>

**Sent:** Wednesday, July 7, 2021 8:52 AM

**To:** 'William Kelly' <bkelly11@bluestreakme.com>; David M. Kallin <DKallin@dwmlaw.com>

**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

Bill – we are good with your proposed revisions.

The building restriction was intended only to cover permanent structures and not signage or other temporary items.

I've attached the form of deed we collected from the Eckrotes, I expect the original will be delivered today.

Let me know if you have any questions or want to discuss. I have a 9AM call and am otherwise generally available today. Best,

Pete

---

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## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “Agreement”) is made this \_\_\_th day of July, 2021 (the “Effective Date”) by and among the **City of Belfast**, with a mailing address of 131 Church Street, Belfast, Maine (the “City”), and **Nordic Aquafarms, Inc.** a Delaware corporation having an address of c/o Nordic Aquafarms, 511 Congress Street, Suite 500 Portland, ME 04101 (“Nordic”);

WHEREAS, Nordic has arranged for the acquisition of real property located at 282 Northport Avenue, Belfast, Maine, identified on the City of Belfast Tax Map 29 as Lot 36, and all rights appurtenant thereto, which for the avoidance of doubt includes the Eckrote Intertidal as defined on Exhibit C (the “Premises”) from Richard and Janet Eckrote (the “Seller”); and

WHEREAS, the Seller and Nordic entered into an Easement Purchase and Sale Agreement dated August 6, 2018, as later clarified and extended, pursuant to which the Seller agreed to convey to Nordic, and Nordic agreed to purchase from Seller, a perpetual subsurface easement as more fully described therein (the “Easement PSA”); and

WHEREAS, Nordic is the Grantee of rights under certain release deeds given by David Wesley Bell, Karen L. Stockunas, Constance Daily, Barbara Bell, Sandra L. Bell, David Woods, Marcia L. Woods, Robert L. Burger, Robert L. Burger II, and Thomas A. Burger as heirs of Harriet Hartley, which release deeds are recorded in the Waldo County Registry of Deeds and pursuant to which the said individuals released to Nordic any right, title and interest they might have had in the real property conveyed to the said Harriet L. Hartley under a deed recorded in the Waldo County Registry of Deeds at Book 386, Page 453 (the “Hartley Rights”); and

WHEREAS, the City and Nordic are parties, together with the Belfast Water District (“BWD”), to a certain Options and Purchase Agreement dated January 30, 2018, as amended from time to time, through to the Fourth Amendment to date (as so amended, the "Options Agreement"); and

WHEREAS, pursuant to the Options Agreement, Nordic shall acquire from the BWD real property upon which it will construct an aquaculture facility in accordance with certain governmental approvals, as more fully described therein; and

WHEREAS, pursuant to the Options Agreement, the City shall acquire property described as the “Waterfront Parcel”, together with parking and easement rights described in the said Options Agreement; and

WHEREAS, the Waterfront Parcel will allow the City to provide access to a recreational walking trail system located on the Waterfront Parcel together with significant other public benefit for the City and the BWD; and

WHEREAS, the Premises is located adjacent to the Waterfront Parcel and, if acquired by the City, would allow the City to extend the walking trail system on the

Waterfront Parcel to the Premises which would give the public access to Penobscot Bay and the Atlantic Ocean, which access is not possible from the Waterfront Parcel; and

WHEREAS, Nordic is willing to pay for the Premises to be transferred to the City and facilitate additional public benefits described in the foregoing recitals in accordance with the terms and conditions set forth below; and

WHEREAS, the City and Nordic also enter into this Agreement in furtherance of the purpose of the Options Agreement, namely the construction of the aquaculture facility by Nordic and the City's ability to provide public benefits to the BWD, the general public and, more specifically residents of the City; and

WHEREAS, the Seller has delivered to Nordic two deeds and related transfer documents regarding the Premises, one of which deeds conveys the Premises to the City (the "City Deed") and one of which deeds conveys the Premises to Nordic (the "Nordic Deed") to be held in escrow by Nordic and to be released and recorded as contemplated under the terms of this Agreement; and

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained herein, the parties agree as follows:

1. TIME FOR PERFORMANCE; DELIVERY OF DEED. In furtherance of and subject to the Fourth Amendment to the Evaluation Agreement and Options and Purchase Agreement, the Closing contemplated by this agreement involves (i) the release and recording of the City Deed, (ii) Nordic delivering to the City and recording a release deed conveying the Hartley Rights pertaining to the Premises to the City (the "Hartley Rights Deed"), and (iii) the City delivering to Nordic a deed to the Premises (the "City/Nordic Deed"), which deed from the City to Nordic shall be held by Nordic and released and recorded as described below, and (iv) after the Closing Date but within 30 days following the date [hereof<sup>[A1]</sup>] the City delivering to Nordic an easement as set forth on Exhibit D together with the additional Necessary Project Rights, as described and defined below (the "Nordic Easement"). The Closing shall occur at such time (during normal business hours) and on such a business day (the "Closing Date") as may be agreed by the City and Nordic by delivery of original documents to counsel for Nordic who will record the documents contemplated hereby and disburse the sale proceeds to Seller in accordance with a settlement statement signed by Nordic and Seller, but in no event shall the Closing shall take place later than July 30, 2021 (the "Outside Closing Date"), or 45 days from the date of<sup>[A2]</sup> execution of this Agreement by the City of Belfast, and the City shall use reasonable effort to close as soon as practicable. In the event that either (i) the Closing does not occur on or before the Outside Closing Date or (ii) the City does not acquire the Necessary Project Rights (as defined below) within 45 days following the date of execution of this Agreement by the City of Belfast, Nordic shall have the right, but not the obligation, to terminate this Agreement at any time thereafter by giving written notice to the City and shall thereafter be relieved of all liability hereunder. Upon such termination, Nordic shall have the right to release and record the Nordic Deed, and this Agreement shall be deemed null and void.

2. NO MERGER. The rights granted to Nordic hereunder and to be granted to Nordic in the Nordic Deed shall not merge with those rights contemplated by the Easement PSA, it being the expressed intention that the Easement PSA shall remain in full force and effect unless and until the same is terminated by Nordic.

3. CLOSING DOCUMENTS. At the Closing:

A. Deed. Nordic shall release to the City the City Deed and the Hartley Rights Deed;

B. Nordic Deed. The City shall, prior to the release and delivery of the City Deed, deliver to Nordic the City/Nordic Deed, which shall be held by Nordic and released and recorded in accordance with the terms described below.

C. Nordic Easement. The City, subject to and consistent with the City using best reasonable efforts as described in the Fourth Amendment to the Options and Evaluation Agreements, shall convey to Nordic the Nordic Easement free from the alleged title defects listed on Exhibit B, attached hereto (the "Alleged Title Defects"), within 45 days following the date hereof. In the event that the City so conveys the ~~easement contemplated by the Easement PSA~~ Nordic Easement free from the Alleged Title Defects, the Nordic Deed shall be destroyed and the Premises shall remain property of the City, subject to the easement granted to Nordic. In the event that the City does not convey to Nordic the easement contemplated by the Easement PSA free from the Alleged Title Defects within the forty-five day period following the date hereof, Nordic shall have the right (but not the obligation) at any time following the expiration of such forty-five day period, to release and record the City/Nordic Deed, as its exclusive remedy for such failure to convey the Easement PSA free from the Alleged Title Defects.

D. Title Affidavits. Nordic and the City shall execute and deliver, in connection with the Closing, executed originals of such customary certificates, affidavits or letters of indemnity as the title insurance company issuing the title insurance policy on the Premises shall require in order to issue such policy and to omit therefrom all exceptions for unfiled mechanics', materialmens' or similar liens and parties in possession and brokers' liens;

E. Nonforeign Person Affidavit. Nordic and the City shall execute and deliver, in connection with the Closing, such affidavits and certificates, in form and substance reasonably satisfactory as may be requested by the City and Nordic;

F. Notification of Withholding Tax Requirement. Nordic and the City shall execute and deliver, in connection with the Closing, executed original certificates in form and substance reasonably satisfactory acknowledging receipt of notification of the withholding tax requirements of the State of Maine;

G. Maine Withholding. Nordic and the City shall execute and deliver, in connection with the Closing, such form as may be needed, to deduct and withhold a portion of the Purchase Price pursuant to 36 M.R.S.A. § 5250-A;

H. Underground Oil Storage Tank Certification. Nordic and the City shall execute and deliver, in connection with the Closing, a written notice, in form and substance reasonably satisfactory, which written notice shall certify the registration numbers of the underground oil storage facilities located on the Premises, the exact location of the facilities, whether or not they have been abandoned in place, and that the facilities are subject to regulation by the Maine Department of Environmental Protection;

I. Real Estate Transfer Tax Declaration. Nordic and the City shall execute and deliver, in connection with the Closing, a Real Estate Transfer Tax Declaration in the form required to be recorded with the deed and the real estate transfer tax imposed by the State of Maine shall be paid by the City and Nordic in accordance with law;

J. Prorations. Real estate taxes assessed by the City and water and sewer use charges (if any) shall be prorated as of the Closing Date;

K. Other Documents. Nordic and the City shall execute, acknowledge and deliver such other documents and items as Nordic's or the City's attorneys may reasonably require.

4. DEFAULT. Subject to and pursuant to the Fourth Amendment of the Evaluation Agreement and Options and Purchase Agreements, in the event that either party is in default or fails to comply with any of the terms and conditions of this Agreement, the other party may terminate this Agreement and pursue all remedies available at law and equity, including, without limitation, an action for specific performance, it being agreed that no adequate remedy at law exists.

5. MISCELLANEOUS.

A. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. No party shall have the right to assign this Agreement without the prior consent of the other party.

B. Any notice relating in any way to this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier, addressed to the addresses first listed above, with copies to:

Representative of the City: William Kelly, Esq.  
Kelly & Associates, LLC  
96 High Street  
Belfast, ME 04915

Representative of Nordic: Joanna B. Tourangeau, Esq.  
Drummond Woodsum  
84 Marginal Way, Suite 600  
Portland, ME 04101

and such notice shall be deemed delivered two (2) days after so posted. Either party may, by such manner of notice, substitute person or addresses for notice other than those listed above.

C. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing, signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

E. This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine. Any dispute requiring court action shall be first brought in Waldo County Superior Court.

F. Unless otherwise expressly provided, whenever a provision of this Agreement refers to a matter being satisfactory, it shall mean satisfactory in such party's sole discretion.

G. The closing date shall be held as soon as practicable, prior to the expiration of the 45 day period, as described herein.

H. This Agreement may be executed in one or more counterparts, all of which shall collectively constitute a single instrument.

I. Any dates in this Agreement may be extended, at Nordic's option, in the event of any governmental action, including, without limitation, a moratorium on development, imposed, declared or otherwise instituted by a municipality or any other similar governmental authority for a number of days equal to the days such moratorium or similar government action is pending.

Disclosure. Except as and to the extent required by law, without the prior written consent of the other party, neither the City nor Nordic shall, nor shall their respective representatives or employees, directly or indirectly, make any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding, a transaction between the parties, or any of the terms, conditions or other aspects of the transactions proposed in this Agreement except that Nordic and its representatives are hereby authorized to disclose any aspect of this transaction in connection with the conduct of its pursuit of permits and due diligence.

~~Confidentiality. Except as and to the extent required by law, the City will not disclose or use, and it shall cause its representatives not to disclose or use any Confidential Information with respect to Nordic furnished, or to be furnished, by Nordic in connection herewith at any time or in any manner except in connection with the transaction discussed in this Agreement or in furtherance of its due diligence review or efforts to secure financing for this transaction. For purposes of this letter of intent, "Confidential Information" means any information concerning the Nordic's assets, or the Premises; provided that it does not include information that the City can demonstrate (i) is generally available to or known by the public other than as a result of improper disclosure by the City or (ii) is obtained by the City from a source other than Nordic or its representatives, provided that such source was not bound by a duty of confidentiality to Nordic with respect to such information.~~

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

CITY OF BELFAST

\_\_\_\_\_

By: \_\_\_\_\_  
Eric Sanders, Mayor

[INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

NORDIC AQUAFARMS, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Erik Heim  
Title: President

[INTENTIONALLY BLANK]

Exhibit A  
Deed from City to Nordic

MUNICIPAL QUITCLAIM DEED

**CITY OF BELFAST**, a municipal corporation having a mailing address of 131 Church Street, Belfast, Maine 04915, ("Grantor"), for consideration paid, Releases all of its right, title and interest to **NORDIC AQUAFARMS, INC.**, a Delaware corporation having an address of c/o Nordic Aquafarms, 511 Congress Street, Suite 500 Portland, ME 04101 ("Grantee") in and to a certain lot or parcel of land, together with the buildings and improvements thereon located on the easterly side of U.S. Route One in the City of Belfast, County of Waldo, and State of Maine, more particularly described as follows:

A certain lot or parcel of land, together with buildings thereon, situated in the City of Belfast, County of Waldo, State of Maine, more particularly bounded and described as follows:

Beginning at a 5/8" capped rebar set on the southeasterly line of Northport Ave. (U.S. Route One), in the center of a concrete culvert crossing said Northport Avenue, said rod marking the northwesterly corner of land formerly of Larry Theye and Betty Becker-Theye (reference Waldo County Registry of Deeds Book 1303, Page 184);

Thence N 31° 10' 24" E along said Northport Avenue a distance of four hundred eighty-one and three hundredths (481.03) feet to a 5/8" capped rebar set in the southwesterly corner of land now or formerly of Lyndon Morgan (for reference see deed recorded in the Waldo County Registry of Deeds in Book 1804, Page 307, parcel #1);

Thence S 39° 49' 26" E along land of said Morgan a distance of four hundred twenty-eight and ninety-seven hundredths (428.97) feet to an iron rod found;

Thence continuing S 39° 49' 26" E along land of said Morgan a distance of twenty-four (24) feet, more or less, to the high water mark of Penobscot Bay;

Thence generally southwesterly along said Bay a distance of four hundred twenty-five (425) feet, more or less, to a 5/8" capped rebar set in the end of a ditch marking land formerly of Larry Theye and Betty Becker-Theye, said rebar being located S 70° 54' 45" W a distance of three hundred twenty-two and ninety-one hundredths (322.91) feet from the last mentioned iron rod found and S 83° 52' 14" E a distance of two hundred nineteen and eighty-three (219.83) feet from the rebar at the point of beginning.

