



STATE OF MAINE  
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY  
BUREAU OF PARKS & LANDS  
22 STATE HOUSE STATION  
AUGUSTA, MAINE 04333

PAUL R. LEPAGE  
GOVERNOR

WALTER E. WHITCOMB  
COMMISSIONER

October 10, 2018

Joanna Tourangeau, Esq.  
Drummond Woodsum  
84 Marginal Way, Suite 600  
Portland ME 04101

RE: Submerged Lands Application - Nordic Aquafarms, Inc.

Dear Ms. Tourangeau:

The Bureau of Parks and Lands (Bureau), within the Maine Department of Agriculture, Conservation and Forestry, has received your client's Submerged Lands Application to install pipes at its property in Belfast. Pursuant to Title 12 M.R.S.A., Section 1801 & 1862, the Bureau of Parks and Lands serves as trustee of submerged lands for the State of Maine. Submerged lands include all land below the mean low-water mark seaward to the 3-mile territorial state boundary, including all land below the mean low-water mark of tidal rivers upstream to the farthest natural reaches of the tides.

Because the proposal will involve new structures over 500 square feet in size on submerged lands, a lease from the Bureau is required. The lease gives your client the right to use submerged lands as proposed in the application for a term not exceeding 30 years. There is a 30-day review and public comment period to determine if the proposed use will not:

- unreasonably interfere with customary or traditional public access ways to, or public trust rights (fishing, fowling, recreation, and navigation) in, on or over the submerged lands;
- unreasonably interfere with fishing or other existing marine uses of the area;
- unreasonably diminish the availability of services and facilities necessary for commercial marine activities; and
- unreasonably interfere with ingress and egress of riparian owners

The public comment period ends on **November 9, 2018**. The request for a lease may be granted, granted with conditions, or denied. If the application is approved, a lease will be sent to your client for signature and payment. If we receive comments in opposition or the application is denied, we will issue our preliminary decision and there will be a 30-day reconsideration period.

THOMAS A. DESJARDIN, DIRECTOR  
BUREAU OF PARKS & LANDS  
18 ELKINS LANE, HARLOW BUILDING



PHONE: (207) 287-3821  
FAX: (207) 287-6170  
WWW.MAINE.GOV/DACF/

Annual rent is charged for a lease and the minimum amount is \$150.00 per year. The submerged lands lease year runs from January 1st to December 31st with payment due February 1st of each year. Pro-rated rent for the current year is due and payable upon execution of the lease. Please note that any approval will be conditional upon the Bureau receiving proof of title, right or interest in the upland property. The Purchase and Sale agreement is adequate for processing of the application.

The lease fee for the proposed 15-foot-wide pipe corridor is calculated at a base rate of \$0.05/square foot (sf) of leased area plus an adjustment factor derived from the municipally assessed value of the adjacent upland lot. Based on this information, the estimated annual lease fee would be \$4,517.69 for 83,550 square feet of submerged lands. The lease fee may be adjusted once in every five-year period if the upland is reassessed by the municipality or to conform to applicable regulations and laws.

Additional information about the Submerged Lands Program is available on our website at [www.maine.gov/dacf/publiclands](http://www.maine.gov/dacf/publiclands). If you have any questions, please feel free to contact me at (207) 287-4922 or by email to [carol.dibello@maine.gov](mailto:carol.dibello@maine.gov). Thank you.

Sincerely,



Carol DiBello  
Submerged Lands Coordinator

cc: Erik Heim (via email)



**Department of Agriculture, Conservation & Forestry  
Bureau of Parks and Lands  
22 State House Station  
Augusta, Maine 04333  
(207) 287-3821**

**APPLICATION FOR SUBMERGED LANDS LEASE OR EASEMENT  
PURSUANT TO TITLE 12 M.R.S.A. SECTION 1801 & 1862  
NEW PIPE**

PLEASE TYPE OR PRINT:

**1) Applicant Information:**

A. Name of Applicant: Nordic Aquafarms, Inc.

B. Mailing Address: c/o Nordic Aquafarms AS Tel. No.: + 47 900 74 907

C. City: Fredrikstad State: Country: Norway Zip: Oraveien 2, 1630 Gml

D. Email Address: erik.heim@nordicaquafarms.com

Please check if you wish to receive correspondence via email.

E. Local Contact or Agent (Name, Address, Tel. No.): Joanna Tourangeau, Esq.,

Drummond Woodsum, 84 Marginal Way, Ste. 600 Portland, ME 04101, 207-772-1941.

**2) General Information:**

A. Structure Type: 3 continuous vulcanized HDPE pipes

B. Name of Coastal Wetland, Pond, Lake, River: Belfast Bay (within Penobscot Bay)

C. Physical Address or Nearest Road, Street, or Route No.: 282 Northport Avenue

D. City/Town: Belfast County: Waldo

E. Directions To The Site: From Belfast, take Route 1 southbound. # 282 is on the left.

### 3) Attachments:

- ✓ A. Attach as Exhibit #1, a map with the site location clearly marked. Acceptable maps are USGS topographic maps, or other maps of similar detail, such as the Maine Gazetteer Atlas Map (clear photocopies are acceptable provided they are labeled with the map name or map number).
- ✓ B. Attach as Exhibit #2, scale drawings of the site that show the proposed pipe location in detail. Include the following information:
- 1) Length and proposed location of pipe and other existing structure or structures.
  - 2) Show distances from property sidelines;
  - 3) Distances to structures on abutting properties that extend into the water;
  - 4) Location of property lines and names of shorefront abutters (both ends of pipe);
  - 5) Municipal map and lot number of properties for both ends of pipe;
  - 6) Location of high and low water lines;
  - 7) Scale of drawings.
- ✓ C. Attach as Exhibit #3, a copy of recorded deed, lease, easement, purchase agreement or other legal document establishing title, right or interest in the shorefront property. Please include documents showing title, right or interest for both terminal ends.
- ✓ D. Municipal tax map showing the properties at both ends of pipe and abutters shorefront properties. Draw the approximate location of the pipe on the tax map. **[Attached as Ex. 4]**
- ✓ E. Provide photographs of the site and adjacent waterfront (both sides) showing existing structures on adjacent properties such as piers, floats, or other uses of the water, such as buoys, channel markers, etc. **[Three photographs attached as Exs. 5A, 5B, 5C.]**
- ✓ F. Enclose the \$100 application fee that is required to process this application, made payable to: Treasurer, State of Maine. **[Check is enclosed.]**

4) Structure Information:

- A. Describe the proposed use of the pipe (for example: residential, commercial, public, etc.): Water supply and discharge to commercial aquaculture facility.
- B. What will the length of the pipe be that is below mean low water? 6,217 feet
- C. What will be the approximate diameter of the pipe? 2 pipes of 2 FT diameter; 1 pipe of 3 FT diameter; 15 FT width needed for the submerged land lease to situate pipes with space between them.
- D. What will be the estimated distance between your pipe and the next nearest structure that extends into the water? There are no structures nearby within a reasonable measuring distance; see attached email from Red Webster of Cianbro, dated Sept. 18, 2018 [Exhibit 6.]
- E. Will the pipe provide service to other residences properties besides yours? No.

