EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **Goldenrod Properties, LLC**, a Maine limited liability company with a mailing address of P.O. Box 345, Belfast, ME 04915 (the "Owner"), in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid by **Nordic Aquafarms, Inc.** a Delaware corporation having an address of c/o Nordic Aquafarms, 511 Congress Street, Portland, Maine 04101 (the "NAF"), does hereby give, grant, bargain sell and convey with warranty covenants to the said NAF, its successors and assigns a temporary easement (as more fully described below) in, on and under that portion of property constituting the 5' Wide Utility Easement Area (described below and on the attached exhibits) together with an additional seven feet, six inch (7'6") area on both sides of the said 5' Wide Utility Easement Area and a permanent easement (as more fully described below) under that portion of property depicted as the cross-hatched area labeled "5' Wide Utility Easement" on the Exhibit A attached hereto, which portion of the property is more fully described in the metes and bounds description attached hereto as Exhibit B.

20' Wide Temporary Construction Easement

NAF shall have the following temporary easement rights in the 20' Wide Temporary Construction Easement:

The right to enter upon the area of the 5' Wide Utility Easement together with an additional seven feet, six inch (7'6") area on both sides for a total area of 20' Wide Temporary Construction Easement.

The Temporary Easement will expire after the construction is complete including time necessary to satisfy any and all requirements and conditions of any governmental authority with regulatory authority or purview over permits, construction, etc., of the Pipeline Facilities.

In the event repair of the pipelines is required the 20' Wide Temporary Construction Easement will be re-instated and expire upon completion of the repair.

Said right may include, but is not limited to, necessary excavating, placing of fill material, curbing, loaming, seeding, paving, installation of structures, removal of trees, shrubs, bushes and other growth, selective cutting, trimming, and other necessary incidental work in grading said adjoining land, in order to allow for project construction in accordance with all governing regulations and other requirements of law.

Upon completion of the intial construction, NAF agrees that it shall exercise reasonable efforts to restore the temporary easement area to substantially the condition such area was in prior to the commencement of such work.

5' Wide Utility Easement

NAF shall have the following permanent easement rights in the 5' Wide Utility Easement Area described above:

- 1. the right to install, maintain, replace and remove pipelines for conveying water, wastewater and/or storm water, with all necessary fixtures and appurtenances; and
- 2. the right to make connections with the pipelines on either end of the 5' easement area; 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 NAF; and
- 4. the right to change the existing surface grade of the easement area as is reasonably necessary for any of these purposes; and
- 5. the right to enter on the easement area at any and all times for any of these purposes.

The OWNER reserves the use and enjoyment of the easement area for any purpose that does not interfere with the use of the easement area by NAF for its own purposes; provided that none of the following improvements may be made by the OWNER in the easement area, without the prior written permission of the NAF:

- 1. No buildings or any other permanent structures are allowed, except pavement and utilities.
- 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 easement area without prior notice to NAF. Any changes hereof are to be mutually agreed upon and evidenced by NAF written permission.
- 3. No conduits, pipelines or facilities shall be installed within 5 feet of or above any conduit or pipeline installed by NAF, except that pipelines and conduits may be installed if they cross perpendicular to the NAF pipelines with a minimum vertical clearance of one foot. NAF, for itself and its successors and assigns, further covenants to OWNER and its successors and assigns, that all improvements shall be kept and maintained by NAF in clean, safe, attractive and slightly condition and in good repair, reasonably consistent with the maintenance of the other structures within the area.

(no further text – the signature page follows)

In Witness Whereof, Goldenrod Properties, LLC, has caused this instrument to be executed this <u>/#th</u> day of April, 2019.

WITNESS:

