

City of Belfast
SPECIAL CITY COUNCIL MEETING
Belfast City Hall – Council Chambers
Wednesday, April 21, 2021
7:00 P.M.

All City Council Meetings will be conducted online using Zoom and can be streamed on the City website at www.cityofbelfast.org. They will air live on BEL TV.

CITY OF BELFAST
Special Meeting

1) Call to order

2) Present: Mayor Eric Sanders; Councilors Mary Mortier, Neal Harkness, Brenda Bonneville, Michael Hurley and Paul Dean, City Manager Erin Herbig, and Admin. Assistant Manda Cushman.

3) Adoption of the agenda

Councilor Mortier, seconded by Councilor Dean, made a motion to adopt the agenda. This motion was approved, 5-0.

4) Agenda:

- A. Consideration and approval of the proposed Fourth Amendment to Evaluation Agreement and Options and Purchase Agreement relating to the Belfast Water District and Nordic Aquafarms, Inc.

City Attorney reviewed the proposed Fourth Amendment to Evaluation Agreement and Options and Purchase Agreement relating to the Belfast Water District and Nordic Aquafarms, Inc. with Councilors.

*See attached signed Fourth Amendment to Evaluation Agreement and Options and Purchase Agreement relating to the Belfast Water District and Nordic Aquafarms, Inc.

- 1. Councilor Hurley, seconded by Mortier, made a motion, on behalf of the City Council, the City Mayor is hereby authorized to execute the “Fourth Amendment to Evaluation Agreement and Options And Purchase Agreement” with the Belfast Water District and Nordic Aquafarms, Inc. This motion was approved, 5-0.

- B. Consideration and approval of the Purchase and Sale Agreement by and between the City of Belfast and the Belfast Water District relating to a portion of the Crocker Road property owned by the City.

City Attorney reviewed the proposed Purchase and Sale Agreement by and between the City of Belfast and the Belfast Water District relating to a portion of the Crocker Road property owned by the City.


*See attached signed Purchase and Sale Agreement by and between the City of Belfast and the Belfast Water District relating to a portion of the Crocker Road property owned by the City.

- 1. Councilor Harkness, seconded by Councilor Dean, made a motion, on behalf of the City Council, the City Mayor is hereby authorized to execute the “Purchase and Sale Agreement” with the Belfast Water District regarding a five acre parcel on the Crocker Road. This motion was approved, 5-0.

Adjourn

Councilor Mortier, seconded by Councilor Dean, made a motion to adjourn the meeting at 7:07 p.m. This motion was approved, 5-0.

I HEREBY CERTIFY THAT THE ABOVE
IS A TRUE COPY OF INFORMATION
ON THE RECORD WHICH IS IN MY
OFFICIAL CUSTODY

ATTEST 

AMANDA CUSHMAN, BELFAST MAINE

**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 11th day of ~~March~~, 2021.
April

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 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 (7th) business day following City acquisition of the Necessary Project Rights and the sixtieth (60th) 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 (60th) 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 21, 2021

SELLER:

BELFAST WATER DISTRICT

By: Keith Pooler

Keith Pooler, Superintendent
Hereunto Duly Authorized

[remainder of page intentionally left blank]

Date: April 22, 2021

BUYER:
NORDIC AQUAFARMS, INC.

By: /s/ Erik Heim
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 his 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 21, 2021

CITY OF BELFAST

By: Eric F. Sanders
Eric Sanders, Mayor

PURCHASE AND SALE AGREEMENT

AGREEMENT by and between the **BELFAST WATER DISTRICT**, a quasi-municipal, consumer-owned water utility district having an address of 285 Northport Avenue, Belfast, Maine 04915 (the "Buyer") and the **CITY OF BELFAST**, a municipal corporation having an address of 131 Church Street, Belfast, Maine 04915 (the "Seller").

1. PROPERTY; PREMISES; PURCHASE AND SALE. Seller owns the real estate known as 54 Crocker Road in Belfast pursuant to a deed from Jason L. Perkins dated November 19, 2016 and recorded in the Waldo County Registry of Deeds in Book 4119, Page 341 (the "Property"). Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller, on the terms and conditions hereinafter set forth, (a) a portion of the Property comprising at least 5 acres of vacant land as close to Crocker Road as possible taking into account the wetlands and Buyer's intended use of the Premises as an office and garage with outdoor storage for equipment and materials, and with an easement for access and utilities (the "Premises"), as to be more fully described in a survey description to be prepared prior to closing, (b) 1.00 lbs P/year of allowed export of the City's phosphorous credits, which said portion is consistent with the analysis and recommendations in the April 13, 2021 letter from Andrew Hedrich, Gartley and Dorsky Surveying and Engineering, as attached hereto in Exhibit A. The description of the Premises included in the deed to Buyer will be a surveyor's metes and bounds description based upon a survey plan to be prepared for Buyer at its sole expense. The survey plan and description of the Premises will be distributed to the parties and are to be mutually agreeable to both parties. The deed of conveyance shall provide that the Seller shall enjoy a right of first refusal of any sale or conveyance of all or a portion of the premises, and an option to purchase at the then-current market value, at such time that it is deemed by the Buyer and the Maine Public Utility Commission that the premises will no longer be used or operated by the Buyer.