5) Lot Information:

- A. Do you: own \_\_\_\_\_ lease \_\_\_\_\_ have an easement  or option \_\_\_\_\_ on the shorefront properties?  
Other (please describe) \_\_\_\_\_  
List the municipal tax map numbers: End 1: Map # 29 Lot # 36.  
End 2: Map # N/A Lot # N/A (terminates in water)
- B. Is there a customary or traditional public access way located on the property or in the project vicinity? If so, describe:  
To the best of Applicant's knowledge, there is no public shore access on the property or in the vicinity.
- C. Describe the use of abutting properties (residential, commercial fishing, boatyard, etc.).  
To the north and south, residences. To the west, a reservoir surrounded by walking trails and woods, which are being retained by the City for public use.

D. Describe the present use of the submerged lands and waters in the project vicinity.  
Address the following uses: commercial fishing, aquaculture, seasonal boating, general navigation, navigation channels, recreation, other uses.  
Seasonal boating. To the best of Applicant's knowledge, no significant use by commercial fisherman or any other commercial endeavors.

List below the names and mailing addresses of the owners of abutting shorefront property.

NAME	MAILING ADDRESS
<u>Lyndon W. Morgan</u>	<u>1 Tozier Street Belfast, Maine 04915</u>
<u>Larry D. Theye</u>	<u>286 Northport Avenue Belfast, Maine 04915</u>

I authorize staff from the Departments of Agriculture, Conservation and Forestry, Marine Resources and Inland Fisheries and Wildlife to access the site in conjunction with this application and for the purpose of determining compliance with the Submerged Lands Rules.

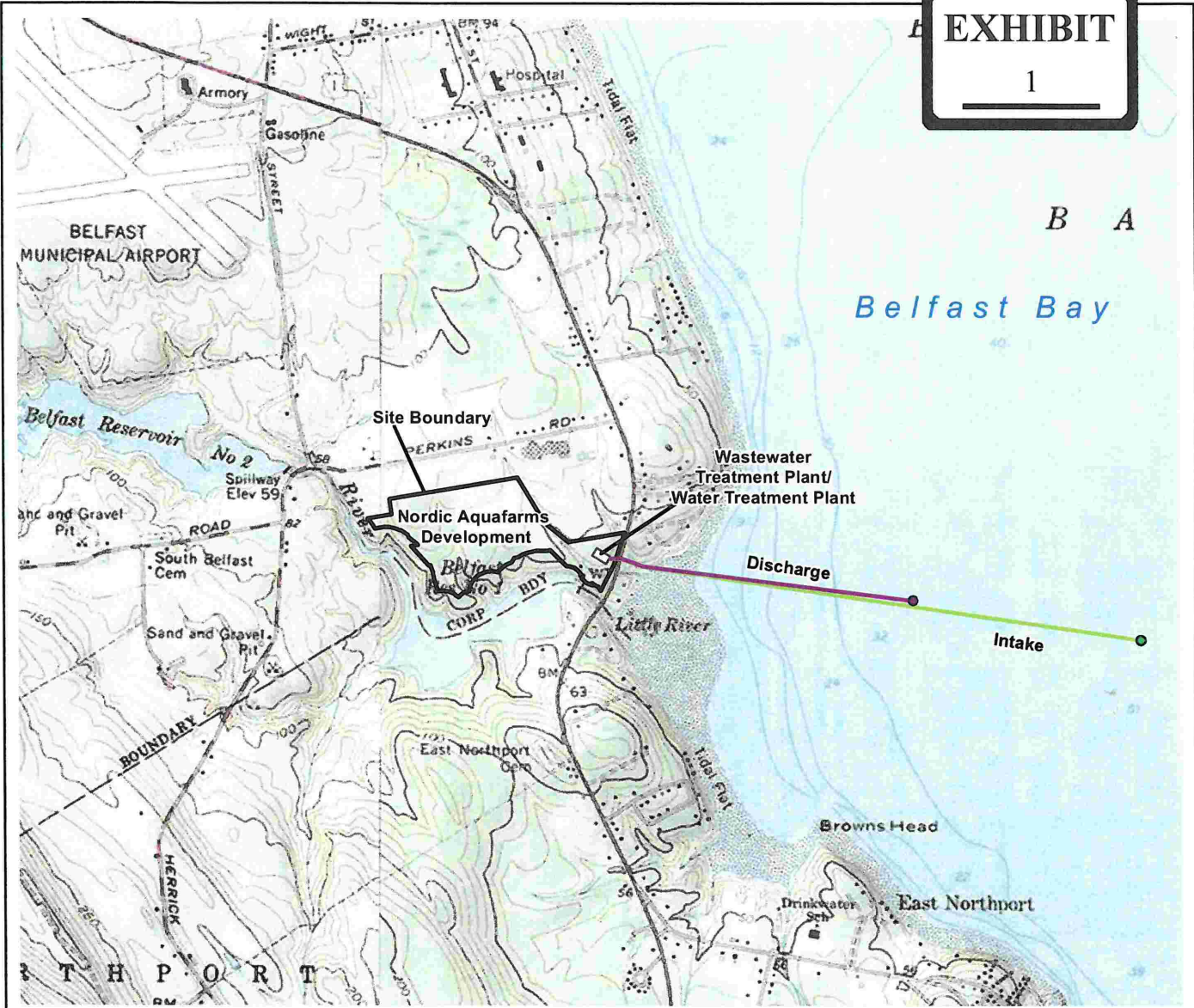
By signing below, as the applicant (or authorized agent), you certify that the information contained in this application and attached drawings is complete and accurate to the best of your knowledge.