Goldenrod Properties, LLC

There & Carroll

State of Maine County of Waldo

April 18, 2019

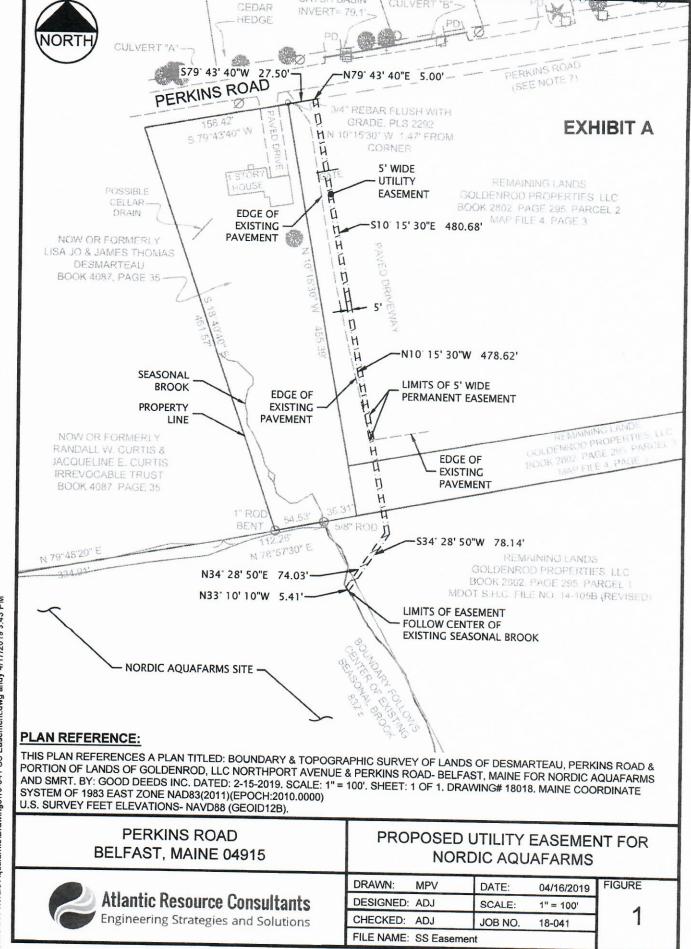
Personally appeared before me the above named <u>Scatt L. Hawthorne</u>, the <u>Manager</u> of Goldenrod Properties, LLC and acknowledged the foregoing instrument to be her free act and deed in said capacity and the free act and deed of said entities.

Candia Hutchism

Notary Public/Attorney at Law

Print Name: <u>Candice Hutchism</u>

Commission expires: 1/1/202/



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Exhibit B

Sewer Easement Description Lands of Goldenrod Properties, LLC Perkins Road Belfast- Waldo County, Maine

A 5 foot wide easement, situate in Belfast, County of Waldo, State of Maine, extending from the southerly right of way line of Perkins Road in a generally southerly and then southwesterly direction to the center of an existing seasonal brook, which will be the easterly boundary of lands to be acquired by Nordic Aquafarms or their agent, the boundaries of said easement are more particularly described as follows:

Commencing at a three-quarter-inch diameter rebar PLS2292 found on the southerly side of Perkins Road;

thence South 10 degrees, 15 minutes, 30 seconds East a distance of 1.47 feet to a point on the southerly right of way line of said Perkins Road and at the northeasterly corner of lands described in a deed from Lisa Jo Desmarteau to Lisa Jo and James Thomas Desmarteau dated July 29, 2016 and recorded in the Waldo County Registry of Deeds Book 4087, Page 35;

thence following the southerly right of way line of Perkins Road, North 79 degrees, 43 minutes, 40 seconds East a distance of 27.50 feet to a point, being the **point of beginning** for this description;

thence following the southerly right of way line of Perkins Road, North 79 degrees, 43 minutes, 40 seconds East a distance of 5.00 feet to a point;

thence following a line parallel with and at all times 32.50 feet easterly of the easterly line of lands of said Desmarteau, South 10 degrees, 15 minutes, 30 seconds East a distance of 480.68 feet to a point (referred to below as segment 1);

thence South 34 degrees, 28 minutes, 50 seconds West a distance of 78.14 feet, more or less, to a point on the center of an existing seasonal brook (referred to below as segment 2);

thence following the center of the existing seasonal brook, which will be the easterly boundary of lands to be acquired by Nordic Aquafarms or their agent, in a generally northerly direction a distance of 5.5 feet, more or less, to a point being located North 33 degrees, 10 minutes, 10 seconds West a distance of 5.41 feet from the last referenced centerline point;

thence parallel with and at all times 5.00 feet northwesterly of segment 2, North 34 degrees, 28 minutes, 50 seconds East a distance of 74.03 feet to a point;

thence parallel with and at all times 5.00 feet westerly of segment 1, North 10 degrees, 15 minutes, 30 seconds West a distance of 478.62 feet to the point of beginning, enclosing 2766 square feet.

Being a portion of lands described in a deed from John G. and Scott Hawthorne to Goldenrod Properties, LLC dated August 10, 2005, and recorded in the Waldo County Registry of Deeds Book 2802, Page 295.

Bearings are oriented to the Maine Coordinate System NAD83(2011)(EPOCH:2010.0000), East Zone, U.S. Survey Feet based on a survey by Good Deeds Land Surveying performed in February 2019.

Clark Staples, PLS 2332 4/17/2019