Thence northwesterly along the bottom of a ditch marking land now or formerly of Larry Theye and Betty Becker-Theye a distance of two hundred fifty (250) feet, more or less, to the point of beginning, containing 2.8 acres, more or less.

Meaning and intending to convey and hereby conveying the same premises described in a deed from William O. Poor to Phyllis J. Poor, dated July 1, 1991, recorded in the Waldo County Registry of Deeds in Book 1228, Page 346, and premises conveyed to said Phyllis and William Poor by deed from Frederick C. and Priscilla B. Kelly by deed recorded in said Registry in Book 957, Page 306. For further reference see deeds to William and Phyllis Poor from Frederick Poor

recorded in Book 691, Page 44, and from Douglas and Marion Tozier recorded in Book 724, Page 415.

The description above is based on a survey entitled "Boundary Survey of the Property of Phyllis J. Poor Estate" dated August 31, 2012, oriented to magnetic north, August, 2012, by Good Deeds, Inc.

ALSO releasing all right, title and interest to any land located between the northeasterly bound of the premises above described and land now or formerly of Lyndon Morgan as described in Waldo County Registry of Deeds Book 1804, Page 307.

Being those same premises conveyed to the within Grantors by deed of R. Kenneth Lindell and Barbara Gray, co-personal representatives of the Estate of Phyllis J. Poor, dated October 15, 2012 and recorded in the Waldo County Registry of Deeds in Book 3697, Page 5.

ALSO releasing any right, title or interest Grantors may have to enforce that use restriction set forth in a certain deed from Harriet L. Hartley to Fred R. Poor dated January 25, 1946 and recorded in the Waldo County Registry of Deeds in Book 452, Page 205.

ALSO granting and conveying all right, title and interest conveyed to Grantor under the so-called Hartley Rights deed given by Grantee to Grantor on July \_\_, 2021 and recorded at book \_\_, page \_\_ of the Waldo County Registry of Deeds.

[End of page. Execution page follows.]

IN WITNESS WHEREOF, the undersigned has set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF BELFAST

\_\_\_\_\_

By: \_\_\_\_\_  
Eric Sanders, Mayor

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_, 2021

Then personally appeared the above named Eric Sanders, in his capacity as the mayor of the City of Belfast, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

\_\_\_\_\_  
Notary Public/Maine Attorney at Law

Print name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Exhibit B  
Alleged Title Defects<sup>[A3]</sup>

1. Any right, title and interest of Jeffrey R. Mabee and Judith B Grace under a deed recorded in the Waldo County Registry of Deeds at Book 1221, Page 347 in the intertidal area more particularly described on Exhibit C (the “Eckrote Intertidal”). For an explanation of the claims of Jeffrey R. Mabee and Judith B Grace therein, further reference is made to Surveyor’s Opinion regarding Mabee-Grace Survey by Donald R. Richards, P.L.S., L.F. recorded in the Waldo County Registry of Deeds at Book 4425, Page 165.
2. Any right, title and interest of Friends of the Harriet L. Hartley Conservation Area in and to the Eckrote Intertidal Area, which interest was assigned to it by Upstream Watch by an instrument dated November 4, 2019 in which Upstream Watch assigned its rights under a Conservation Easement Deed recorded in the Waldo County Registry of Deeds at Book 4367, Page 273 granted by Jeffrey R. Mabee and Judith B. Grace. For an explanation of the claims of Jeffrey R. Mabee and Judith B Grace on which this conveyance is based further reference is made to Surveyor’s Opinion regarding Mabee-Grace Survey by Donald R. Richards, P.L.S., L.F. recorded in the Waldo County Registry of Deeds at Book 4425, Page 165.
3. Any right, title and interest of the heirs and/or assigns of Harriet L. Hartley, as a result of the following language appearing in a deed recorded at Book 452, Page 205 of the Waldo County Registry of Deeds as follows. “The lot or parcel of land herein described is conveyed to Fred R. Poor with the understanding it is to be used for residential purposes only, that no business for profit is to be conducted there unless agreed to by Harriet L. Harley, her heirs or assigns.”, including any such interest of Jeffrey R. Mabee and Judith B. Grace; Lyndon W. Morgan; Gary Roughead Revocable Living Trust; J. Thomas Kent, Jr. and Joan L. Kent; Michael H. Giles and Jayne C Giles; Peter A Rasmussen and Adrienne R. Boissy; and their heirs, successors, and/or assigns as their interests may appear. Further reference is made to Surveyor’s Opinion regarding Mabee-Grace Survey by Donald R. Richards, P.L.S., L.F. recorded in the Waldo County Registry of Deeds at Book 386, Page 453. Together with any right, title and interest of heirs of Harriet L. Hartley in the said use restriction, other than those released by the Hartley Rights. Specifically, any such interest of Richard B. Bell Jr. or his step children, Janet Cooper-Zelner and Elizabeth Cooper Rankin and Carol Bell Watson.

Any right, title and interest of heirs of Harriet L. Hartley in the Eckrote Intertidal Area, other than those released by the Hartley Rights. Further reference regarding this interest is made to Exhibit C, Note 6. Specifically, any such interest of Richard B. Bell Jr. or his step children, Janet Cooper-Zelner and Elizabeth Cooper Rankin whose interest, should it exist, would be 6% and Carol Bell Watson whose interest, should it exist, would be 1%.

Exhibit C  
ECKROTE INTERTIDAL DESCRIPTION

A certain lot or parcel of intertidal land located easterly of Route One (a.k.a. Northport Avenue) and on the westerly shore of Penobscot Bay in the City of Belfast, County of Waldo, State of Maine, shown as the 5.1 acre intertidal area on attached Exhibit 1 and being more particularly described as follows:

COMMENCING at a 5/8 inch rebar with survey cap stamped "GOOD DEEDS" found on the easterly right-of-way line of Route One at the most westerly corner of land of Lyndon G. Morgan as described in a deed recorded in Book 1804, Page 307 of the Waldo County Registry of Deeds.

THENCE S 54°53'45" E along said land of Morgan a distance of 429.01 feet to a 5/8 inch rebar found.

THENCE S 54°53'45" E along said land of Morgan a distance of 26.1 feet to the high water mark of Penobscot Bay and the **TRUE POINT OF BEGINNING**.

THENCE S 31°35'52" E along said intertidal land of Morgan a distance of 777 feet more or less to the low water mark of Penobscot Bay.

THENCE westerly, southeasterly, southwesterly, and northwesterly along said low water mark of Penobscot Bay a distance of 820 feet more or less to intertidal land of Donald K. Schweikert and Wendy W. Schweikert as described in a deed recorded in Book 4441, Page 184 of the Waldo County Registry of Deeds.

THENCE N 35°41'53" W along said intertidal land of Schweikert a distance of 834 feet more or less to the high water mark of Penobscot Bay at the mouth of a brook which is N 89°41'01" E a distance of 42.5 feet from a 5/8 inch rebar with survey cap stamped "GOOD DEEDS" found in the center of a gully which rebar is S 55°54'53" W a distance of 322.89 feet from said rebar found at said land of Morgan 26.1 feet from the high water mark of Penobscot Bay.

THENCE easterly and northeasterly along said high water mark of Penobscot Bay a distance of 440 feet more or less back to the True Point of Beginning.

MEANING and intending to describe 5.1 acres of intertidal land as shown on Exhibit C1 attached hereto.

The parcel described herein is the intertidal portion of that land conveyed from the Estate of Phyllis J. Poor to Richard Eckrote and Janet Eckrote as described in a deed recorded in Book 3697, Page 5 of the Waldo County Registry of Deeds, which intertidal land is also claimed by Jeffrey R. Mabee and Judith B. Grace in a real estate action pending before the Waldo County Superior Court entitled Jeffrey R. Mabee, et. al. v. Nordic Aquafarms, Inc, et. al., Docket Number RE-2019-18.

All directions are referenced to the Maine Coordinate System of 1983 (2011), East Zone. All distances are grid distances with a combined scale factor of 0.9999186.

Exhibit C1  
Depiction

Exhibit D  
Nordic Easement  
EASEMENT

**City of Belfast**, a municipal corporation having an address of 131 Church Street, Belfast, Maine 04915 (the “Grantor”), for consideration paid, grants unto **Nordic Aquafarms, Inc.** a Delaware corporation having an address of c/o Nordic Aquafarms, 159 High Street, Belfast, Maine 04915 (the “Grantee”), its successors and assigns forever, a permanent easement for aquaculture piping installation, operation and maintenance and a temporary easement allowing construction on the Property (defined below) ~~in the location as approved by the Belfast Planning Board through existing Permits issued in December, 2020,~~ which shall be recorded with the Waldo County Registry of Deeds and described as follows:

PERMANENT EASEMENT

The perpetual right to enter upon land granted and conveyed to the Grantor by deed of Richard Eckrote and Janet Eckrote, individuals with a mailing address of 42 Grandview Avenue, Lincoln Park, New Jersey, 07035, which deed is recorded at Book \_\_, Page \_\_ of the Waldo County Registry of Deeds (such land may be referred to herein as the “Property”) for the following purposes and together with additional rights as follows:

1. the right to install, operate, maintain, replace and remove and undertake all other activities deemed necessary and reasonable to facilitate obtaining water from and discharging effluent into the Atlantic Ocean for its facility located adjacent to the Property with all necessary fixtures and appurtenances, including subsurface (and not overhead) electric or other energized control lines as required for the operation of the said conduit and/or piping, in the location approved by the Belfast Planning Board through exiting Permits issued in December, 2020; and
2. the right to make connections with the conduits or piping at the boundaries of the Property; and
3. the right to trim, cut down, and/or remove bushes, grass, crops, trees or any other vegetation, to such extent as is necessary for any of these purposes in the reasonable judgment of Grantee; and
4. the right to change the existing surface grade of the Property as is reasonably necessary for any of these purposes; and
5. the right to enter on, alter and disturb the Property at any and all times for any of these purposes, upon reasonable written notice to the City of Belfast, which shall not be less than 48 hours, except in the case of an emergency.
6. Following the construction contemplated under the Temporary Construction Rights described below pursuant to existing Permits issued by the Belfast Planning Board, and prior to the commencement of additional construction activities referenced above, the Grantee

shall meet with the appropriate officials of the City of Belfast and provide topographical and engineering plans to depict the installation, maintenance and replacement of the activities described above, and Grantee shall take into consideration and implement such reasonable requests as the City of Belfast may make to coordinate such activities with the then current and future municipal use, public use and maintenance of the premises by the City of Belfast

The Grantor reserves for itself, its successors and assigns each and every use, development, or enjoyment of the Property for any purpose that does not unreasonably interfere with the rights granted to Grantee, its successors and assigns.; and further provided that none of the following improvements may be made by the Grantor without the prior written consent of the Grantee, which shall not be unreasonably withheld:

1. Grantor shall consent to installation of a pump house should Grantee, in its sole discretion, determine one is needed to obtain necessary quality or quantity of discharge or intake; said pump house shall occupy a footprint no greater than is needed, based on industry standards..

2. No earth shall be removed, no fill may be added, and no other change shall be made to the final designed surface grade of the Property without the written permission of Grantee, to the extent that such actions may unreasonably interfere with the uses granted to Grantee herein.

3. Grantor shall not disturb the soil or install any structures or improvements, impermeable surfaces, or any facilities beyond those typical for the information, safety and convenience of passive public recreation and municipal uses on the Property.

4. Grantor shall exercise reasonable efforts to maintain the existing cottage currently on the Property for the benefit of the public.

#### TEMPORARY CONSTRUCTION RIGHTS

The right, for the period of time beginning as of the date hereof and through the construction of the project in accordance with the approvals, permits and licenses as authorized by the Code and Planning Office of the City of Belfast, State of Maine, and U.S. Army Corps of Engineers as such authorizations may be modified or amended from time to time, to enter upon the Property for the purposes of completing the construction of Grantee's land-based aquaculture facility ("Project"). All approvals shall be obtained by the Grantee and at Grantee's expense Grantee acknowledges that this Easement Deed does not serve to provide any permit, license or permission that falls within the jurisdiction of the Code and Planning Office or Belfast Planning Board, be they present permits issued or permits which must be sought in the future. Said right may include, but is not limited to, necessary excavating, placing of fill material, dredging, curbing, loaming, seeding, paving, installation of structures such as piping, culverts and sedimentation and erosion control structures, removal of trees, shrubs, bushes and other growth, selective cutting, trimming, and other necessary incidental work in grading and revegetating and stabilizing said adjoining land, in addition to the temporary placement of utility

poles including all related fixtures, overhead wires, guys, etc. in order to allow for Project construction in accordance with all governing regulations and other requirements of law.

The rights granted with respect to the Temporary Easement Area are:

The right to enter upon the Property to install piping and perform the work as set forth herein, subject to the conditions described above; provided that condition 6, above, is hereby deemed satisfied for all existing Permits issued by the Belfast Planning Board.).

Said right may include, but is not limited to, necessary excavating, placing of fill material, dredging, curbing, loaming, seeding, paving, installation of structures such as piping, culverts and sedimentation and erosion control structures, removal of trees, shrubs, bushes and other growth, selective cutting, trimming, and other necessary incidental work in grading and revegetating and stabilizing said adjoining land, in addition to the placement of Temporary Construction Installations, in the form of utility poles including all related fixtures, overhead wires, guys, etc. in order to allow for Project construction in accordance with all governing regulations and other requirements of law, any of which Temporary Construction Installations shall be removed in an expeditious manner after completion of the temporary construction work.

The premises benefitted by this appurtenant easement shall be a portion of the premises on the generally west side of Route 1, formerly owned by the Belfast Water District, to be obtained by Grantee through the Options and Evaluations Agreements dated January 30, 2018, as amended, to be conveyed to Grantee.

**IN WITNESS WHEREOF**, the said City of Belfast, has caused this instrument to be executed by Eric Sanders, its Mayor, thereunto duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF BELFAST

By: \_\_\_\_\_  
Eric Sanders, Mayor

State of Maine  
County of Waldo

Date: \_\_\_\_\_, 2021

Personally appeared the above named Eric Sanders, duly authorized, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the City of Belfast.