DATE: 9/25/18 \_\_\_\_\_  
 \_\_\_\_\_  
 SIGNATURE OF APPLICANT

If signature is other than applicant, attach letter of agent authorization signed by applicant. [Exhibit 7.]

Joanna B. Tourangeau, Attorney for Applicant  
 PRINT NAME AND TITLE

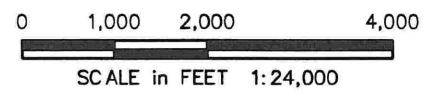
**EXHIBIT**  
**1**



TAKEN FROM U.S.G.S. 7.5 MINUTE BELFAST AND SEASPORT, MAINE-1976 (REVISED 1979).

CONTOUR INTERVAL IS 20 FEET

SITE COORDINATES: LATITUDE 44° 23'43.8"N  
LONGITUDE 68° 59'17.0"W



**RANSOM** Consulting Engineers and Scientists

*SITE LOCATION MAP*

PREPARED FOR:  
  
NORDIC AQUAFARMS, INC.  
159 HIGH STREET  
PO BOX 283  
BELFAST, MAINE

SITE:  
  
PROPOSED COMMERCIAL LAND-BASED  
AQUACULTURE FACILITY  
285 NORTHPORT AVENUE  
BELFAST, MAINE

PROJECT: 171.05027.008  
FIGURE: 1

PM File: NAF-F1\_SLM.mxd



EXHIBIT  
2

29 / 40  
Cassida

29 / 32  
Giles

29 / 33  
Kent

29 / 34  
Helmers

29 / 35  
Morgan

S 39d-49'-26"E 452.97'

29 / 36  
Eckrote

N 31d-10'-24"E 481.03'

Wastewater  
Treatment Plant /  
Water Treatment Plant

40' wide temporary  
construction easement  
(Typ.)

Approx. High Water

Approx. MLLW

29 / 39  
Belfast Water District

25' wide permanent  
seawater piping easement  
(Typ.)

3,912ft Discharge Outfall to  
68°58'25.45"W  
44°23'39.81"N

**Nordic  
Aquafarms  
Site Development**

Route One

S 70d-54'-45"E 322.91'

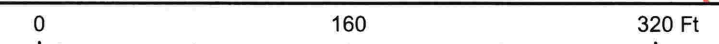
Property line  
(Typ.)

29 / 37  
Theye

6,818 ft Intake to  
68° 57' 46" W  
44° 23' 35" N

Penobscot  
Bay

29 / 38  
Mabee



JOB NUMBER:	<b>Nordic Aquafarms Submerged Land Lease Application Site Map</b>	DATE:
FILENAME: <small>NAF AR3B E2b</small>		9/20/2018
DRAWN BY: Cory Verrill		Exhibit
PROJECTION: NAD83 UTM19N		2b
SCALE: 1 in = 100 feet	 101 Cianbro Square, PO Box 1000 Pittsfield, ME 04967 www.cianbro.com	

## EASEMENT PURCHASE AND SALE AGREEMENT

This Easement Purchase and Sale Agreement (this "Agreement"), dated as of this 6<sup>th</sup> day of August, 2018, is by and between **RICHARD AND JANET ECKROTE**, 42 Grandview Avenue, Lincoln Park, New Jersey 07035 (the "Seller"), and **NORDIC AQUAFARMS, INC.**, a Delaware corporation having an address of c/o Nordic Aquafarms AS, Oraveien 2, 1630 Gml Fredrikstad, Norway (the "Buyer").

## RECITALS

A. 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 the building and improvements thereon, and all rights and interests appurtenant thereto (the "Premises").

B. Seller desires to sell and Buyer desires to purchase a perpetual, subsurface easement (the "Easement") under a portion of the Premises for the purpose of constructing, maintaining, owning and operating water pipes and related equipment (the "Utilities") on the terms and subject to the conditions set forth herein. The portion of the Premises that will be burdened by the Easement is referred to herein as the "Easement Area."

C. Accordingly, for the consideration hereinafter named, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

## AGREEMENT

1. Purchase Price. Buyer shall pay to Seller the sum of [REDACTED], as follows:

a. \$ [REDACTED] as security for Buyer's performance hereunder (together with all interest earned thereon, the "**Deposit**") within three (3) business days after the full execution of this Agreement to Seller's counsel, Lee Woodward, Jr. ("**Escrow Agent**"), who shall deposit it in a federally insured interest-bearing money market account and disburse it according to the terms of this Agreement. The Deposit shall be non-refundable to Buyer, except in the event of Seller's default hereunder, and shall be applied in reduction of the Purchase Price payable at the Closing or as otherwise provided under this Agreement.

b. \$ [REDACTED] cash proceeds on the Closing Date, in lawful currency of the United States of America in immediately available funds by certified funds or by wire transfer to an account or accounts designated by Seller.

c. In addition to the foregoing cash consideration, Buyer shall, at Buyer's expense, perform the various improvements listed in Section 3(b) below.



In addition to the Deposit, within three (3) business days after the full execution of this Agreement, Buyer shall also pay to Seller (or directly to Lee Woodward, Jr., for Seller's benefit), the sum of [REDACTED] as reimbursement for legal fees incurred by Seller in connection with the transaction memorialized by this Agreement.

2. Closing. The Closing shall occur on August 16, 2019 or such earlier date as shall be mutually agreed by the parties hereto (the "Closing Date"), at Law Offices of Lee Woodward Jr., 56 Main Street, Belfast, Maine 04915, or such other location as mutually agreed by the parties. Buyer shall have the right to accelerate the Closing to an earlier date upon not less than ten (10) business days prior written notice to Seller.

3. Grant of Easement. (a) Easement Agreement. Seller shall convey the Easement to Buyer or its nominee or designee pursuant to mutually acceptable, commercially reasonable easement agreement (the "Easement Agreement") containing usual and customary terms for perpetual, subsurface utility easements, which shall include, without limitation, the right of Buyer and its contractors and agents to access the Premises with men, equipment and machinery, as reasonably necessary for the initial installation of the Utilities and related construction activities, (x) provided Buyer shall communicate with Seller and coordinate Buyer's activities so as to avoid unreasonable interference with Seller's use of the Premises (particularly to the extent any activities are undertaken during summer months when Seller and its guests or invitees are using the Premises); and (y) subject to Buyer's obligation to restore any portions of the Premises disturbed by such construction and to perform the improvements set forth in Section 3(b) below. The Easement Agreement shall convey a good and clear record and marketable title to the Easement, insurable on the current ALTA Standard Owners Form at standard rates, with standard printed exceptions for parties in possession and mechanics' liens deleted, free from all mortgages and monetary liens and all other encumbrances prohibiting or making unfeasible Buyer's use of the Easement for its intended purposes, and shall be in proper form for recording and shall be duly executed, acknowledged and delivered by Seller at the Closing. Seller shall obtain any third party consents that may be required to grant the Easement to Buyer, such as the consent of any mortgage lender. Buyer's counsel shall prepare the Easement Agreement for review and comment by Seller and Seller's counsel.