2. PURCHASE PRICE. The total purchase price for the Premises, and said portion of the phosphorous credits as described in Exhibit A, shall be One Dollar (\$1.00). At the closing, subject to any adjustments and prorations hereafter described, Buyer shall pay the purchase price to Seller or their agent in immediately available funds by cash, certified check, wire or bank cashier's check.

3. FORM OF DEED; QUALITY OF TITLE. At the closing of the sale, Seller shall deliver to Buyer or Buyer's agent a duly executed and acknowledged Municipal Quitclaim Deed, in accordance with the Short Form Deeds Act, 33 M.R.S.A. §761, *et seq.*, conveying the Premises to Buyer in fee simple with good and marketable title in accordance with the Title Standards promulgated by the Maine State Bar Association free and clear of all encumbrances and liens, other than (i) easements, restrictions, or agreements of record acceptable to Buyer; (ii) any conditions which a physical inspection of the Premises might reveal; and (iii) existing laws, ordinances, or regulations governing the use of the Premises. The conveyance shall be subject to, but with no present violation of, state and local zoning, subdivision, land use, shoreland, or waste disposal regulations and ordinances.

4. DUE DILIGENCE. The cost for any title, permitting and zoning examinations,

including title insurance premiums, shall be the responsibility of Buyer. If Buyer finds title to the Premises not to be good and marketable in accordance with the Title Standards promulgated by the Maine State Bar Association or to be subject to easements, restrictions, or agreements not acceptable to Buyer (collectively, the “Defects”), then Seller may delay closing for not more than thirty (30) days in order for Seller to cure the Defects. In the event Seller does not or is unable to cure the Defects after exercising reasonable efforts there for, Buyer may, at its election, (a) accept such title as Seller can convey without adjustment to the purchase price, or (b) terminate this Agreement with all parties released from their obligations hereunder (except those specifically provided as surviving closing or termination hereof).

5. CLOSING. The closing of the sale contemplated hereby shall occur on the same day and immediately after the closing on Nordic Aquafarms, Inc.’s purchase of the “Real Property” from Buyer pursuant to the Options and Purchase Agreement between Nordic Aquafarms, Inc., Buyer and Seller dated January 30, 2018, as amended, or such earlier date as may be mutually agreed upon by the parties. Both parties agree that **time is of the essence** with respect to this Agreement and the closing.

6. CLOSING ADJUSTMENTS. The following pro-rations shall be made based on the closing date and the following closing costs shall be allocated as follows:

- a. real property taxes based on the fiscal year of the City of Belfast, *if any*, shall be prorated between the parties;
- b. transfer/conveyance taxes (if applicable) shall be divided evenly between Seller and Buyer;
- c. a buyer’s title insurance expenses and premiums shall be paid by Buyer;
- d. the cost of an update to the most recent survey of the Premises or of a new survey and any related surveyor’s certificate shall be paid by Buyer;
- e. the cost of preparation of the deed of conveyance shall be paid by Seller;
- f. the cost of preparation and recordation of any releases and termination statements required to clear title to the Premises shall be paid by Seller; and
- g. the costs of performing the closing and drafting any other closing documents shall be paid by Buyer.

7. CONDITION OF PREMISES AT CLOSING AND CLOSING INSPECTION. At closing, full possession of the Premises, free of all tenants and occupants and of all personal property is to be delivered to Buyer, the Premises to be then in the same condition as on the date hereof, reasonable use and wear excepted. Buyer and their agents, employees, representatives or independent contractors shall be entitled to an inspection of the Premises prior to the closing in order to determine whether the condition thereof complies with the terms of this Section.