Before me, \_\_\_\_\_  
Attorney/Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires \_\_\_\_\_



## William Kelly

---

**From:** David M. Kallin <DKallin@dwmlaw.com>  
**Sent:** Thursday, July 8, 2021 2:33 PM  
**To:** 'William Kelly'; Joanna B. Tourangeau  
**Subject:** RE: Confidential Real Estate Negotiation and Fourth Amendment efforts to clear title

Bill,

See below for proposed revisions to 1 and 3, for your consideration.

Thanks,  
Dave

---

**From:** William Kelly <bkelly11@bluestreakme.com>  
**Sent:** Thursday, July 8, 2021 11:58 AM  
**To:** David M. Kallin <DKallin@dwmlaw.com>; Joanna B. Tourangeau <JTourangeau@dwmlaw.com>  
**Subject:** RE: Confidential Real Estate Negotiation and Fourth Amendment efforts to clear title

Dave and Joanna

Here are my draft public Motions for this evening, any suggested edits?

As an introductory statement, the person making the Motions should say, "The following actions are taken consistent with the City obligations under the Fourth Amendment to the Options and Evaluations Agreements, dated April 21, 2021:"

1. Motion to authorize the Mayor to sign the Eckrote Purchase and Sale Agreement by and between the City and Nordic Aquafarms, regarding the real estate identified on the City of Belfast Tax Map 29 as Lot 36.
2. Motion to Authorize an Attorney for the City to make offers to purchase potential alleged or claimed interests in and to the intertidal area of the Eckrote property, as depicted in Exhibit C-1 to the Eckrote Purchase and Sale Agreement, to clear alleged title defects related to the Eckrote property's intertidal area, from those persons and entities listed, and based on the opinions of value provided, on page 61 in the Charest Appraisal Services Appraisal Report, prepared as of June 25, 2021, said sums to be offered in exchange for release deeds to the City from each person or entity so listed.
3. Motion to Authorize an Attorney for the City to make offers to purchase potential alleged or claimed interests in and to the "Residential Purposes" understanding language, as referenced in a deed from Harriet L. Hartley to Fred R. Poor in a deed recorded in Book 452 Page 205 of the Waldo County Registry of Deeds, to each real property owner of record who could claim or allege an interest in said "Residential Purposes" understanding, to include each Lot Owner(s) of real estate depicted on Tax Map 29, Lots 31, 32, 33, 34, 35 and 38, as further described on page 58 of the Charest Appraisal Report; the sum to be offered for each Lot shall be \$500, said sums to be offered in exchange for release deeds to the City of Belfast of said Residential Purposes restrictions.

Thanks.

Bill

---

**From:** David M. Kallin <DKallin@dwmlaw.com>  
**Sent:** Thursday, July 8, 2021 10:57 AM  
**To:** 'William Kelly' <bkelly11@bluestreakme.com>; Joanna B. Tourangeau <JTourangeau@dwmlaw.com>  
**Subject:** RE: Confidential Real Estate Negotiation and Fourth Amendment efforts to clear title

Bill:

The Docket Number for the Waldo litigation is RE-2019-18. The language in the DRAFT template letter seems clear and looks good to us.

Given that the DRAFT template letter refers to both upland and intertidal, it seems like the same language may be appropriate for the use restriction as well. Of course, if the City's offer exceeds the appraised value, that might be something worth noting in that letter. Because the potential use restriction was never mentioned other than in one 1946 deed, some of those folks may be surprised to hear of its alleged existence a supposed use restriction, so it might clarifying things to say that its existence has been alleged in the lawsuit to apply to all land that was once owned by Harriett L. Hartley, a predecessor in title to the letter recipients.

Thanks,  
Dave

David M. Kallin  
Attorney  
Drummond Woodsum  
207.253.0572 Direct | [DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)

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**From:** William Kelly <bkelly11@bluestreakme.com>  
**Sent:** Wednesday, July 7, 2021 8:12 PM  
**To:** David M. Kallin <DKallin@dwmlaw.com>; Joanna B. Tourangeau <JTourangeau@dwmlaw.com>  
**Subject:** Confidential Real Estate Negotiation and Fourth Amendment efforts to clear title

Dave and Joanna

This email is in furtherance of the ongoing real estate negotiations and is confidential.

I attach a draft letter to make offers to purchase alleged property interests as referenced in the Fourth Amendment and the DRAFT Eckrote Purchase and Sale Agreement that the City Council will review tomorrow. The Fourth Amendment requires us to work cooperatively regarding the clearing of title, and I look forward to any edits or clarifications you would suggest in this DRAFT template letter. A similar letter regarding the Use restriction would have to be sent out as well. Please comment on that as well.

Thank you.

Bill

WILLIAM S. KELLY, ESQ.  
KELLY & ASSOCIATES, LLC  
96 HIGH STREET, BELFAST, ME 04915

## William Kelly

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**From:** William Kelly <bkelly11@bluestreakme.com>  
**Sent:** Thursday, July 8, 2021 3:23 PM  
**To:** 'David M. Kallin'; 'Peter D. Klein'; 'Joanna B. Tourangeau'  
**Cc:** 'Kelly & Associates, LLC'  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment confidential

Hello Dave

Sounds like we are in the same boat – neither party has approved the document. The Council had not seen the draft until yesterday, so I have no idea what they think about it.

Thanks.

Bill

---

**From:** David M. Kallin <DKallin@dwmlaw.com>  
**Sent:** Thursday, July 8, 2021 2:31 PM  
**To:** 'William Kelly' <bkelly11@bluestreakme.com>; Peter D. Klein <PKlein@dwmlaw.com>; Joanna B. Tourangeau <JTourangeau@dwmlaw.com>  
**Cc:** 'Kelly & Associates, LLC' <kellylaw@bluestreakme.com>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment confidential

Bill,

Unfortunately neither the location limitation where you inserted it last night, nor where Pete has suggested potentially moving it has been cleared by Nordic. Nordic is ok with the pipe location being limited to the permitted area, but the permanent (and temporary) access and other rights should attach to the entire parcel with reasonable agreement and limits by the City on how/when those is exercised.

A few other (much more minor nits are reflected in the attached):

1. A “hereof” should be a “thereof” so that it’s clear that the timeline for the City to convey the Nordic Easement is triggered by the first closing, not by the signing of this P&S.
2. A correction in Section 3 where the defined term “Nordic Easement” should have been used.
3. Confidentiality is not an important aspect with regard to the addition of this parcel, so we would be fine taking that out if it makes things easier/cleaner for the City. (Probably also fine leaving it in, if the City would prefer it that way).

All of those changes are reflected in the attached.

Thanks,  
Dave

**David M. Kallin**  
Attorney  
207.253.0572 Direct  
[DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)

84 Marginal Way, Suite 600, Portland, ME 04101-2480  
800.727.1941 | 207.772.3627 Fax | [dwmlaw.com](http://dwmlaw.com)

**DrummondWoodsum**  
ATTORNEYS AT LAW

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**From:** William Kelly <[bkelly11@bluestreakme.com](mailto:bkelly11@bluestreakme.com)>  
**Sent:** Thursday, July 8, 2021 2:03 PM  
**To:** Peter D. Klein <[PKlein@dwmlaw.com](mailto:PKlein@dwmlaw.com)>  
**Cc:** David M. Kallin <[DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)>; 'Kelly & Associates, LLC' <[kellylaw@bluestreakme.com](mailto:kellylaw@bluestreakme.com)>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment confidential

Pete

Ok, your edit in the attachment to the email below makes sense. Thanks.

Bill

---

**From:** Peter D. Klein <[PKlein@dwmlaw.com](mailto:PKlein@dwmlaw.com)>  
**Sent:** Thursday, July 8, 2021 11:18 AM  
**To:** 'William Kelly' <[bkelly11@bluestreakme.com](mailto:bkelly11@bluestreakme.com)>  
**Cc:** David M. Kallin <[DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)>; 'Kelly & Associates, LLC' <[kellylaw@bluestreakme.com](mailto:kellylaw@bluestreakme.com)>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment confidential

Thanks Bill – I totally understand the timing constraints and appreciate your pushing this forward. I didn't see any highlight in your version but did see the change to the language describing location. I do think we need to move that language slightly (see redline attached) to make it clear that the location language applies to the permanent easement and not the temporary construction easement, per our email conversation. We still need to run this by our client but I expect we will be able to get comfortable with this. Best,

Pete

---

**From:** William Kelly <[bkelly11@bluestreakme.com](mailto:bkelly11@bluestreakme.com)>  
**Sent:** Wednesday, July 7, 2021 5:54 PM  
**To:** Peter D. Klein <[PKlein@dwmlaw.com](mailto:PKlein@dwmlaw.com)>  
**Cc:** David M. Kallin <[DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)>; 'Kelly & Associates, LLC' <[kellylaw@bluestreakme.com](mailto:kellylaw@bluestreakme.com)>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment confidential

Here it is. Had to get it out to Council when I did, and did not have time to discuss the change. Only change is to Easement deed and highlighted in yellow. The Council did not get it highlighted. The Temporary easement area is not limited.

Thanks.

Bill

---

**From:** Peter D. Klein <PKlein@dwmlaw.com>  
**Sent:** Wednesday, July 7, 2021 3:52 PM  
**To:** 'Bill Kelly' <bkelly11@bluestreakme.com>  
**Cc:** David M. Kallin <DKallin@dwmlaw.com>; Kelly & Associates, LLC <kellylaw@bluestreakme.com>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment confidential

Thanks Bill, if you could forward the distribution of the P&S so I can share the final form with my client I would appreciate it. I must confess that because of the speed at which we are moving and various vacation schedules we have internal review pending. I do not think we will have further edits, but that is possible and I understand that would need to go before council. Thanks,

Pete

---

**From:** Bill Kelly <bkelly11@bluestreakme.com>  
**Sent:** Wednesday, July 7, 2021 1:46 PM  
**To:** Peter D. Klein <PKlein@dwmlaw.com>  
**Cc:** David M. Kallin <DKallin@dwmlaw.com>; Kelly & Associates, LLC <kellylaw@bluestreakme.com>  
**Subject:** Re: Real Estate Negotiations Pursuant to 4th Amendment confidential

Pete thanks for your email. I will email the packet to you that I sent to the council when I get to Belfast. I'm on the road right now. I did add a phrase in the easement deed in two places to make clear that the easement for Nordic is in the location approved by the planning board. I had failed to identify the location in my prior edits. Obviously the entire lot cannot be subject to the permanent easement.

Bill

Sent from my iPhone

On Jul 7, 2021, at 11:42 AM, Peter D. Klein <PKlein@dwmlaw.com> wrote:

Bill – thanks for those comments. I'll run those by Andre Duchette who is representing the Eckrotes to make sure they are in agreement. I expect no issues on that discussion.

Thanks for all your work on this – getting the deed language and easement wrapped up in the P&S should make our path to closing much smoother.

Best,

Pete

---

**From:** William Kelly <bkelly11@bluestreakme.com>  
**Sent:** Wednesday, July 7, 2021 11:34 AM  
**To:** Peter D. Klein <PKlein@dwmlaw.com>; David M. Kallin <DKallin@dwmlaw.com>

Cc: 'Kelly & Associates, LLC' <kellylaw@bluestreakme.com>

Subject: RE: Real Estate Negotiations Pursuant to 4th Amendment confidential

Peter and Dave

By gory we are getting close. Thanks for the deed, I have two revisions:

1. As the P & S with Eckrote/Nordic and the City had the express language of the easement rights in the attached draft easement to be conveyed to Nordic, the language in the Subject To clause in the deed you sent is redundant, and may subject the City to a second demand from Nordic at a later date for additional rights, and we all want to be done with a final set of documents. Also, the P & S recognizes that the (2018) existing P & S with Nordic and Excrote for easement rights is not extinguished by the proposed P & S, should it not close, and thus there is protection there, as there should be.
2. "After all this gun fire I don't remember if I fired six shots or five" to paraphrase Dirty Harry. So...since the shots keep coming, could we please add "Further Releasing to the Grantee all right, title and interest in and to the intertidal area adjacent to the premises described above." I realize the call is along the Bay, but it seems appropriate since the referenced survey cited in the deed expressly states that no intertidal area is owned by Eckrote, to my recollection.

Thanks.

---

Bill

---

**From:** Peter D. Klein <PKlein@dwmlaw.com>

**Sent:** Wednesday, July 7, 2021 8:52 AM

**To:** 'William Kelly' <bkelly11@bluestreakme.com>; David M. Kallin <DKallin@dwmlaw.com>

**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

Bill – we are good with your proposed revisions.

The building restriction was intended only to cover permanent structures and not signage or other temporary items.

I've attached the form of deed we collected from the Eckrotes, I expect the original will be delivered today.

Let me know if you have any questions or want to discuss. I have a 9AM call and am otherwise generally available today. Best,

Pete

---

**From:** William Kelly <bkelly11@bluestreakme.com>

**Sent:** Tuesday, July 6, 2021 3:08 PM

**To:** Peter D. Klein <PKlein@dwmlaw.com>; David M. Kallin <DKallin@dwmlaw.com>

**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

Pete and Dave

Thanks for the turn around. Take a look at the attached.

1. I just realized I did not really mean “whichever is sooner” in the P & S, which would have obviated the 45 day period.
2. I am not sure about the restrictions to allow no buildings or improvements by the “Grantor” in the easement deed. The City may wish to put some kind of access/parking point for safety to get off of Rt. 1, or a composting toilet, benches for lunch, etc. We have not discussed this being “forever wild”, so this is why I keep removing that language. When this proposal was discussed, Nordic offered to use it equipment for improvements to the property while it was mobilized for the pipe work. The City is not presently planning to anything in particular at the moment, but looking 100 years into the future, as long as the pipes are left undisturbed, I don’t understand why no buildings or improvements are appropriate as a permanent restriction.
3. I understand the deed you attach from the City is in the same form as the Deed the City would obtain from Eckrote, otherwise, please send the draft proposed deed from Eckrote to the City.
4. There are a few other minor changes that I have added.

Thanks. Again, all subject to Council review, edits and approval. I am trying to avoid language which I think is likely to require an additional Council meeting after proposed edits from the Council, as that will delay the process.

Bill

---

**From:** Peter D. Klein <[PKlein@dwmlaw.com](mailto:PKlein@dwmlaw.com)>  
**Sent:** Tuesday, July 6, 2021 12:34 PM  
**To:** 'William Kelly' <[bkelly11@bluestreakme.com](mailto:bkelly11@bluestreakme.com)>; David M. Kallin <[DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

Bill – thanks for the update. We definitely understand the need to get this document in final and circulated as soon as possible so the City Council can consider it on Thursday.

