

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made this 9<sup>th</sup> 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.

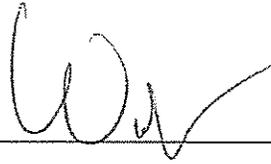
G. The Closing shall be held as soon as practicable, prior to the expiration of the 45 day period for delivery of the Nordic Easement free of Alleged Title Defects, as described herein.

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

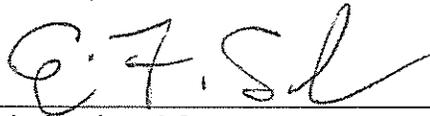
I. Any dates in this Agreement may be extended, at Nordic's option, in the event of any governmental action, including, without limitation, a moratorium on development, imposed, declared or otherwise instituted by a municipality or any other similar governmental authority for a number of days equal to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

  
\_\_\_\_\_

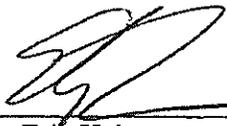
CITY OF BELFAST

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 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 \_\_\_\_\_