8. REAL ESTATE COMMISSION. 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.

9. DEFAULT.

a. In the event of a material default by Seller hereunder, then Buyer shall deliver to Seller a written notice of such material breach, which notice shall set forth complete information describing the nature of the material breach. In the case of a non-monetary default, Seller shall use its reasonable efforts to cure any such breach, default or failure and in such event the closing date shall be extended by a written notice from Seller to Buyer for a period of up to thirty (30) days as specified in said notice. If, despite Seller's reasonable efforts, Seller fails to cure any such breach, default or failure on or before the extended closing date, Buyer shall have the right to exercise any one of the following remedies:

i. terminate this Agreement by written notice to Seller, in which event all obligations of the parties under this Agreement shall terminate (except those specifically provided as surviving closing or termination hereof); provided, however, if such default is as a result of a willful breach by Seller, Buyer shall be entitled to immediate payment from Seller of all reasonable out of pocket costs incurred by that party in connection with said Options and Purchase Agreement and the Project, as defined in the said Options and Purchase Agreement, (including under and pursuant to the Evaluation Agreement); or

ii. seek specific performance of this Agreement; or

iii. if any default by Seller is susceptible of being cured by Buyer, then Buyer shall have the right, but not the obligation, to take such actions and incur such costs and expenses as necessary to cure such default and any and all costs and expenses incurred by it shall be paid by Seller at the closing; or

iv. 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, then Seller shall deliver to Buyer a written notice of such material breach, which notice shall set forth complete information describing the nature of the material breach. In the case of a non-monetary default, Buyer shall use its reasonable efforts to cure any such breach, default or failure and in such event the closing date shall be extended by a written notice from Buyer to Seller for a period of up to thirty (30) days as specified in said notice. If, despite Buyer's reasonable efforts, Buyer fails to cure any such breach, default or failure on or before the extended closing date, Seller shall have the sole right to terminate this Agreement by written notice to Buyer, in which event all obligations of the parties under

this Agreement shall terminate (except those specifically provided as surviving closing or termination hereof).

The foregoing remedies shall be the parties' sole and exclusive remedies and each waives consequential damages against the other, except in the event of fraud or intentional default by Seller.

10. CONTINUATION AND SURVIVAL OF REPRESENTATIONS, INDEMNIFICATIONS AND COVENANTS. All provisions, covenants, representations, warranties, indemnifications and covenants of the parties contained herein or made in writing pursuant to this Agreement are intended to be and shall remain true and correct as of the time of closing, shall be deemed to be material, shall survive the execution and delivery of this Agreement, and shall survive the closing (unless and to the extent otherwise provided herein).

11. 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.

12. 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 Seller shall also be simultaneously sent to Kelly & Associates, LLC, 96 High Street, Belfast, Maine 04915, Attention: William Kelly, Esq. A copy of any notice to Buyer shall also be simultaneously sent to Eaton Peabody, 80 Exchange Street, Bangor, Maine 04402, Attention: Sarah L. Reinhart, Esq. Notices by any party may be sent by such party's counsel.

13. 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.

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

15. GOVERNING LAW. The laws of the State of Maine shall govern the validity, construction, enforcement and interpretation of this Agreement.

16. 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.

17. 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.

18. POST-CLOSING OBLIGATIONS. After the closing, the parties shall cooperate with one another at reasonable times and on reasonable conditions and shall execute and deliver such instruments and documents as may be necessary in order fully to carry out the intent and purposes of the transactions contemplated hereby. Except for such instruments and documents as the parties were originally obligated to deliver by the terms of this Agreement, such cooperation shall be without additional cost or liability.

Buyer shall be solely responsible to obtain all state and local permits and licenses for development of the Premises herein described to be conveyed to Buyer, and Seller shall employ good faith efforts to support and coordinate any required state permitting or licensing, including but not limited to an existing DEP permit for the entire Seller property as currently enjoyed by Seller. It is acknowledged that the Belfast Planning Board and the Code Enforcement Officer have authority independent from the Belfast City Council and will review applications for development or building in the normal course.

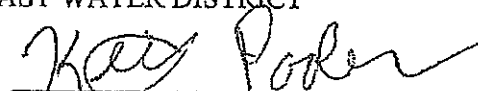
The deed of conveyance shall require a covenant that the Buyer, its successors and assigns, shall reimburse the City for damages, beyond normal wear and tear, that Buyer or its agents, employees, representatives, contractors, equipment or vendors cause to the access easement driveway, and a covenant that Buyer shall pay the actual cost of the City to repair the access drive or access easement area due to installation, maintenance, repair or replacement of utilities serving the Buyer's Property..

19. ENTIRE AGREEMENT. This Agreement supersedes all prior agreements and understandings between the parties, including those contained in any letter of intent and any extensions or modifications thereof and the Purchase and Sale Agreement between the parties for the Premises signed on or about January 30, 2018, and represents the full and complete understanding of the parties hereto in conjunction with said Options and Purchase Agreement, the Water Supply Agreement or the Evaluation Agreement. It being the intent of the parties that all obligations of the parties are contained only in this Agreement, and the entire agreement of the parties is fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of
April 01, 2021.

BELFAST WATER DISTRICT

By:



Name: Keith Pooler

Title: Superintendent

Hereunto Duly Authorized

CITY OF BELFAST

By: Eric F. Sanders

Name: Eric Sanders

Title: Mayor

Hereunto Duly Authorized