We have just a few additional edits, after accepting your proposed edits. They show in redline in the attached. We also have included comments where appropriate to try and explain our thinking on the proposed additional edits. If easier to discuss over the phone I can be available all afternoon. The easiest way to reach me is my cell phone – 318-2410.

Thanks,

Pete

---

**From:** William Kelly <[bkelly11@bluestreakme.com](mailto:bkelly11@bluestreakme.com)>  
**Sent:** Tuesday, July 6, 2021 12:09 PM  
**To:** David M. Kallin <[DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)>; Peter D. Klein <[PKlein@dwmlaw.com](mailto:PKlein@dwmlaw.com)>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

Dave and Peter

Just want to let you know that if the City Council is going to meet to review the P & S this week, it is only Thursday evening that is possible at this point, and I need to give them the P & S today, if possible, so they may review it and the appraisal to review before Thursday. These folks have jobs during the day, and its about 150 pages combined to get through.

So, not to rush you, but that is what is happening on this end.

Thanks.

Bill

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**From:** William Kelly <[bkelly11@bluestreakme.com](mailto:bkelly11@bluestreakme.com)>  
**Sent:** Monday, July 5, 2021 12:14 PM  
**To:** 'David M. Kallin' <[DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)>  
**Cc:** 'Peter D. Klein' <[PKlein@dwmlaw.com](mailto:PKlein@dwmlaw.com)>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

David and Peter

Here are my proposed edits. The substantive changes are really to the Easement Deed. Please send me the proposed deed from Eckrote to the City. It seems that should be an exhibit as well. The deed into the City and the deed out of the City should mirror each other.

I have left in the date of July 30, subject to the right of the City to close within 45 days of the date the City executes the Purchase and Sale Agreement. As we know, the July 30 is not a likely date as I do not yet have a final form Appraisal, but I have modified paragraph 5(G) with some as soon as practicable language, and therefore we can view July 30 as a reference to the "as soon as practicable" date of closing.

The DRAFT attached is subject to further review, edit and approval by the City Council of the City of Belfast.

Thank you.

Bill

---

**From:** David M. Kallin <[DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)>  
**Sent:** Friday, July 2, 2021 9:54 AM  
**To:** 'William Kelly' <[bkelly11@bluestreakme.com](mailto:bkelly11@bluestreakme.com)>  
**Cc:** Peter D. Klein <[PKlein@dwmlaw.com](mailto:PKlein@dwmlaw.com)>  
**Subject:** Real Estate Negotiations Pursuant to 4th Amendment

Bill,

See attached for an updated P&S regarding the new waterfront parcel and necessary project rights contemplated in the 4<sup>th</sup> Amendment to the project agreements. This is an update to the previously circulated draft that (1) updates to reflect the current status of Nordic's work to deliver to the City the Eckrote rights in the new waterfront parcel, (2) cleans up the typos you flagged previously regarding the book and page citations in the Alleged Title Defects, and (3) includes the current state of the drafts of property descriptions and of the scope of the proposed easement regarding the Necessary Project Rights (which may get further refined as we approach the closings contemplated in the P&S). We're sending this reserving our client's right to review and offer edits, but wanted to get something for you to look at.

I've copied Pete Klein who will be handling most of the transaction documents for the various closings between Nordic, the City, and the Water District.

Let me know if you have thoughts or questions,  
Dave

David M. Kallin  
Attorney  
Drummond Woodsum  
207.253.0572 Direct | [DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)

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## William Kelly

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**From:** Joanna B. Tourangeau <JTourangeau@dwmlaw.com>  
**Sent:** Friday, July 9, 2021 2:44 PM  
**To:** 'William Kelly'  
**Cc:** David M. Kallin  
**Subject:** City/ Nordic PnS  
**Attachments:** PS- City\_Nordic re Eckrote 7 9 21 for execution.DOC

A clean version of the agreement, with the exception of redline changes to the Exhibit D, is attached. Please confirm whether it is ready for execution.

Best,

**Joanna B. Tourangeau**

Attorney

207.253.0567 Direct | 207.939.4224 Cell

[JTourangeau@dwmlaw.com](mailto:JTourangeau@dwmlaw.com)

84 Marginal Way, Suite 600, Portland, ME 04101-2480

800.727.1941 | 207.772.3627 Fax | [dwmlaw.com](http://dwmlaw.com)



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## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made this \_\_th day of July, 2021 (the "Effective Date") by and among the **City of Belfast**, with a mailing address of 131 Church Street, Belfast, Maine (the "City"), and **Nordic Aquafarms, Inc.** a Delaware corporation having an address of c/o Nordic Aquafarms, 511 Congress Street, Suite 500 Portland, ME 04101 ("Nordic");

WHEREAS, Nordic has arranged for the acquisition of real property located at 282 Northport Avenue, Belfast, Maine, identified on the City of Belfast Tax Map 29 as Lot 36, and all rights appurtenant thereto, which for the avoidance of doubt includes the Eckrote Intertidal as defined on Exhibit C (the "Premises") from Richard and Janet Eckrote (the "Seller"); and

WHEREAS, the Seller and Nordic entered into an Easement Purchase and Sale Agreement dated August 6, 2018, as later clarified and extended, pursuant to which the Seller agreed to convey to Nordic, and Nordic agreed to purchase from Seller, a perpetual subsurface easement as more fully described therein (the "Easement PSA"); and

WHEREAS, Nordic is the Grantee of rights under certain release deeds given by David Wesley Bell, Karen L. Stockunas, Constance Daily, Barbara Bell, Sandra L. Bell, David Woods, Marcia L. Woods, Robert L. Burger, Robert L. Burger II, and Thomas A. Burger as heirs of Harriet Hartley, which release deeds are recorded in the Waldo County Registry of Deeds and pursuant to which the said individuals released to Nordic any right, title and interest they might have had in the real property conveyed to the said Harriet L. Hartley under a deed recorded in the Waldo County Registry of Deeds at Book 386, Page 453 (the "Hartley Rights"); and

WHEREAS, the City and Nordic are parties, together with the Belfast Water District ("BWD"), to a certain Options and Purchase Agreement dated January 30, 2018, as amended from time to time, through to the Fourth Amendment to date (as so amended, the "Options Agreement"); and

WHEREAS, pursuant to the Options Agreement, Nordic shall acquire from the BWD real property upon which it will construct an aquaculture facility in accordance with certain governmental approvals, as more fully described therein; and

WHEREAS, pursuant to the Options Agreement, the City shall acquire property described as the "Waterfront Parcel", together with parking and easement rights described in the said Options Agreement; and

WHEREAS, the Waterfront Parcel will allow the City to provide access to a recreational walking trail system located on the Waterfront Parcel together with significant other public benefit for the City and the BWD; and

WHEREAS, the Premises is located adjacent to the Waterfront Parcel and, if acquired by the City, would allow the City to extend the walking trail system on the

Waterfront Parcel to the Premises which would give the public access to Penobscot Bay and the Atlantic Ocean, which access is not possible from the Waterfront Parcel; and

WHEREAS, Nordic is willing to pay for the Premises to be transferred to the City and facilitate additional public benefits described in the foregoing recitals in accordance with the terms and conditions set forth below; and

WHEREAS, the City and Nordic also enter into this Agreement in furtherance of the purpose of the Options Agreement, namely the construction of the aquaculture facility by Nordic and the City's ability to provide public benefits to the BWD, the general public and, more specifically residents of the City; and

WHEREAS, the Seller has delivered to Nordic two deeds and related transfer documents regarding the Premises, one of which deeds conveys the Premises to the City (the "City Deed") and one of which deeds conveys the Premises to Nordic (the "Nordic Deed") to be held in escrow by Nordic and to be released and recorded as contemplated under the terms of this Agreement; and

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained herein, the parties agree as follows:

1. TIME FOR PERFORMANCE; DELIVERY OF DEED. In furtherance of and subject to the Fourth Amendment to the Evaluation Agreement and Options and Purchase Agreement, the Closing contemplated by this agreement involves (i) the release and recording of the City Deed, (ii) Nordic delivering to the City and recording a release deed conveying the Hartley Rights pertaining to the Premises to the City (the "Hartley Rights Deed"), and (iii) the City delivering to Nordic a deed to the Premises (the "City/Nordic Deed"), which deed from the City to Nordic shall be held by Nordic and released and recorded as described below, and (iv) after the Closing, but within 45 days following the date hereof, the City delivering the Nordic permanent and temporary easements as set forth on Exhibit D together with the additional Necessary Project Rights, as described and defined below (the "Nordic Easement"). The Closing shall occur at such time (during normal business hours) and on such a business day (the "Closing Date") as may be agreed by the City and Nordic by delivery of original documents to counsel for Nordic who will record the documents contemplated hereby and disburse the sale proceeds to Seller in accordance with a settlement statement signed by Nordic and Seller, but in no event shall the Closing shall take place later than July 30, 2021 (the "Outside Closing Date") and the City shall use reasonable efforts to close as soon as practicable. In the event that either (i) the Closing does not occur on or before the Outside Closing Date or (ii) the City does not acquire the Necessary Project Rights (as defined below) and convey the Nordic Easement within 45 days following the date of execution of this Agreement by the City of Belfast, Nordic shall have the right, but not the obligation, to terminate this Agreement at any time thereafter by giving written notice to the City and shall thereafter be relieved of all liability hereunder. Upon such termination, Nordic shall have the right to release and record the Nordic Deed, and this Agreement shall be deemed null and void.

2. NO MERGER. The rights granted to Nordic hereunder and to be granted to Nordic in the Nordic Deed shall not merge with those rights contemplated by the Easement PSA, it being the expressed intention that the Easement PSA shall remain in full force and effect unless and until the same is terminated by Nordic.

3. CLOSING DOCUMENTS. At the Closing:

A. Deed. Nordic shall release to the City the City Deed and the Hartley Rights Deed;

B. Nordic Deed. The City shall, prior to the release and delivery of the City Deed, deliver to Nordic the City/Nordic Deed, which shall be held by Nordic and released and recorded in accordance with the terms described below.

C. Nordic Easement. The City, subject to and consistent with the City using best reasonable efforts as described in the Fourth Amendment to the Options and Evaluation Agreements, shall convey to Nordic the Nordic Easement free from the alleged title defects listed on Exhibit B, attached hereto (the "Alleged Title Defects"), within 45 days following the date hereof. In the event that the City so conveys the Nordic Easement free from the Alleged Title Defects, the Nordic Deed shall be destroyed and the Premises shall remain property of the City, subject to the Nordic Easement. In the event that the City does not convey the Nordic Easement free from the Alleged Title Defects within the forty-five day period following the date hereof, Nordic shall have the right (but not the obligation) at any time following the expiration of such forty-five day period, to release and record the City/Nordic Deed, as its exclusive remedy for such failure to convey the Nordic Easement free from the Alleged Title Defects.

D. Title Affidavits. Nordic and the City shall execute and deliver, in connection with the Closing, executed originals of such customary certificates, affidavits or letters of indemnity as the title insurance company issuing the title insurance policy on the Premises shall require in order to issue such policy and to omit therefrom all exceptions for unfiled mechanics', materialmens' or similar liens and parties in possession and brokers' liens;

E. Nonforeign Person Affidavit. Nordic and the City shall execute and deliver, in connection with the Closing, such affidavits and certificates, in form and substance reasonably satisfactory as may be requested by the City and Nordic;

F. Notification of Withholding Tax Requirement. Nordic and the City shall execute and deliver, in connection with the Closing, executed original certificates in form and substance reasonably satisfactory acknowledging receipt of notification of the withholding tax requirements of the State of Maine;

G. Maine Withholding. Nordic and the City shall execute and deliver, in connection with the Closing, such form as may be needed, to deduct and withhold a portion of the Purchase Price pursuant to 36 M.R.S.A. § 5250-A;

H. Underground Oil Storage Tank Certification. Nordic and the City shall execute and deliver, in connection with the Closing, a written notice, in form and substance reasonably satisfactory, which written notice shall certify the registration numbers of the underground oil storage facilities located on the Premises, the exact location of the facilities, whether or not they have been abandoned in place, and that the facilities are subject to regulation by the Maine Department of Environmental Protection;

I. Real Estate Transfer Tax Declaration. Nordic and the City shall execute and deliver, in connection with the Closing, a Real Estate Transfer Tax Declaration in the form required to be recorded with the deed and the real estate transfer tax imposed by the State of Maine shall be paid by the City and Nordic in accordance with law;

J. Prorations. Real estate taxes assessed by the City and water and sewer use charges (if any) shall be prorated as of the Closing Date;

K. Other Documents. Nordic and the City shall execute, acknowledge and deliver such other documents and items as Nordic's or the City's attorneys may reasonably require.

4. DEFAULT. Subject to and pursuant to the Fourth Amendment of the Evaluation Agreement and Options and Purchase Agreements, in the event that either party is in default or fails to comply with any of the terms and conditions of this Agreement, the other party may terminate this Agreement and pursue all remedies available at law and equity, including, without limitation, an action for specific performance, it being agreed that no adequate remedy at law exists.

5. MISCELLANEOUS.

A. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. No party shall have the right to assign this Agreement without the prior consent of the other party.

B. Any notice relating in any way to this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier, addressed to the addresses first listed above, with copies to:

Representative of the City: William Kelly, Esq.  
Kelly & Associates, LLC  
96 High Street  
Belfast, ME 04915

Representative of Nordic: Joanna B. Tourangeau, Esq.  
Drummond Woodsum  
84 Marginal Way, Suite 600  
Portland, ME 04101

and such notice shall be deemed delivered two (2) days after so posted. Either party may, by such manner of notice, substitute person or addresses for notice other than those listed above.

C. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing, signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

E. This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine. Any dispute requiring court action shall be first brought in Waldo County Superior Court.

F. Unless otherwise expressly provided, whenever a provision of this Agreement refers to a matter being satisfactory, it shall mean satisfactory in such party's sole discretion.

G. The Closing shall be held as soon as practicable, prior to the expiration of the 45 day period for delivery of the Nordic Easement free of Alleged Title Defects, as described herein.

H. This Agreement may be executed in one or more counterparts, all of which shall collectively constitute a single instrument.