(b) Improvements to Seller's Premises. Buyer covenants to perform the following improvements to the Premises, at Buyer's cost and expense, either after the Closing and contemporaneously with Buyer's construction activities or during Buyer's diligence activities as Buyer deems expedient:

a. Install a new underground water pipe running from Route 1 along the Premises' existing drive way to the existing camp building on the Premises.

b. Install a new underground electrical conduit running from Route 1 along the Premises' existing drive way to the existing camp building on the Premises.

- c. Unearth and “reset” the two (2) existing drainage pipes under the existing driveway on the Premises.
- d. Remove the large oak tree overhanging the camp and thin out dead trees in the pine grove in the northwest part of the Premises.
- e. Place large, excavated stones to strengthen existing retaining walls, to the extent feasible and practicable.
- f. Dismantle the boathouse on the Premises and, upon Seller’s request, and to the extent feasible and practicable, salvage old barn boards from the boathouse. In the event Seller elects to retain any salvaged barn boards, Seller shall be responsible to removing such boards from the Premises, and/or storing and securing such boards on Premises ty from Buyer, and acceptance of such boards by Seller shall be deemed a waiver of any claims against Buyer related thereto.
- g. Perform test bores in front of the garage on the Premises to determine the feasibility of installing a basement or septic system is feasible. Any reports produced in connection therewith shall be promptly delivered to Seller.
- h. Plant a reasonable amount of shrubbery on the new easement area after the installation and related work is complete.
- i. Add fresh gravel at the driveway entrance when the Buyer’s construction is complete.

Notwithstanding anything to the contrary, if any of the foregoing improvements to be performed by Buyer for the benefit of Seller requires any governmental or regulatory approvals (including, without limitation, those related to work upon or impacting any wetlands), Seller shall be responsible for obtaining any such approval, at Seller’s cost and expense. Seller and Buyer shall communicate, cooperate and coordinate so as to cause such work to be performed expeditiously and efficiently without interfering with Seller’s use of the Premises or the pursuit of Buyer’s installation of the Utilities in the Easement Area to facilitate Buyer’s Project and/or Buyer’s Project more generally.

4. Location of Easement Area. A drawing of the proposed location of the permanent Easement Area and a temporary construction easement area is attached hereto as Exhibit A. Seller and Buyer acknowledge and agree that the final location of the Easement Area (and corresponding temporary construction easement area) may be subject to adjustment based on the result of Buyer’s inspections and to Buyer’s receipt of all applicable governmental and regulatory approvals necessary for Buyer’s use of the Easement for its intended purposes, provided Buyer agrees that the Easement Area shall be located to the south of the old barn and existing driveway entrance. If Buyer determines that it is impractical or not feasible to locate the Easement south of the old barn and existing driveway entrance, and the parties are unable to agree on another, mutually acceptable location, this Agreement shall terminate and the Deposit shall be retained by Seller.

5. Buyer's Inspections.

a. Seller acknowledges the Buyer intends to conduct certain investigations of the Premises to determine the suitability for Buyer's purposes, including title searches; obtaining a survey; geotechnical, environmental and hydrogeological tests (including geotechnical borings, sampling, and drilling); and determining the compliance of the Easement Area with all applicable laws, rules, codes and regulations. Buyer and Buyer's agents and contractors shall have the rights to enter onto the Premises with vehicles, equipment and machinery to conduct such inspections as Buyer deems appropriate, including for Buyer's engineering inspection(s), site evaluations, and such other inspections and investigations as Buyer deems appropriate.

b. Buyer shall provide reasonable notice of any such entry and coordinate the same with Seller so as to schedule its testing activities to the extent practical and feasible for times Seller and its invitees or guests are not using the Premises, and in all cases to avoid unreasonable interference with the use of the Premises by Seller, and its invitees or guests.

c. In conducting any inspections, Buyer and its agents and representatives: (i) (together with the equipment or machinery of any such party) shall have a license to access the Premises at all reasonable times for the purpose of conducting such inspections; (ii) not unreasonably interfere with Seller's use of the Premises and endeavor to schedule its testing activities for times Seller and its invites and guest are not using the Premises; (iii) comply with all applicable laws; (iv) promptly pay when due the costs of all inspections and tests, (v) not permit any liens to attach to the Premises by reason of the exercise of its rights hereunder; and (vi) promptly repair any damage to the Premises not resulting from the actions of Seller or its invitees or guests, and restore any areas disturbed resulting directly from any such inspections, investigations or tests substantially to their condition prior to the performance of such due diligence.

d. In order to facilitate Buyer's due diligence, Seller will promptly upon Buyer's request therefor, supply Buyer with any and all information relating to the Premises (including, without limitation, title information, surveys, environmental reports, engineering studies, tax bills, legal notices, permits, approvals and such other information as Buyer may reasonably request) in Seller's possession or under Seller's control.

e. Except as arising from Seller's negligence, gross negligence, or willful misconduct or any matter arising from the mere discovery of a pre-existing condition at the Premises, Buyer hereby agrees to indemnify and hold Seller harmless from, all third-party claims, liabilities, damages, losses, costs, expenses (including, without limitation, reasonable attorneys' fees), actions, and causes of action arising out of personal injury and/or property damage directly caused by any entry onto the Premises by, or any inspections or tests performed by Buyer, its agents, independent contractors, servants and/or employees.

f. Buyer shall obtain and maintain, at its expense: (i) statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than \$1,000,000.00, which insurance must contain a waiver of subrogation; (ii) Commercial General Liability coverage with available limits of not less than \$2,000,000.00 in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement; (iii) business automobile liability insurance with available limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence; and (iv) such other insurance as Seller may reasonably require. Such policy(s) shall provide primary (and not merely contributory coverage) to Seller. Buyer shall provide Seller with evidence of such insurance policies upon the request of Seller.

## 6. Conditions to Closing

a. Buyer's Conditions to Closing. Without limiting any other conditions to Buyer's obligations to close set forth in this Agreement, the obligations of Buyer under this Agreement are subject to the satisfaction at or before the time of Closing of each of the following conditions (any of which may be waived in whole or in part by Buyer, in writing, at or prior to Closing):

i. There shall be no final judgment materially affecting the ability of Seller to perform its obligations rendered against Seller, or if, within thirty (30) days after entry thereof, such judgment shall have been discharged or execution thereof stayed, or if, within thirty (30) days after the expiration of any such stay, such judgment shall have been discharged.

ii. Seller shall have performed, observed and complied with all material covenants and agreements required by this Agreement to be performed by Seller at or prior to Closing.

iii. Buyer shall have obtained all permits necessary or desirable for the development and operation of the land-based aquaculture facility that Buyer intends to construct across the public right-of-way from the Premises (the "Project"), and Buyer shall have determined, in its sole discretion, that the Easement Area is suitable for use in connection with the Project.

If any of Buyer's foregoing conditions is not fully satisfied on or before the Closing Date, Buyer shall have the option to either (x) terminate this Agreement by notice to Seller, in which event this Agreement shall terminate and all obligations of the parties hereto shall cease without further recourse or remedy of the parties hereunder, and the Deposit shall be retained by Seller, or (y) waive such condition and proceed to consummate the transaction contemplated hereby in accordance with the provisions of this Agreement. Notwithstanding the foregoing, in the event that the failure to satisfy any condition precedent to Closing is caused by a breach by Seller of its obligations set forth in this

Agreement, Seller shall be deemed to be in default hereunder, in which event the provisions of Section 9 below shall apply.

b. Seller's Conditions to Closing. Without limiting any other conditions to Seller's obligations to close set forth in this Agreement, the obligations of Seller under this Agreement are subject to the satisfaction at the time of the Closing of each of the following conditions (any of which may be waived in whole or in part by Seller at or prior to Closing):

i. There shall be no final judgment materially affecting the ability of Buyer to perform its obligations rendered against Buyer, or if, within thirty (30) days after entry thereof, such judgment shall have been discharged or execution thereof stayed, or if, within thirty (30) days after the expiration of any such stay, such judgment shall have been discharged.

ii. Buyer shall have performed, observed and complied with all material covenants and agreements required by this Agreement to be performed by Buyer at or prior to Closing.

If any of Seller's foregoing conditions is not fully satisfied on or before the Closing Date, Seller shall have the option to either (x) terminate this Agreement by notice to Buyer, in which event the Deposit shall be retained by Seller, and this Agreement shall terminate and all obligations of the parties hereto shall cease without further recourse or remedy of the parties hereunder, or (y) waive such condition and proceed to consummate the transaction contemplated hereby in accordance with the provisions of this Agreement. Notwithstanding the foregoing, in the event that the failure to satisfy any condition precedent to Closing is caused by a breach by Buyer of its obligations set forth in this Agreement, Buyer shall be deemed to be in default hereunder, in which event the provisions of Section 10 below shall apply.

c. Closing Costs. Each of Seller and Buyer shall be responsible for their own legal expenses incurred in connection with this Agreement. Seller and Buyer agree to allocate closing costs as follows:

i. Transfer/conveyance taxes (if applicable) shall be divided evenly between Seller and Buyer.

ii. Buyer's title insurance expenses and premiums shall be paid by Buyer.

iii. If applicable, the cost of an update to the most recent survey of the Easement Area or of a new survey and any related surveyor's certificate shall be paid by Buyer.

iv. The cost of preparation and recordation of any releases and termination statements as may be required in connection with the title policy described in Section 3 hereof shall be paid by Seller.

v. The cost of preparation of the Easement Agreement shall be paid by Buyer.

vi. The costs of performing Closing and of any escrow charges shall be paid by Buyer.

d. Condition of Premises at Closing and Closing Inspection. At Closing, but without limiting any of the other conditions to Closing hereunder, full possession of the Easement Area, free of all tenants and occupants and of all personal property located on Easement Area and owned by Seller is to be delivered to Buyer at the Closing, the Premises to be then in the same condition as on the date hereof, reasonable use and wear excepted. Buyer and its agents, employees, representatives or independent contractors shall be entitled to an inspection of the Easement Area prior to the Closing in order to determine whether the condition thereof complies with the terms of this Section.

7. Entire Agreement Herein. The parties understand and agree that their entire agreement is contained herein, and that no warranties, guarantees, statements, or representations shall be valid or binding on either party unless set forth in this Agreement. It is further understood and agreed that all prior understandings and agreements heretofore had between the parties are merged in this Agreement which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither party relying on any statement or representation not embodied in this Agreement. This Agreement may be changed, modified, altered or terminated only by a written agreement signed by the parties hereto.

8. Condemnation. If all or a material part of the Easement Area is taken by condemnation, eminent domain or by agreement in lieu thereof, or any proceeding to acquire, take or condemn all or part of the Premises is threatened or commenced, Buyer may either terminate this Agreement (in which event Buyer shall be entitled to a return of the Deposit), or purchase the Easement Area (as may be relocated or adjusted pursuant the mutual agreement of Buyer and Seller) in accordance with the terms hereof, without reduction in the Purchase Price, together with an assignment of Seller's rights to any award paid or payable by or on behalf of the condemning authority. Otherwise Buyer shall complete the transaction and shall receive an assignment of Seller's rights to the award therefor at Closing. If Seller has received payments from the condemning authority and if Buyer elects to purchase the Easement Area, Seller shall credit the amount of said payments against the Purchase Price at the Closing. For the purposes hereof, a part of the Premises shall be deemed "material" if in Buyer's judgment the taking thereof would adversely affect the Easement Area's usefulness with respect to the Project and/or the Buyer's ability to pursue the Project.

9. Maintenance; New Leases or Agreements, Etc. Between the date hereof and the Closing:

a. Seller shall maintain the Easement Area in at least the same condition as the same is in at the date hereof, reasonable wear and tear and the consequences of any taking by eminent domain excepted. Seller shall maintain insurance on the Premises as currently insured.

b. Seller shall not enter into any lease, license or other occupancy agreement of all or any part of the Easement Area or any other agreement affecting the Easement Area, without Buyer's prior written consent (which Buyer may withhold in its sole and absolute discretion).

c. Seller shall not make any commitments or representations to any governmental authorities, any adjoining property owners, and civic association or interest groups concerning the Easement Area to this Agreement that would be binding upon Buyer in any manner.

d. Seller shall promptly deliver to Buyer copies of any notices or other correspondence it receives from any governmental authorities regarding the Premises.