I. Any dates in this Agreement may be extended, at Nordic's option, in the event of any governmental action, including, without limitation, a moratorium on development, imposed, declared or otherwise instituted by a municipality or any other similar governmental authority for a number of days equal to the days such moratorium or similar government action is pending.

Disclosure. Except as and to the extent required by law, without the prior written consent of the other party, neither the City nor Nordic shall, nor shall their respective representatives or employees, directly or indirectly, make any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding, a transaction between the parties, or any of the terms, conditions or other aspects of the transactions proposed in this Agreement except that Nordic and its representatives are hereby authorized to disclose any aspect of this transaction in connection with the conduct of its pursuit of permits and due diligence.

WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

CITY OF BELFAST

\_\_\_\_\_

By: \_\_\_\_\_  
Eric Sanders, Mayor

[INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

NORDIC AQUAFARMS, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Erik Heim  
Title: President

[INTENTIONALLY BLANK]

Exhibit A  
Deed from City to Nordic

MUNICIPAL QUITCLAIM DEED

**CITY OF BELFAST**, a municipal corporation having a mailing address of 131 Church Street, Belfast, Maine 04915, ("Grantor"), for consideration paid, Releases all of its right, title and interest to **NORDIC AQUAFARMS, INC.**, a Delaware corporation having an address of c/o Nordic Aquafarms, 511 Congress Street, Suite 500 Portland, ME 04101 ("Grantee") in and to a certain lot or parcel of land, together with the buildings and improvements thereon located on the easterly side of U.S. Route One in the City of Belfast, County of Waldo, and State of Maine, more particularly described as follows:

A certain lot or parcel of land, together with buildings thereon, situated in the City of Belfast, County of Waldo, State of Maine, more particularly bounded and described as follows:

Beginning at a 5/8" capped rebar set on the southeasterly line of Northport Ave. (U.S. Route One), in the center of a concrete culvert crossing said Northport Avenue, said rod marking the northwesterly corner of land formerly of Larry Theye and Betty Becker-Theye (reference Waldo County Registry of Deeds Book 1303, Page 184);

Thence N 31° 10' 24" E along said Northport Avenue a distance of four hundred eighty-one and three hundredths (481.03) feet to a 5/8" capped rebar set in the southwesterly corner of land now or formerly of Lyndon Morgan (for reference see deed recorded in the Waldo County Registry of Deeds in Book 1804, Page 307, parcel #1);

Thence S 39° 49' 26" E along land of said Morgan a distance of four hundred twenty-eight and ninety-seven hundredths (428.97) feet to an iron rod found;

Thence continuing S 39° 49' 26" E along land of said Morgan a distance of twenty-four (24) feet, more or less, to the high water mark of Penobscot Bay;

Thence generally southwesterly along said Bay a distance of four hundred twenty-five (425) feet, more or less, to a 5/8" capped rebar set in the end of a ditch marking land formerly of Larry Theye and Betty Becker-Theye, said rebar being located S 70° 54' 45" W a distance of three hundred twenty-two and ninety-one hundredths (322.91) feet from the last mentioned iron rod found and S 83° 52' 14" E a distance of two hundred nineteen and eighty-three (219.83) feet from the rebar at the point of beginning.

Thence northwesterly along the bottom of a ditch marking land now or formerly of Larry Theye and Betty Becker-Theye a distance of two hundred fifty (250) feet, more or less, to the point of beginning, containing 2.8 acres, more or less.

Meaning and intending to convey and hereby conveying the same premises described in a deed from William O. Poor to Phyllis J. Poor, dated July 1, 1991, recorded in the Waldo County Registry of Deeds in Book 1228, Page 346, and premises conveyed to said Phyllis and William Poor by deed from Frederick C. and Priscilla B. Kelly by deed recorded in said Registry in Book 957, Page 306. For further reference see deeds to William and Phyllis Poor from Frederick Poor

recorded in Book 691, Page 44, and from Douglas and Marion Tozier recorded in Book 724, Page 415.

The description above is based on a survey entitled "Boundary Survey of the Property of Phyllis J. Poor Estate" dated August 31, 2012, oriented to magnetic north, August, 2012, by Good Deeds, Inc.

ALSO releasing all right, title and interest to any land located between the northeasterly bound of the premises above described and land now or formerly of Lyndon Morgan as described in Waldo County Registry of Deeds Book 1804, Page 307.

Being those same premises conveyed to the within Grantors by deed of R. Kenneth Lindell and Barbara Gray, co-personal representatives of the Estate of Phyllis J. Poor, dated October 15, 2012 and recorded in the Waldo County Registry of Deeds in Book 3697, Page 5.

ALSO releasing any right, title or interest Grantors may have to enforce that use restriction set forth in a certain deed from Harriet L. Hartley to Fred R. Poor dated January 25, 1946 and recorded in the Waldo County Registry of Deeds in Book 452, Page 205.

ALSO granting and conveying all right, title and interest conveyed to Grantor under the so-called Hartley Rights deed given by Grantee to Grantor on July \_\_, 2021 and recorded at book \_\_, page \_\_ of the Waldo County Registry of Deeds.

[End of page. Execution page follows.]

IN WITNESS WHEREOF, the undersigned has set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF BELFAST

\_\_\_\_\_

By: \_\_\_\_\_  
Eric Sanders, Mayor

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_, 2021

Then personally appeared the above named Eric Sanders, in his capacity as the mayor of the City of Belfast, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

\_\_\_\_\_  
Notary Public/Maine Attorney at Law

Print name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Exhibit B  
Alleged Title Defects

1. Any right, title and interest of Jeffrey R. Mabee and Judith B Grace under a deed recorded in the Waldo County Registry of Deeds at Book 1221, Page 347 in the intertidal area more particularly described on Exhibit C (the "Eckrote Intertidal"). For an explanation of the claims of Jeffrey R. Mabee and Judith B Grace therein, further reference is made to Surveyor's Opinion regarding Mabee-Grace Survey by Donald R. Richards, P.L.S., L.F. recorded in the Waldo County Registry of Deeds at Book 4425, Page 165.
  
2. Any right, title and interest of Friends of the Harriet L. Hartley Conservation Area in and to the Eckrote Intertidal Area, which interest was assigned to it by Upstream Watch by an instrument dated November 4, 2019 in which Upstream Watch assigned its rights under a Conservation Easement Deed recorded in the Waldo County Registry of Deeds at Book 4367, Page 273 granted by Jeffrey R. Mabee and Judith B. Grace. For an explanation of the claims of Jeffrey R. Mabee and Judith B Grace on which this conveyance is based further reference is made to Surveyor's Opinion regarding Mabee-Grace Survey by Donald R. Richards, P.L.S., L.F. recorded in the Waldo County Registry of Deeds at Book 4425, Page 165.
  
3. Any right, title and interest of the heirs and/or assigns of Harriet L. Hartley, as a result of the following language appearing in a deed recorded at Book 452, Page 205 of the Waldo County Registry of Deeds as follows. "The lot or parcel of land herein described is conveyed to Fred R. Poor with the understanding it is to be used for residential purposes only, that no business for profit is to be conducted there unless agreed to by Harriet L. Harley, her heirs or assigns.", including any such interest of Jeffrey R. Mabee and Judith B. Grace; Lyndon W. Morgan; Gary Roughead Revocable Living Trust; J. Thomas Kent, Jr. and Joan L. Kent; Michael H. Giles and Jayne C Giles; Peter A Rasmussen and Adrienne R. Boissy; and their heirs, successors, and/or assigns as their interests may appear. Further reference is made to Surveyor's Opinion regarding Mabee-Grace Survey by Donald R. Richards, P.L.S., L.F. recorded in the Waldo County Registry of Deeds at Book 386, Page 453. Together with any right, title and interest of heirs of Harriet L. Hartley in the said use restriction, other than those released by the Hartley Rights. Specifically, any such interest of Richard B. Bell Jr. or his step children, Janet Cooper-Zelner and Elizabeth Cooper Rankin and Carol Bell Watson.

Any right, title and interest of heirs of Harriet L. Hartley in the Eckrote Intertidal Area, other than those released by the Hartley Rights. Further reference regarding this interest is made to Exhibit C, Note 6. Specifically, any such interest of Richard B. Bell Jr. or his step children, Janet Cooper-Zelner and Elizabeth Cooper Rankin whose interest, should it exist, would be 6% and Carol Bell Watson whose interest, should it exist, would be 1%.

Exhibit C  
ECKROTE INTERTIDAL DESCRIPTION

A certain lot or parcel of intertidal land located easterly of Route One (a.k.a. Northport Avenue) and on the westerly shore of Penobscot Bay in the City of Belfast, County of Waldo, State of Maine, shown as the 5.1 acre intertidal area on attached Exhibit 1 and being more particularly described as follows:

COMMENCING at a 5/8 inch rebar with survey cap stamped "GOOD DEEDS" found on the easterly right-of-way line of Route One at the most westerly corner of land of Lyndon G. Morgan as described in a deed recorded in Book 1804, Page 307 of the Waldo County Registry of Deeds.

THENCE S 54°53'45" E along said land of Morgan a distance of 429.01 feet to a 5/8 inch rebar found.

THENCE S 54°53'45" E along said land of Morgan a distance of 26.1 feet to the high water mark of Penobscot Bay and the **TRUE POINT OF BEGINNING**.

THENCE S 31°35'52" E along said intertidal land of Morgan a distance of 777 feet more or less to the low water mark of Penobscot Bay.

THENCE westerly, southeasterly, southwesterly, and northwesterly along said low water mark of Penobscot Bay a distance of 820 feet more or less to intertidal land of Donald K. Schweikert and Wendy W. Schweikert as described in a deed recorded in Book 4441, Page 184 of the Waldo County Registry of Deeds.

THENCE N 35°41'53" W along said intertidal land of Schweikert a distance of 834 feet more or less to the high water mark of Penobscot Bay at the mouth of a brook which is N 89°41'01" E a distance of 42.5 feet from a 5/8 inch rebar with survey cap stamped "GOOD DEEDS" found in the center of a gully which rebar is S 55°54'53" W a distance of 322.89 feet from said rebar found at said land of Morgan 26.1 feet from the high water mark of Penobscot Bay.

THENCE easterly and northeasterly along said high water mark of Penobscot Bay a distance of 440 feet more or less back to the True Point of Beginning.

MEANING and intending to describe 5.1 acres of intertidal land as shown on Exhibit C1 attached hereto.

The parcel described herein is the intertidal portion of that land conveyed from the Estate of Phyllis J. Poor to Richard Eckrote and Janet Eckrote as described in a deed recorded in Book 3697, Page 5 of the Waldo County Registry of Deeds, which intertidal land is also claimed by Jeffrey R. Mabee and Judith B. Grace in a real estate action pending before the Waldo County Superior Court entitled Jeffrey R. Mabee, et. al. v. Nordic Aquafarms, Inc, et. al., Docket Number RE-2019-18.

All directions are referenced to the Maine Coordinate System of 1983 (2011), East Zone. All distances are grid distances with a combined scale factor of 0.9999186.

Exhibit C1  
Depiction

Exhibit D  
Nordic Easement  
**EASEMENT**

**City of Belfast**, a municipal corporation having an address of 131 Church Street, Belfast, Maine 04915 (the “Grantor”), for consideration paid, grants unto **Nordic Aquafarms, Inc.** a Delaware corporation having an address of c/o Nordic Aquafarms, 159 High Street, Belfast, Maine 04915 (the “Grantee”), its successors and assigns forever, a permanent easement for aquaculture piping installation, operation and maintenance and a temporary easement allowing construction on the Property (defined below), which shall be recorded with the Waldo County Registry of Deeds and described as follows:

PERMANENT EASEMENT

The perpetual right to enter upon land described as: the land granted and conveyed to the Grantor by deed of Richard Eckrote and Janet Eckrote, individuals with a mailing address of 42 Grandview Avenue, Lincoln Park, New Jersey, 07035, which deed is recorded at Book \_\_, Page \_\_ of the Waldo County Registry of Deeds (the “Eckrote Deed”), the interests conveyed to the Grantor by Grantee by deed dated July \_\_, 2021 known as the Hartley Rights Deed, and such rights related to the real property described in the Eckrote Deed as may be acquired by the Grantor subsequent to the recording of the above-described Eckrote Deed and prior to the date hereof (such land and interests collectively may be referred to herein as the “Property”) for the following purposes and together with additional rights as follows:

1. the right to install, operate, maintain, replace, upgrade and remove and undertake all other activities deemed necessary and reasonable to facilitate obtaining water from and discharging effluent into the Atlantic Ocean for its facility located adjacent to the Property with all necessary fixtures and appurtenances, including subsurface (and not overhead) electric or other energized control lines as required for the operation of the said conduit and/or piping, in the location approved by the Belfast Planning Board through by permits issued in December, 2020 as such may be amended or revised; and
2. the right to make connections with the conduits or piping at the boundaries of the Property; and
3. the right to trim, cut down, and/or remove bushes, grass, crops, trees or any other vegetation, to such extent as is necessary for any of these purposes in the reasonable judgment of Grantee; and
4. the right to change the existing surface grade of the Property as is reasonably necessary for any of these purposes; and
5. the right to enter on, alter and disturb the Property at any and all times for any of these purposes, upon reasonable written notice to the City of Belfast, which shall not be less than 48 hours, except in the case of an emergency.

6. Following the construction contemplated under the Temporary Construction Rights described below pursuant to existing permits issued by the City of Belfast, and prior to the commencement of any additional construction activities referenced above, the Grantee shall meet with the appropriate officials of the City of Belfast and provide topographical and engineering plans to depict the installation, maintenance and replacement of the activities described above, and Grantee shall take into consideration and implement such reasonable requests as the City of Belfast may make to coordinate such activities with the then current and future municipal use, public use and maintenance of the Property by the City of Belfast

The Grantor reserves for itself, its successors and assigns each and every use, development, or enjoyment of the Property for any purpose that does not unreasonably interfere with the rights granted to Grantee, its successors and assigns.; and further provided that none of the following improvements may be made by the Grantor without the prior written consent of the Grantee, which shall not be unreasonably withheld:

1. Grantor shall consent to installation of a pump house should Grantee, in its sole discretion, determine one is needed to obtain necessary quality or quantity of discharge or intake; said pump house shall occupy a footprint no greater than is needed, based on industry standards..

2. No earth shall be removed, no fill may be added, and no other change shall be made to the final designed surface grade of the Property without the written permission of Grantee, to the extent that such actions may unreasonably interfere with the uses granted to Grantee herein.

3. Grantor shall not disturb the soil or install any structures or improvements, impermeable surfaces, or any facilities beyond those typical for the information, safety and convenience of passive public recreation and municipal uses on the Property.

4. Grantor shall exercise reasonable efforts to maintain the existing cottage currently on the Property for the benefit of the public.

#### TEMPORARY CONSTRUCTION RIGHTS

The right, for the period of time beginning as of the date hereof and through the construction of the project in accordance with the approvals, permits and licenses as authorized by the Code and Planning Office of the City of Belfast, State of Maine, and U.S. Army Corps of Engineers as such authorizations may be modified or amended from time to time, to enter upon the Property for the purposes of completing the construction of Grantee's land-based aquaculture facility ("Project"). All approvals shall be obtained by the Grantee and at Grantee's expense. Grantee acknowledges that this Easement Deed does not serve to provide any permit, license or permission that falls within the jurisdiction of the Code and Planning Office or Belfast Planning Board, be they present permits issued or permits which must be sought in the future.

Said right may include, but is not limited to, necessary excavating, placing of fill material, dredging, curbing, loaming, seeding, paving, installation of structures such as piping, culverts and sedimentation and erosion control structures, removal of trees, shrubs, bushes and other growth, selective cutting, trimming, and other necessary incidental work in grading and revegetating and stabilizing said adjoining land, in addition to the temporary placement of utility poles including all related fixtures, overhead wires, guys, etc. in order to allow for Project construction in accordance with all governing regulations and other requirements of law.

The rights granted with respect to the Temporary Easement Area are:

The right to enter upon the Property to install piping and perform the work as set forth herein, subject to the conditions described above; provided that condition 6, above, is hereby deemed satisfied for all existing Permits issued by the Belfast Planning Board.

Said right may include, but is not limited to, necessary excavating, placing of fill material, dredging, curbing, loaming, seeding, paving, installation of structures such as piping, culverts and sedimentation and erosion control structures, removal of trees, shrubs, bushes and other growth, selective cutting, trimming, and other necessary incidental work in grading and revegetating and stabilizing said adjoining land, in addition to the placement of temporary construction installations, in the form of utility poles including all related fixtures, overhead wires, guys, etc. in order to allow for Project construction in accordance with all governing regulations and other requirements of law, any of which temporary construction installations shall be removed in an expeditious manner after completion of the temporary construction work.

The real property benefitted by this appurtenant easement shall be the real property owned or to be acquired by the Grantee located generally west of U.S. Route 1 acquired or to be acquired by the Grantee from Belfast Water District, Samuel Cassida and Goldenrod Properties, LLC.

**IN WITNESS WHEREOF**, the said City of Belfast, has caused this instrument to be executed by Eric Sanders, its Mayor, thereunto duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF BELFAST

By: \_\_\_\_\_  
Eric Sanders, Mayor

State of Maine  
County of Waldo

Date: \_\_\_\_\_, 2021

Personally appeared the above named Eric Sanders, duly authorized, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the City of Belfast.

Before me, \_\_\_\_\_  
Attorney/Notary Public  
Print Name: \_\_\_\_\_  
My Commission ex \_\_\_\_\_

## William Kelly

---

**From:** Joanna B. Tourangeau <JTourangeau@dwmlaw.com>  
**Sent:** Friday, July 9, 2021 3:37 PM  
**To:** 'William Kelly'  
**Cc:** David M. Kallin  
**Subject:** Execution Copy & Addresses  
**Attachments:** PS- City\_Nordic re Eckrote 7 9 21 for execution.DOC; City PnS Exhibit B Addresses.DOCX

Attorney Kelly:

Attached please find an execution copy of the PnS and the addresses associated with Exhibit B.

Happy Friday!

**Joanna B. Tourangeau**

Attorney

207.253.0567 Direct | 207.939.4224 Cell

[JTourangeau@dwmlaw.com](mailto:JTourangeau@dwmlaw.com)

84 Marginal Way, Suite 600, Portland, ME 04101-2480

800.727.1941 | 207.772.3627 Fax | [dwmlaw.com](http://dwmlaw.com)

**DrummondWoodsum**

ATTORNEYS AT LAW

*The information transmitted herein is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Unintended transmission shall not constitute waiver of any privilege, including, without limitation, the attorney-client privilege if applicable. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the e-mail and any attachments from any computer.*



## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “Agreement”) is made this \_\_\_th day of July, 2021 (the “Effective Date”) by and among the **City of Belfast**, with a mailing address of 131 Church Street, Belfast, Maine (the “City”), and **Nordic Aquafarms, Inc.** a Delaware corporation having an address of c/o Nordic Aquafarms, 511 Congress Street, Suite 500 Portland, ME 04101 (“Nordic”);

WHEREAS, Nordic has arranged for the acquisition of real property located at 282 Northport Avenue, Belfast, Maine, identified on the City of Belfast Tax Map 29 as Lot 36, and all rights appurtenant thereto, which for the avoidance of doubt includes the Eckrote Intertidal as defined on Exhibit C (the “Premises”) from Richard and Janet Eckrote (the “Seller”); and

WHEREAS, the Seller and Nordic entered into an Easement Purchase and Sale Agreement dated August 6, 2018, as later clarified and extended, pursuant to which the Seller agreed to convey to Nordic, and Nordic agreed to purchase from Seller, a perpetual subsurface easement as more fully described therein (the “Easement PSA”); and

WHEREAS, Nordic is the Grantee of rights under certain release deeds given by David Wesley Bell, Karen L. Stockunas, Constance Daily, Barbara Bell, Sandra L. Bell, David Woods, Marcia L. Woods, Robert L. Burger, Robert L. Burger II, and Thomas A. Burger as heirs of Harriet Hartley, which release deeds are recorded in the Waldo County Registry of Deeds and pursuant to which the said individuals released to Nordic any right, title and interest they might have had in the real property conveyed to the said Harriet L. Hartley under a deed recorded in the Waldo County Registry of Deeds at Book 386, Page 453 (the “Hartley Rights”); and

WHEREAS, the City and Nordic are parties, together with the Belfast Water District (“BWD”), to a certain Options and Purchase Agreement dated January 30, 2018, as amended from time to time, through to the Fourth Amendment to date (as so amended, the “Options Agreement”); and

WHEREAS, pursuant to the Options Agreement, Nordic shall acquire from the BWD real property upon which it will construct an aquaculture facility in accordance with certain governmental approvals, as more fully described therein; and

WHEREAS, pursuant to the Options Agreement, the City shall acquire property described as the “Waterfront Parcel”, together with parking and easement rights described in the said Options Agreement; and

WHEREAS, the Waterfront Parcel will allow the City to provide access to a recreational walking trail system located on the Waterfront Parcel together with significant other public benefit for the City and the BWD; and

WHEREAS, the Premises is located adjacent to the Waterfront Parcel and, if acquired by the City, would allow the City to extend the walking trail system on the

Waterfront Parcel to the Premises which would give the public access to Penobscot Bay and the Atlantic Ocean, which access is not possible from the Waterfront Parcel; and

WHEREAS, Nordic is willing to pay for the Premises to be transferred to the City and facilitate additional public benefits described in the foregoing recitals in accordance with the terms and conditions set forth below; and

WHEREAS, the City and Nordic also enter into this Agreement in furtherance of the purpose of the Options Agreement, namely the construction of the aquaculture facility by Nordic and the City's ability to provide public benefits to the BWD, the general public and, more specifically residents of the City; and

WHEREAS, the Seller has delivered to Nordic two deeds and related transfer documents regarding the Premises, one of which deeds conveys the Premises to the City (the "City Deed") and one of which deeds conveys the Premises to Nordic (the "Nordic Deed") to be held in escrow by Nordic and to be released and recorded as contemplated under the terms of this Agreement; and

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained herein, the parties agree as follows:

1. TIME FOR PERFORMANCE; DELIVERY OF DEED. In furtherance of and subject to the Fourth Amendment to the Evaluation Agreement and Options and Purchase Agreement, the Closing contemplated by this agreement involves (i) the release and recording of the City Deed, (ii) Nordic delivering to the City and recording a release deed conveying the Hartley Rights pertaining to the Premises to the City (the "Hartley Rights Deed"), and (iii) the City delivering to Nordic a deed to the Premises (the "City/Nordic Deed"), which deed from the City to Nordic shall be held by Nordic and released and recorded as described below, and (iv) after the Closing, but within 45 days following the date hereof, the City delivering the Nordic permanent and temporary easements as set forth on Exhibit D (the "Nordic Easement"). The Closing shall occur at such time (during normal business hours) and on such a business day (the "Closing Date") as may be agreed by the City and Nordic by delivery of original documents to counsel for Nordic who will record the documents contemplated hereby and disburse the sale proceeds to Seller in accordance with a settlement statement signed by Nordic and Seller, but in no event shall the Closing shall take place later than July 30, 2021 (the "Outside Closing Date") and the City shall use reasonable efforts to close as soon as practicable. In the event that either (i) the Closing does not occur on or before the Outside Closing Date or (ii) the City does not acquire and convey the Nordic Easement within 45 days following the date of execution of this Agreement by the City of Belfast, Nordic shall have the right, but not the obligation, to terminate this Agreement at any time thereafter by giving written notice to the City and shall thereafter be relieved of all liability hereunder. Upon such termination, Nordic shall have the right to release and record the Nordic Deed, and this Agreement shall be deemed null and void.

2. NO MERGER. The rights granted to Nordic hereunder and to be granted to

Nordic in the Nordic Deed shall not merge with those rights contemplated by the Easement PSA, it being the expressed intention that the Easement PSA shall remain in full force and effect unless and until the same is terminated by Nordic.

3. CLOSING DOCUMENTS. At the Closing:

A. Deed. Nordic shall release to the City the City Deed and the Hartley Rights Deed;

B. Nordic Deed. The City shall, prior to the release and delivery of the City Deed, deliver to Nordic the City/Nordic Deed, which shall be held by Nordic and released and recorded in accordance with the terms described below.

C. Nordic Easement. The City, subject to and consistent with the City using best reasonable efforts as described in the Fourth Amendment to the Options and Evaluation Agreements, shall convey to Nordic the Nordic Easement free from the alleged title defects listed on Exhibit B, attached hereto (the "Alleged Title Defects"), within 45 days following the date hereof. In the event that the City so conveys the Nordic Easement free from the Alleged Title Defects, the Nordic Deed shall be destroyed and the Premises shall remain property of the City, subject to the Nordic Easement. In the event that the City does not convey the Nordic Easement free from the Alleged Title Defects within the forty-five day period following the date hereof, Nordic shall have the right (but not the obligation) at any time following the expiration of such forty-five day period, to release and record the City/Nordic Deed, as its exclusive remedy for such failure to convey the Nordic Easement free from the Alleged Title Defects.

D. Title Affidavits. Nordic and the City shall execute and deliver, in connection with the Closing, executed originals of such customary certificates, affidavits or letters of indemnity as the title insurance company issuing the title insurance policy on the Premises shall require in order to issue such policy and to omit therefrom all exceptions for unfiled mechanics', materialmens' or similar liens and parties in possession and brokers' liens;

E. Nonforeign Person Affidavit. Nordic and the City shall execute and deliver, in connection with the Closing, such affidavits and certificates, in form and substance reasonably satisfactory as may be requested by the City and Nordic;

F. Notification of Withholding Tax Requirement. Nordic and the City shall execute and deliver, in connection with the Closing, executed original certificates in form and substance reasonably satisfactory acknowledging receipt of notification of the withholding tax requirements of the State of Maine;

G. Maine Withholding. Nordic and the City shall execute and deliver, in connection with the Closing, such form as may be needed, to deduct and withhold a portion of the Purchase Price pursuant to 36 M.R.S.A. § 5250-A;

H. Underground Oil Storage Tank Certification. Nordic and the City shall execute and deliver, in connection with the Closing, a written notice, in form and substance reasonably satisfactory, which written notice shall certify the registration numbers of the underground oil storage facilities located on the Premises, the exact location of the facilities, whether or not they have been abandoned in place, and that the facilities are subject to regulation by the Maine Department of Environmental Protection;

I. Real Estate Transfer Tax Declaration. Nordic and the City shall execute and deliver, in connection with the Closing, a Real Estate Transfer Tax Declaration in the form required to be recorded with the deed and the real estate transfer tax imposed by the State of Maine shall be paid by the City and Nordic in accordance with law;

J. Prorations. Real estate taxes assessed by the City and water and sewer use charges (if any) shall be prorated as of the Closing Date;

K. Other Documents. Nordic and the City shall execute, acknowledge and deliver such other documents and items as Nordic's or the City's attorneys may reasonably require.

4. DEFAULT. Subject to and pursuant to the Fourth Amendment of the Evaluation Agreement and Options and Purchase Agreements, in the event that either party is in default or fails to comply with any of the terms and conditions of this Agreement, the other party may terminate this Agreement and pursue all remedies available at law and equity, including, without limitation, an action for specific performance, it being agreed that no adequate remedy at law exists.

5. MISCELLANEOUS.

A. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. No party shall have the right to assign this Agreement without the prior consent of the other party.

B. Any notice relating in any way to this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier, addressed to the addresses first listed above, with copies to:

Representative of the City: William Kelly, Esq.  
Kelly & Associates, LLC  
96 High Street  
Belfast, ME 04915

Representative of Nordic: Joanna B. Tourangeau, Esq.  
Drummond Woodsum  
84 Marginal Way, Suite 600

Portland, ME 04101

and such notice shall be deemed delivered two (2) days after so posted. Either party may, by such manner of notice, substitute person or addresses for notice other than those listed above.

C. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing, signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

E. This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine. Any dispute requiring court action shall be first brought in Waldo County Superior Court.

F. Unless otherwise expressly provided, whenever a provision of this Agreement refers to a matter being satisfactory, it shall mean satisfactory in such party's sole discretion.

G. The Closing shall be held as soon as practicable, prior to the expiration of the 45 day period for delivery of the Nordic Easement free of Alleged Title Defects, as described herein.

H. This Agreement may be executed in one or more counterparts, all of which shall collectively constitute a single instrument.

I. Any dates in this Agreement may be extended, at Nordic's option, in the event of any governmental action, including, without limitation, a moratorium on development, imposed, declared or otherwise instituted by a municipality or any other similar governmental authority for a number of days equal to the days such moratorium or similar government action is pending.