10. Default; Remedies. Either party shall be in default hereunder if they fail to fulfill their obligations as set forth in this Agreement.

a. In the event of a material default by Seller hereunder, Buyer shall have the right to exercise any one of the following as its sole and exclusive remedies:

i. terminate this Agreement by written notice to Seller, in which event the Deposit shall be returned to Buyer, and all obligations of the parties under this Agreement shall terminate;

ii. seek specific performance of this Agreement; or

iii. waive the default and proceed to consummate the transaction contemplated hereby in accordance with the provisions of this Agreement.

b. In the event of a material default by Buyer hereunder, Seller shall have the right to terminate this Agreement by written notice to Buyer, in which event the Deposit shall be paid to Seller as its sole remedy, at law or in equity, and all obligations of the parties under this Agreement shall terminate.

11. Continuation of Representations, Indemnifications and Covenants. All provisions, covenants, representations, warranties, indemnifications and covenants of the parties contained herein are intended to be and shall remain true and correct as of the time of Closing.

12. Recording. It is agreed hereby that this Agreement shall not be filed for recording with the Register of Deeds for the County of Waldo or with any other governmental body but that a memorandum of this Agreement may be recorded at any party's request.

13. Notices. Any notice or communication which may be or is required to be given pursuant to the terms of this Agreement shall be in writing (from either a party hereto or its counsel) and shall be sent to the respective party at the address set forth in the first paragraph of this Agreement, by hand delivery, by postage prepaid certified mail, return receipt requested, by a nationally recognized overnight courier service that provides tracing and proof of receipt of items mailed, or to such other address as either party may designate by notice similarly sent. Notices shall be effective upon receipt or attempted delivery if delivery is refused or the party no longer receives deliveries at said address and no new address has been given to the other party pursuant to this paragraph. A copy of any notice to Buyer shall also be simultaneously sent to Mintz, Levin, Cohn, Ferris, Glovsky & Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attention: Daniel O. Gaquin, Esq. A copy of any notice to Seller shall also be simultaneously sent to Lee Woodward, Jr., Esquire, 56 Main Street, Belfast, ME 04915. Notices by any party may be sent by such party's counsel.

14. Broker. Each party represents hereby to the other that it dealt with no broker in the consummation of this Agreement and each party shall indemnify and save the other harmless from and against any claim arising from the breach of such representation by the indemnifying party. The provisions of this Section shall survive the Closing or, if applicable, the termination of this Agreement.

15. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

16. Successors and Assigns.

a. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

b. Buyer may not assign this Agreement and the rights or benefits hereof, except that Buyer may assign this Agreement, without Seller's consent, to an entity that directly or indirectly controls, is controlled by or is under common control with Buyer or any institutional investor partner of Buyer. The term "control" means the power to direct the management of such entity through voting rights, ownership or contractual obligations.

17. Governing Law. The laws of the State of Maine shall govern the validity, construction, enforcement and interpretation of this Agreement.

18. Title Matters. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or practice standard of the Maine State Bar Association shall be governed by such standard to the extent applicable.

19. Multiple Counterparts. This Agreement may be executed in any number of



identical counterparts. If so executed, each of such counterparts shall constitute this Agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Easement Purchase and Sale Agreement as an instrument under seal as of the day and year first written above

SELLER

*R* 8/6/18

RICHARD ECKROTE

*Janet Eckrote* 8/6/18  
JANET ECKROTE

BUYER

NORDIC AQUAFARMS, INC

By \_\_\_\_\_  
Name  
Title

IN WITNESS WHEREOF, the parties hereto have executed this Easement Purchase and Sale Agreement as an instrument under seal as of the day and year first written above

SELLER:

8/6/18

RICHARD ECKROTE

Janet Eckrote 8/6/18

JANET ECKROTE

BUYER:

NORDIC AQUA FARMS, INC.

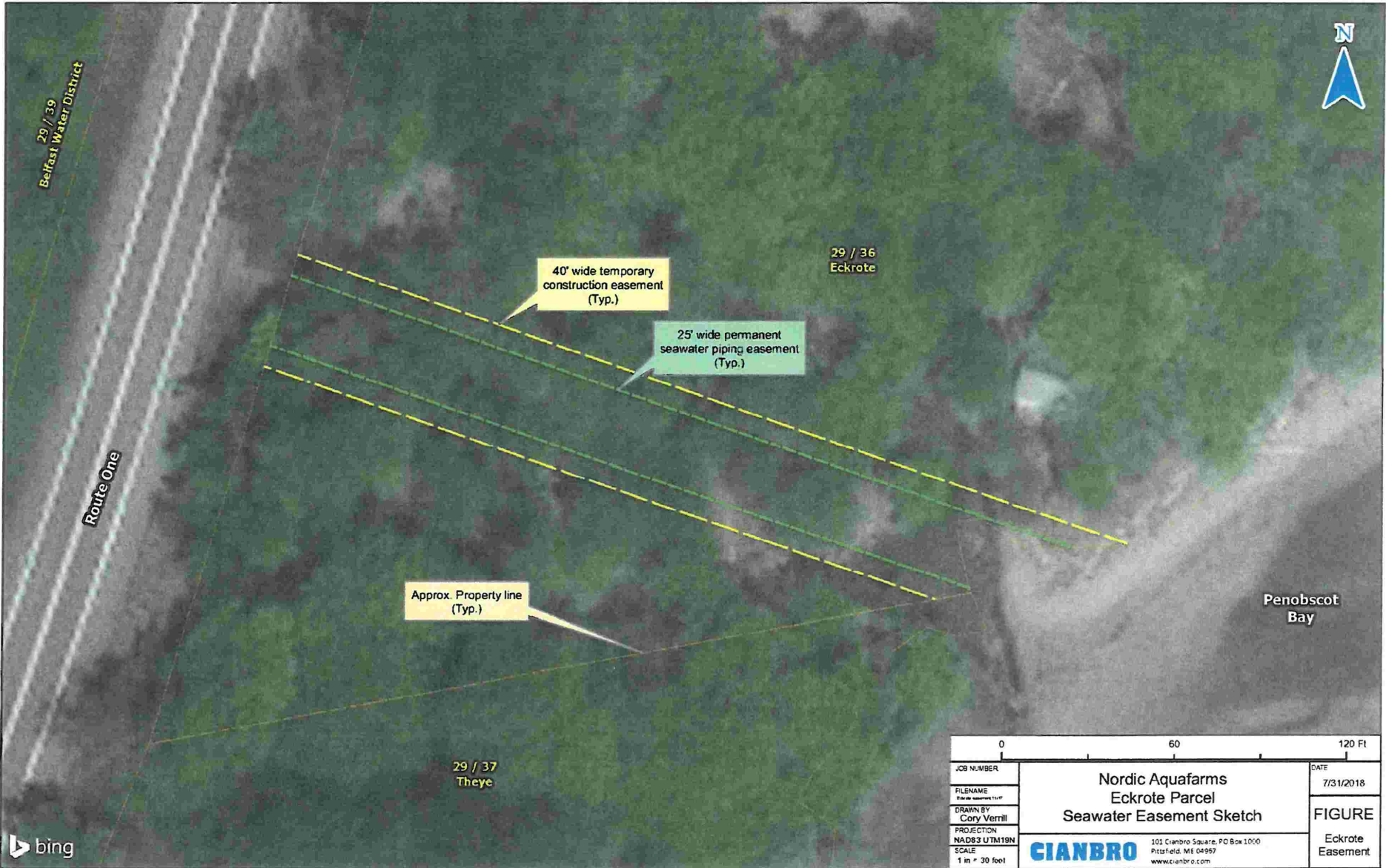
By


Name: Eric Heim

Title: CEO

Exhibit A

Proposed Easement Area



0		60		120 Ft	
JOB NUMBER	Nordic Aquafarms Eckrote Parcel Seawater Easement Sketch				DATE
FILENAME Eckrote Easement 10/18					7/31/2018
DRAWN BY Cory Verrill	 101 Cianbro Square, PO Box 1000 Pittsfield, ME 04967 <a href="http://www.cianbro.com">www.cianbro.com</a>				FIGURE
PROJECTION NAD83 UTM19N					Eckrote Easement
SCALE 1 in = 30 feet					

**EXHIBIT**  
4



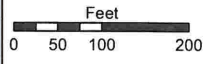
SEE MAP 4

SHEET 4

SHEET 30

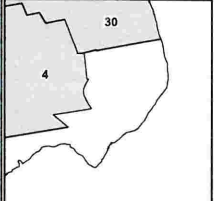


**CITY OF BELFAST**  
WALDO COUNTY  
MAINE



**LEGEND**

- Parcel
- Road
- Water
- Dam
- Condos
- Streams
- Cemetery
- Easement/ROW
- Parcel Hook
- Road
- Sublot Line
- Utility



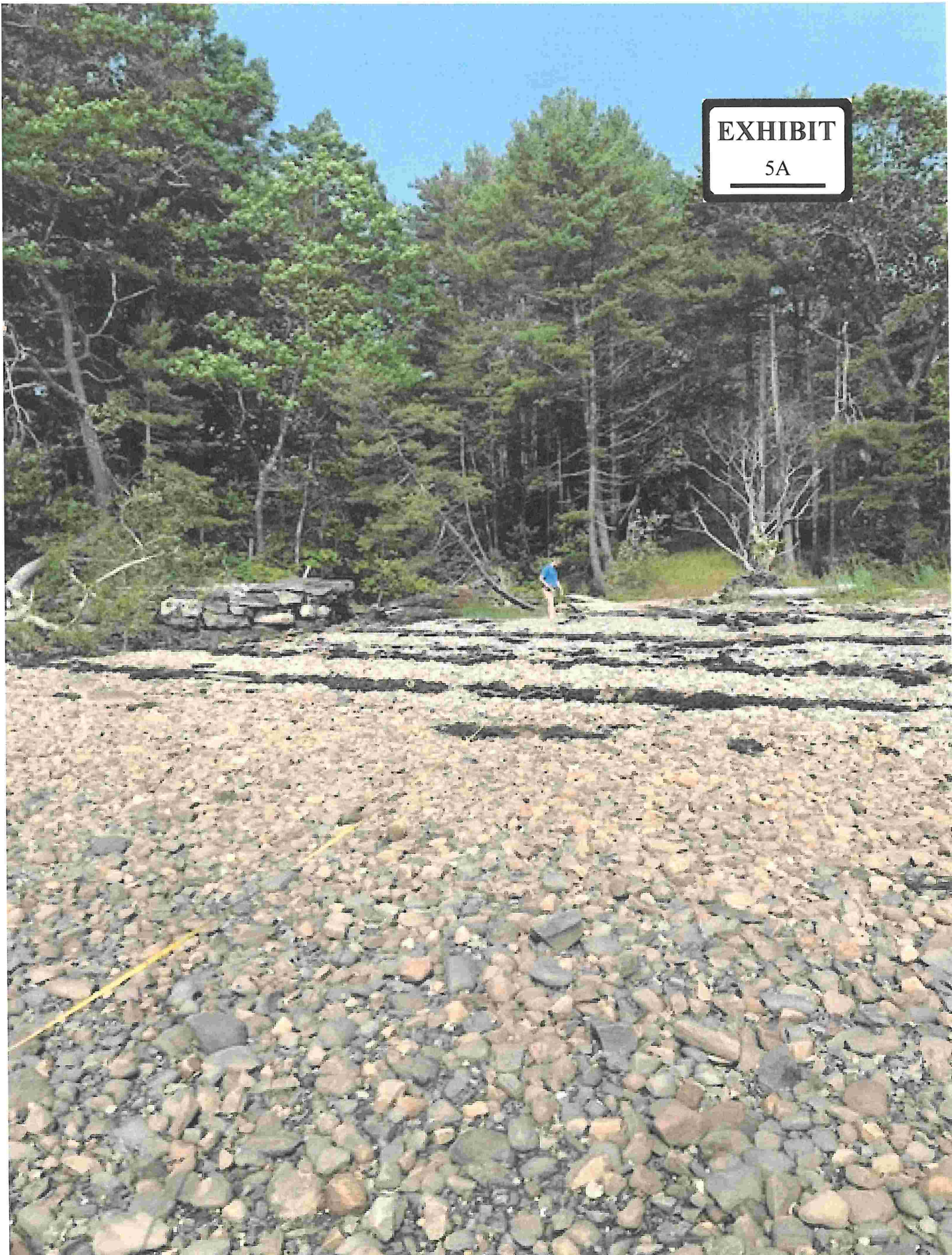
For Assessment Purposes. Not to be used for conveyances.