Disclosure. Except as and to the extent required by law, without the prior written consent of the other party, neither the City nor Nordic shall, nor shall their respective representatives or employees, directly or indirectly, make any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding, a transaction between the parties, or any of the terms, conditions or other aspects of the transactions proposed in this Agreement except that Nordic and its representatives are hereby authorized to disclose any aspect of this transaction in connection with the conduct of its pursuit of permits and due diligence.

WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

CITY OF BELFAST

\_\_\_\_\_

By: \_\_\_\_\_  
Eric Sanders, Mayor

[INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

NORDIC AQUAFARMS, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Erik Heim  
Title: President

[INTENTIONALLY BLANK]

Exhibit A  
Deed from City to Nordic

MUNICIPAL QUITCLAIM DEED

**CITY OF BELFAST**, a municipal corporation having a mailing address of 131 Church Street, Belfast, Maine 04915, ("Grantor"), for consideration paid, Releases all of its right, title and interest to **NORDIC AQUAFARMS, INC.**, a Delaware corporation having an address of c/o Nordic Aquafarms, 511 Congress Street, Suite 500 Portland, ME 04101 ("Grantee") in and to a certain lot or parcel of land, together with the buildings and improvements thereon located on the easterly side of U.S. Route One in the City of Belfast, County of Waldo, and State of Maine, more particularly described as follows:

A certain lot or parcel of land, together with buildings thereon, situated in the City of Belfast, County of Waldo, State of Maine, more particularly bounded and described as follows:

Beginning at a 5/8" capped rebar set on the southeasterly line of Northport Ave. (U.S. Route One), in the center of a concrete culvert crossing said Northport Avenue, said rod marking the northwesterly corner of land formerly of Larry Theye and Betty Becker-Theye (reference Waldo County Registry of Deeds Book 1303, Page 184);

Thence N 31° 10' 24" E along said Northport Avenue a distance of four hundred eighty-one and three hundredths (481.03) feet to a 5/8" capped rebar set in the southwesterly corner of land now or formerly of Lyndon Morgan (for reference see deed recorded in the Waldo County Registry of Deeds in Book 1804, Page 307, parcel #1);

Thence S 39° 49' 26" E along land of said Morgan a distance of four hundred twenty-eight and ninety-seven hundredths (428.97) feet to an iron rod found;

Thence continuing S 39° 49' 26" E along land of said Morgan a distance of twenty-four (24) feet, more or less, to the high water mark of Penobscot Bay;

Thence generally southwesterly along said Bay a distance of four hundred twenty-five (425) feet, more or less, to a 5/8" capped rebar set in the end of a ditch marking land formerly of Larry Theye and Betty Becker-Theye, said rebar being located S 70° 54' 45" W a distance of three hundred twenty-two and ninety-one hundredths (322.91) feet from the last mentioned iron rod found and S 83° 52' 14" E a distance of two hundred nineteen and eighty-three (219.83) feet from the rebar at the point of beginning.

Thence northwesterly along the bottom of a ditch marking land now or formerly of Larry Theye and Betty Becker-Theye a distance of two hundred fifty (250) feet, more or less, to the point of beginning, containing 2.8 acres, more or less.

Meaning and intending to convey and hereby conveying the same premises described in a deed from William O. Poor to Phyllis J. Poor, dated July 1, 1991, recorded in the Waldo County Registry of Deeds in Book 1228, Page 346, and premises conveyed to said Phyllis and William Poor by deed from Frederick C. and Priscilla B. Kelly by deed recorded in said Registry in Book 957, Page 306. For further reference see deeds to William and Phyllis Poor from Frederick Poor

recorded in Book 691, Page 44, and from Douglas and Marion Tozier recorded in Book 724, Page 415.

The description above is based on a survey entitled "Boundary Survey of the Property of Phyllis J. Poor Estate" dated August 31, 2012, oriented to magnetic north, August, 2012, by Good Deeds, Inc.

ALSO releasing all right, title and interest to any land located between the northeasterly bound of the premises above described and land now or formerly of Lyndon Morgan as described in Waldo County Registry of Deeds Book 1804, Page 307.

Being those same premises conveyed to the within Grantors by deed of R. Kenneth Lindell and Barbara Gray, co-personal representatives of the Estate of Phyllis J. Poor, dated October 15, 2012 and recorded in the Waldo County Registry of Deeds in Book 3697, Page 5.

ALSO releasing any right, title or interest Grantors may have to enforce that use restriction set forth in a certain deed from Harriet L. Hartley to Fred R. Poor dated January 25, 1946 and recorded in the Waldo County Registry of Deeds in Book 452, Page 205.

ALSO granting and conveying all right, title and interest conveyed to Grantor under the so-called Hartley Rights deed given by Grantee to Grantor on July \_\_, 2021 and recorded at book \_\_, page \_\_ of the Waldo County Registry of Deeds.

[End of page. Execution page follows.]

IN WITNESS WHEREOF, the undersigned has set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF BELFAST

\_\_\_\_\_

By: \_\_\_\_\_  
Eric Sanders, Mayor

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_, 2021

Then personally appeared the above named Eric Sanders, in his capacity as the mayor of the City of Belfast, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

\_\_\_\_\_  
Notary Public/Maine Attorney at Law

Print name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Exhibit B  
Alleged Title Defects

1. Any right, title and interest of Jeffrey R. Mabee and Judith B Grace under a deed recorded in the Waldo County Registry of Deeds at Book 1221, Page 347 in the intertidal area more particularly described on Exhibit C (the “Eckrote Intertidal”). For an explanation of the claims of Jeffrey R. Mabee and Judith B Grace therein, further reference is made to Surveyor’s Opinion regarding Mabee-Grace Survey by Donald R. Richards, P.L.S., L.F. recorded in the Waldo County Registry of Deeds at Book 4425, Page 165.
2. Any right, title and interest of Friends of the Harriet L. Hartley Conservation Area in and to the Eckrote Intertidal Area, which interest was assigned to it by Upstream Watch by an instrument dated November 4, 2019 in which Upstream Watch assigned its rights under a Conservation Easement Deed recorded in the Waldo County Registry of Deeds at Book 4367, Page 273 granted by Jeffrey R. Mabee and Judith B. Grace. For an explanation of the claims of Jeffrey R. Mabee and Judith B Grace on which this conveyance is based further reference is made to Surveyor’s Opinion regarding Mabee-Grace Survey by Donald R. Richards, P.L.S., L.F. recorded in the Waldo County Registry of Deeds at Book 4425, Page 165.
3. Any right, title and interest of the heirs and/or assigns of Harriet L. Hartley, as a result of the following language appearing in a deed recorded at Book 452, Page 205 of the Waldo County Registry of Deeds as follows. “The lot or parcel of land herein described is conveyed to Fred R. Poor with the understanding it is to be used for residential purposes only, that no business for profit is to be conducted there unless agreed to by Harriet L. Harley, her heirs or assigns.”, including any such interest of Jeffrey R. Mabee and Judith B. Grace; Lyndon W. Morgan; Gary Roughead Revocable Living Trust; J. Thomas Kent, Jr. and Joan L. Kent; Michael H. Giles and Jayne C Giles; Peter A Rasmussen and Adrienne R. Boissy; and their heirs, successors, and/or assigns as their interests may appear. Further reference is made to Surveyor’s Opinion regarding Mabee-Grace Survey by Donald R. Richards, P.L.S., L.F. recorded in the Waldo County Registry of Deeds at Book 386, Page 453. Together with any right, title and interest of heirs of Harriet L. Hartley in the said use restriction, other than those released by the Hartley Rights. Specifically, any such interest of Richard B. Bell Jr. or his step children, Janet Cooper-Zelner and Elizabeth Cooper Rankin and Carol Bell Walton.

Any right, title and interest of heirs of Harriet L. Hartley in the Eckrote Intertidal Area, other than those released by the Hartley Rights. Further reference regarding this interest is made to Exhibit C, Note 6. Specifically, any such interest of Richard B. Bell Jr. or his step children, Janet Cooper-Zelner and Elizabeth Cooper Rankin whose interest, should it exist, would be 6% and Carol Bell Walton whose interest, should it exist, would be 1%.

Exhibit C  
ECKROTE INTERTIDAL DESCRIPTION

A certain lot or parcel of intertidal land located easterly of Route One (a.k.a. Northport Avenue) and on the westerly shore of Penobscot Bay in the City of Belfast, County of Waldo, State of Maine, shown as the 5.1 acre intertidal area on attached Exhibit 1 and being more particularly described as follows:

COMMENCING at a 5/8 inch rebar with survey cap stamped "GOOD DEEDS" found on the easterly right-of-way line of Route One at the most westerly corner of land of Lyndon G. Morgan as described in a deed recorded in Book 1804, Page 307 of the Waldo County Registry of Deeds.

THENCE S 54°53'45" E along said land of Morgan a distance of 429.01 feet to a 5/8 inch rebar found.

THENCE S 54°53'45" E along said land of Morgan a distance of 26.1 feet to the high water mark of Penobscot Bay and the **TRUE POINT OF BEGINNING**.

THENCE S 31°35'52" E along said intertidal land of Morgan a distance of 777 feet more or less to the low water mark of Penobscot Bay.

THENCE westerly, southeasterly, southwesterly, and northwesterly along said low water mark of Penobscot Bay a distance of 820 feet more or less to intertidal land of Donald K. Schweikert and Wendy W. Schweikert as described in a deed recorded in Book 4441, Page 184 of the Waldo County Registry of Deeds.

THENCE N 35°41'53" W along said intertidal land of Schweikert a distance of 834 feet more or less to the high water mark of Penobscot Bay at the mouth of a brook which is N 89°41'01" E a distance of 42.5 feet from a 5/8 inch rebar with survey cap stamped "GOOD DEEDS" found in the center of a gully which rebar is S 55°54'53" W a distance of 322.89 feet from said rebar found at said land of Morgan 26.1 feet from the high water mark of Penobscot Bay.

THENCE easterly and northeasterly along said high water mark of Penobscot Bay a distance of 440 feet more or less back to the True Point of Beginning.

MEANING and intending to describe 5.1 acres of intertidal land as shown on Exhibit C1 attached hereto.

The parcel described herein is the intertidal portion of that land conveyed from the Estate of Phyllis J. Poor to Richard Eckrote and Janet Eckrote as described in a deed recorded in Book 3697, Page 5 of the Waldo County Registry of Deeds, which intertidal land is also claimed by Jeffrey R. Mabee and Judith B. Grace in a real estate action pending before the Waldo County Superior Court entitled Jeffrey R. Mabee, et. al. v. Nordic Aquafarms, Inc, et. al., Docket Number RE-2019-18.

All directions are referenced to the Maine Coordinate System of 1983 (2011), East Zone. All distances are grid distances with a combined scale factor of 0.9999186.

Exhibit C1  
Depiction

Exhibit D  
Nordic Easement  
EASEMENT

**City of Belfast**, a municipal corporation having an address of 131 Church Street, Belfast, Maine 04915 (the “Grantor”), for consideration paid, grants unto **Nordic Aquafarms, Inc.** a Delaware corporation having an address of c/o Nordic Aquafarms, 159 High Street, Belfast, Maine 04915 (the “Grantee”), its successors and assigns forever, a permanent easement for aquaculture piping installation, operation and maintenance and a temporary easement allowing construction on the Property (defined below), which shall be recorded with the Waldo County Registry of Deeds and described as follows:

PERMANENT EASEMENT

The perpetual right to enter upon land described as: the land granted and conveyed to the Grantor by deed of Richard Eckrote and Janet Eckrote, individuals with a mailing address of 42 Grandview Avenue, Lincoln Park, New Jersey, 07035, which deed is recorded at Book \_\_, Page \_\_ of the Waldo County Registry of Deeds (the “Eckrote Deed”), the interests conveyed to the Grantor by Grantee by deed dated July \_\_, 2021 known as the Hartley Rights Deed, and such rights related to the real property described in the Eckrote Deed as may be acquired by the Grantor subsequent to the recording of the above-described Eckrote Deed and prior to the date hereof (such land and interests collectively may be referred to herein as the “Property”) for the following purposes and together with additional rights as follows:

1. the right to install, operate, maintain, replace, upgrade and remove and undertake all other activities deemed necessary and reasonable to facilitate obtaining water from and discharging effluent into the Atlantic Ocean for its facility located adjacent to the Property with all necessary fixtures and appurtenances, including subsurface (and not overhead) electric or other energized control lines as required for the operation of the said conduit and/or piping, in the location approved by the Belfast Planning Board through by permits issued in December, 2020 as such may be amended or revised; and
2. the right to make connections with the conduits or piping at the boundaries of the Property; and
3. the right to trim, cut down, and/or remove bushes, grass, crops, trees or any other vegetation, to such extent as is necessary for any of these purposes in the reasonable judgment of Grantee; and
4. the right to change the existing surface grade of the Property as is reasonably necessary for any of these purposes; and
5. the right to enter on, alter and disturb the Property at any and all times for any of these purposes, upon reasonable written notice to the City of Belfast, which shall not be less than 48 hours, except in the case of an emergency.

6. Following the construction contemplated under the Temporary Construction Rights described below pursuant to existing permits issued by the City of Belfast, and prior to the commencement of any additional construction activities referenced above, the Grantee shall meet with the appropriate officials of the City of Belfast and provide topographical and engineering plans to depict the installation, maintenance and replacement of the activities described above, and Grantee shall take into consideration and implement such reasonable requests as the City of Belfast may make to coordinate such activities with the then current and future municipal use, public use and maintenance of the Property by the City of Belfast

The Grantor reserves for itself, its successors and assigns each and every use, development, or enjoyment of the Property for any purpose that does not unreasonably interfere with the rights granted to Grantee, its successors and assigns.; and further provided that none of the following improvements may be made by the Grantor without the prior written consent of the Grantee, which shall not be unreasonably withheld:

1. Grantor shall consent to installation of a pump house should Grantee, in its sole discretion, determine one is needed to obtain necessary quality or quantity of discharge or intake; said pump house shall occupy a footprint no greater than is needed, based on industry standards..

2. No earth shall be removed, no fill may be added, and no other change shall be made to the final designed surface grade of the Property without the written permission of Grantee, to the extent that such actions may unreasonably interfere with the uses granted to Grantee herein.