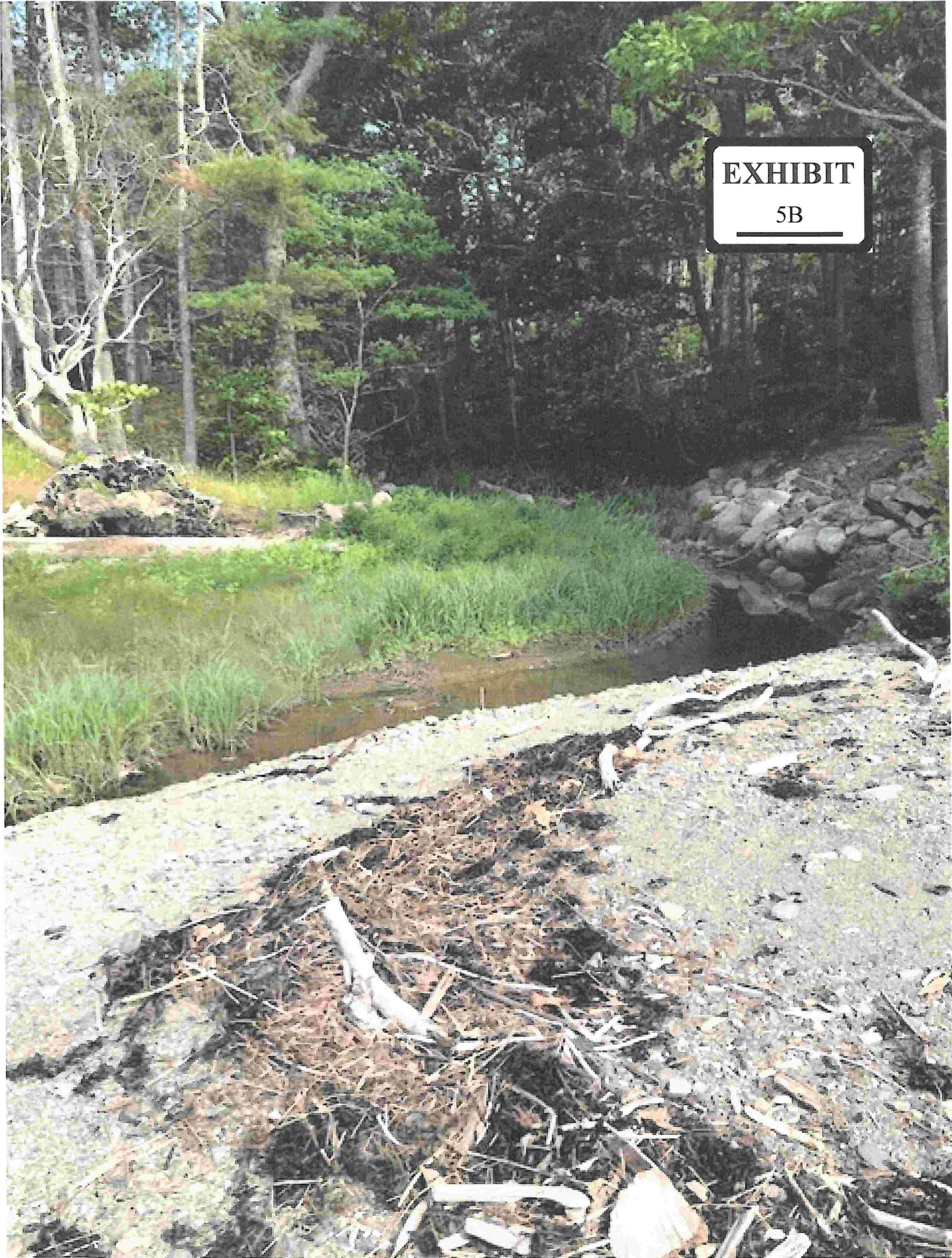
**Map 29**  
Printed: 3/2/2016  
Effective Date: 4/1/2015

**EXHIBIT**

**5A**



**EXHIBIT**  
**5B**





**EXHIBIT**  
**5C**



**Timothy E. Steigelman**

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**From:** Red Webster <RWEBSTER@cianbro.com>  
**Sent:** Tuesday, September 18, 2018 3:39 PM  
**To:** Timothy E. Steigelman; 'elizabeth.ransom@ransomenv.com'  
**Cc:** Joanna B. Tourangeau  
**Subject:** RE: Submerged land info (Belfast)

I sent you some pics – regarding the last note, my view is... there are no waterborne structures or objects within a reasonably measureable distance from our submerged route.

**Red Webster**

Sr. Project Manager  
Cell (207) 416-9148

**CIANBRO**

CIANBRO CORPORATION  
101 Cianbro Square  
P.O. Box 1000  
Pittsfield, Maine 04967

[www.cianbro.com](http://www.cianbro.com)

**Timothy E. Steigelman**

**EXHIBIT**

7

**From:** Erik Heim <erik.heim@nordicaquafarms.com>  
**Sent:** Monday, September 24, 2018 2:57 PM  
**To:** Joanna B. Tourangeau  
**Cc:** Timothy E. Steigelman  
**Subject:** Re: Submerged Lands Lease

Hi Joanna,

You are authorized to sign the application.

Best regards,

**Erik Heim**  
CEO  
Nordic Aquafarms AS  
Øraveien 2, 1630 Gml Fredrikstad  
Norway

Mobile +47 900 74 907  
E-mail / Skype : [erik.heim@nordicaquafarms.com](mailto:erik.heim@nordicaquafarms.com)



---

**Fra:** "Joanna B. Tourangeau" <JTourangeau@dwmlaw.com>  
**Dato:** mandag 24. september 2018 20:27  
**Til:** Erik Heim <erik.heim@nordicaquafarms.com>  
**Kopi:** "Timothy E. Steigelman" <TSteigelman@dwmlaw.com>  
**Emne:** Submerged Lands Lease

Erik:

By reply email would you please confirm that I am authorized to sign an application for a submerged land lease from the State of Maine Bureau of Parks and Lands for installation of an intake and outfall for the Nordic Aquafarms facility in Belfast, Maine. The application requires this written authorization.

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)

**Drummond**Woodsum

ATTORNEYS AT LAW

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