3. Grantor shall not disturb the soil or install any structures or improvements, impermeable surfaces, or any facilities beyond those typical for the information, safety and convenience of passive public recreation and municipal uses on the Property.

4. Grantor shall exercise reasonable efforts to maintain the existing cottage currently on the Property for the benefit of the public.

#### TEMPORARY CONSTRUCTION RIGHTS

The right, for the period of time beginning as of the date hereof and through the construction of the project in accordance with the approvals, permits and licenses as authorized by the Code and Planning Office of the City of Belfast, State of Maine, and U.S. Army Corps of Engineers as such authorizations may be modified or amended from time to time, to enter upon the Property for the purposes of completing the construction of Grantee's land-based aquaculture facility ("Project"). All approvals shall be obtained by the Grantee and at Grantee's expense. Grantee acknowledges that this Easement Deed does not serve to provide any permit, license or permission that falls within the jurisdiction of the Code and Planning Office or Belfast Planning Board, be they present permits issued or permits which must be sought in the future.

Said right may include, but is not limited to, necessary excavating, placing of fill material, dredging, curbing, loaming, seeding, paving, installation of structures such as piping, culverts and sedimentation and erosion control structures, removal of trees, shrubs, bushes and other growth, selective cutting, trimming, and other necessary incidental work in grading and revegetating and stabilizing said adjoining land, in addition to the temporary placement of utility poles including all related fixtures, overhead wires, guys, etc. in order to allow for Project construction in accordance with all governing regulations and other requirements of law.

The rights granted with respect to the Temporary Easement Area are:

The right to enter upon the Property to install piping and perform the work as set forth herein, subject to the conditions described above; provided that condition 6, above, is hereby deemed satisfied for all existing Permits issued by the Belfast Planning Board.

Said right may include, but is not limited to, necessary excavating, placing of fill material, dredging, curbing, loaming, seeding, paving, installation of structures such as piping, culverts and sedimentation and erosion control structures, removal of trees, shrubs, bushes and other growth, selective cutting, trimming, and other necessary incidental work in grading and revegetating and stabilizing said adjoining land, in addition to the placement of temporary construction installations, in the form of utility poles including all related fixtures, overhead wires, guys, etc. in order to allow for Project construction in accordance with all governing regulations and other requirements of law, any of which temporary construction installations shall be removed in an expeditious manner after completion of the temporary construction work.

The real property benefitted by this appurtenant easement shall be the real property owned or to be acquired by the Grantee located generally west of U.S. Route 1 acquired or to be acquired by the Grantee from Belfast Water District, Samuel Cassida and Goldenrod Properties, LLC.

**IN WITNESS WHEREOF**, the said City of Belfast, has caused this instrument to be executed by Eric Sanders, its Mayor, thereunto duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF BELFAST

By: \_\_\_\_\_  
Eric Sanders, Mayor

State of Maine  
County of Waldo

Date: \_\_\_\_\_, 2021

Personally appeared the above named Eric Sanders, duly authorized, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the City of Belfast.

Before me, \_\_\_\_\_  
Attorney/Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires \_\_\_\_\_

## Exhibit B Addresses

Jeffrey R. Mabee  
Judith B. Grace  
290 Northport Avenue  
Belfast, ME 04915-1219

Friends of the Harriet L. Hartley Conservation Area  
PO Box 465  
Belfast, ME 04915

Peter A. Rasmussen  
Adrienne R. Boissy  
46001 Mather Lane  
Chagrin Falls, OH 44022

Michael H. Giles  
Jayne C. Giles  
15 Tozier Street  
Belfast, ME 04915

J. Thomas Kent, Jr.  
Joan L. Kent  
11 Tozier Street  
Belfast, ME 04915

Gary Roughead Revocable Living Trust  
u/a/d April 19, 2017  
8105 Great Run Lane  
Warrenton, VA 20186

Lyndon W. Morgan  
1 Tozier Street  
Belfast, ME 04915

Richard B. Bell, Jr.  
320 Dash Avenue  
Media, PA 19063-1308

Carol Bell Walton  
3523 Carnarvon Avenue  
Bristol, PA 19007

Janet Cooper-Zelner  
547 E. Springfield Road

Springfield, PA 19064

Elizabeth Cooper Rankin  
320 Dash Ave  
Media, PA 19063-1308

## William Kelly

---

**From:** Peter D. Klein <PKlein@dwmlaw.com>  
**Sent:** Monday, July 12, 2021 1:03 PM  
**To:** 'Bill Kelly'  
**Cc:** David M. Kallin; Kelly & Associates, LLC; Joanna B. Tourangeau  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment confidential

Bill –

Just a quick update – I have the original Eckrote deed to the city and sign off from the Eckrote's that your changes are acceptable. I also have the Nordic deed to the City of the Hartley heirs interests to be conveyed to the City. I believe the only additional recordable item we need is the deed from the City to Nordic to be held in escrow. I also have the remaining miscellaneous transfer documents like REW forms and the like. Should we take a couple minutes over the phone to discuss logistics for getting the remaining deed and recording? You can reach me most easily on my cell phone – 318-2410. Thanks,

Pete

---

**From:** Bill Kelly <bkelly11@bluestreakme.com>  
**Sent:** Wednesday, July 7, 2021 5:10 PM  
**To:** Peter D. Klein <PKlein@dwmlaw.com>  
**Cc:** David M. Kallin <DKallin@dwmlaw.com>; Kelly & Associates, LLC <kellylaw@bluestreakme.com>; Joanna B. Tourangeau <JTourangeau@dwmlaw.com>  
**Subject:** Re: Real Estate Negotiations Pursuant to 4th Amendment confidential

Pete

I think the temporary construction easement is over the whole lot, but the pipes should have a fixed location for future planning by the City. That should work for all of us.

Bill

Sent from my iPhone

On Jul 7, 2021, at 4:17 PM, Peter D. Klein <PKlein@dwmlaw.com> wrote:

Bill – adding Joanna since she pointed out that the easement should encumber the entire parcel. We can have the location of the pipes be per the permits but the easement should encumber the entire parcel since Nordic is significantly increasing the costs by buying the entire parcel.

---

**From:** Bill Kelly <bkelly11@bluestreakme.com>  
**Sent:** Wednesday, July 7, 2021 1:46 PM  
**To:** Peter D. Klein <PKlein@dwmlaw.com>

**Cc:** David M. Kallin <[DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)>; Kelly & Associates, LLC <[kellylaw@bluestreakme.com](mailto:kellylaw@bluestreakme.com)>  
**Subject:** Re: Real Estate Negotiations Pursuant to 4th Amendment confidential

Pete thanks for your email. I will email the packet to you that I sent to the council when I get to Belfast. I'm on the road right now. I did add a phrase in the easement deed in two places to make clear that the easement for Nordic is in the location approved by the planning board. I had failed to identify the location in my prior edits. Obviously the entire lot cannot be subject to the permanent easement.

Bill

Sent from my iPhone

On Jul 7, 2021, at 11:42 AM, Peter D. Klein <[PKlein@dwmlaw.com](mailto:PKlein@dwmlaw.com)> wrote:

Bill – thanks for those comments. I'll run those by Andre Duchette who is representing the Eckrotes to make sure they are in agreement. I expect no issues on that discussion.

Thanks for all your work on this – getting the deed language and easement wrapped up in the P&S should make our path to closing much smoother.

Best,

Pete

---

**From:** William Kelly <[bkelly11@bluestreakme.com](mailto:bkelly11@bluestreakme.com)>  
**Sent:** Wednesday, July 7, 2021 11:34 AM  
**To:** Peter D. Klein <[PKlein@dwmlaw.com](mailto:PKlein@dwmlaw.com)>; David M. Kallin <[DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)>  
**Cc:** 'Kelly & Associates, LLC' <[kellylaw@bluestreakme.com](mailto:kellylaw@bluestreakme.com)>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment confidential

Peter and Dave

By gory we are getting close. Thanks for the deed, I have two revisions:

1. As the P & S with Eckrote/Nordic and the City had the express language of the easement rights in the attached draft easement to be conveyed to Nordic, the language in the Subject To clause in the deed you sent is redundant, and may subject the City to a second demand from Nordic at a later date for additional rights, and we all want to be done with a final set of documents. Also, the P & S recognizes that the (2018) existing P & S with Nordic and Excrote for easement rights is not extinguished by the proposed P & S, should it not close, and thus there is protection there, as there should be.
2. "After all this gun fire I don't remember if I fired six shots or five" to paraphrase Dirty Harry. So...since the shots keep coming, could we please add "Further Releasing to the Grantee all right, title and interest in and to the intertidal area adjacent to the premises described above." I realize the call is along the Bay,

but it seems appropriate since the referenced survey cited in the deed expressly states that no intertidal area is owned by Eckrote, to my recollection.

Thanks.

Bill

---

**From:** Peter D. Klein <PKlein@dwmlaw.com>  
**Sent:** Wednesday, July 7, 2021 8:52 AM  
**To:** 'William Kelly' <bkelly11@bluestreakme.com>; David M. Kallin <DKallin@dwmlaw.com>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

Bill – we are good with your proposed revisions.

The building restriction was intended only to cover permanent structures and not signage or other temporary items.

I've attached the form of deed we collected from the Eckrotes, I expect the original will be delivered today.

Let me know if you have any questions or want to discuss. I have a 9AM call and am otherwise generally available today. Best,

Pete

---

**From:** William Kelly <bkelly11@bluestreakme.com>  
**Sent:** Tuesday, July 6, 2021 3:08 PM  
**To:** Peter D. Klein <PKlein@dwmlaw.com>; David M. Kallin <DKallin@dwmlaw.com>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

Pete and Dave

Thanks for the turn around. Take a look at the attached.

1. I just realized I did not really mean "whichever is sooner" in the P & S, which would have obviated the 45 day period.
2. I am not sure about the restrictions to allow no buildings or improvements by the "Grantor" in the easement deed. The City may wish to put some kind of access/parking point for safety to get off of Rt. 1, or a composting toilet, benches for lunch, etc. We have not discussed this being "forever wild", so this is why I keep removing that language. When this proposal was discussed, Nordic offered to use it equipment for improvements to the property while it was mobilized for the pipe work. The City is not presently planning to anything in particular at the moment, but looking 100 years into the future, as long as the pipes are left undisturbed, I don't understand why no buildings or improvements are appropriate as a permanent restriction.
3. I understand the deed you attach from the City is in the same form as the Deed the City would obtain from Eckrote, otherwise, please send the draft proposed deed from Eckrote to the City.
4. There are a few other minor changes that I have added.

Thanks. Again, all subject to Council review, edits and approval. I am trying to avoid language which I think is likely to require an additional Council meeting after proposed edits from the Council, as that will delay the process.

Bill

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**From:** Peter D. Klein <PKlein@dwmlaw.com>  
**Sent:** Tuesday, July 6, 2021 12:34 PM  
**To:** 'William Kelly' <bkelly11@bluestreakme.com>; David M. Kallin <DKallin@dwmlaw.com>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

Bill – thanks for the update. We definitely understand the need to get this document in final and circulated as soon as possible so the City Council can consider it on Thursday.

We have just a few additional edits, after accepting your proposed edits. They show in redline in the attached. We also have included comments where appropriate to try and explain our thinking on the proposed additional edits. If easier to discuss over the phone I can be available all afternoon. The easiest way to reach me is my cell phone – 318-2410.

Thanks,

Pete

---

**From:** William Kelly <bkelly11@bluestreakme.com>  
**Sent:** Tuesday, July 6, 2021 12:09 PM  
**To:** David M. Kallin <DKallin@dwmlaw.com>; Peter D. Klein <PKlein@dwmlaw.com>  
**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

Dave and Peter

Just want to let you know that if the City Council is going to meet to review the P & S this week, it is only Thursday evening that is possible at this point, and I need to give them the P & S today, if possible, so they may review it and the appraisal to review before Thursday. These folks have jobs during the day, and its about 150 pages combined to get through.

So, not to rush you, but that is what is happening on this end.

Thanks.

Bill

---

**From:** William Kelly <bkelly11@bluestreakme.com>  
**Sent:** Monday, July 5, 2021 12:14 PM  
**To:** 'David M. Kallin' <DKallin@dwmlaw.com>

**Cc:** 'Peter D. Klein' <PKlein@dwmlaw.com>

**Subject:** RE: Real Estate Negotiations Pursuant to 4th Amendment

David and Peter

Here are my proposed edits. The substantive changes are really to the Easement Deed. Please send me the proposed deed from Eckrote to the City. It seems that should be an exhibit as well. The deed into the City and the deed out of the City should mirror each other.

I have left in the date of July 30, subject to the right of the City to close within 45 days of the date the City executes the Purchase and Sale Agreement. As we know, the July 30 is not a likely date as I do not yet have a final form Appraisal, but I have modified paragraph 5(G) with some as soon as practicable language, and therefore we can view July 30 as a reference to the "as soon as practicable" date of closing.

The DRAFT attached is subject to further review, edit and approval by the City Council of the City of Belfast.

Thank you.

Bill

---

**From:** David M. Kallin <DKallin@dwmlaw.com>

**Sent:** Friday, July 2, 2021 9:54 AM

**To:** 'William Kelly' <bkelly11@bluestreakme.com>

**Cc:** Peter D. Klein <PKlein@dwmlaw.com>

**Subject:** Real Estate Negotiations Pursuant to 4th Amendment

Bill,

See attached for an updated P&S regarding the new waterfront parcel and necessary project rights contemplated in the 4<sup>th</sup> Amendment to the project agreements. This is an update to the previously circulated draft that (1) updates to reflect the current status of Nordic's work to deliver to the City the Eckrote rights in the new waterfront parcel, (2) cleans up the typos you flagged previously regarding the book and page citations in the Alleged Title Defects, and (3) includes the current state of the drafts of property descriptions and of the scope of the proposed easement regarding the Necessary Project Rights (which may get further refined as we approach the closings contemplated in the P&S). We're sending this reserving our client's right to review and offer edits, but wanted to get something for you to look at.

I've copied Pete Klein who will be handling most of the transaction documents for the various closings between Nordic, the City, and the Water District.

Let me know if you have thoughts or questions,  
Dave

David M. Kallin  
Attorney  
Drummond Woodsum  
207.253.0572 Direct | [DKallin@dwmlaw.com](mailto:DKallin@dwmlaw.com)

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