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Carol DiBello, Submerged Lands Coordinator
Submerged Lands Program, Bureau of Parks and Lands
Department of Agriculture, Conservation and Forestry
17 Statehouse Station
28 Tyson Drive
Augusta, ME 04333

RE: Extension of Nordic Aquafarms, Inc. Land Agreements

Dear Attorney Martin and Ms. DiBello:

I represent Janet and Richard Eckrote in civil actions now pending in both Waldo County Superior Court and U.S. District Court here in Maine. My understanding is that you are generally aware of such litigation, but I want to bring to your attention that opponents to the NAF project have recently challenged whether the Eckrotes knew or intended their easement option agreement with NAF, and related amendments and extensions, to be submitted to the relevant State and Federal agencies so that they could evaluate permits sought by NAF for land owned by the Eckrotes.

I want to now confirm that the Eckrotes have always understood and intended that those documents would be submitted to the executive agencies for that purpose, and that the Eckrotes have expressly consented to their submission for that purpose. To that end, I want to confirm that the Eckrotes received a written request from the DEP on January 22, 2019 advising that the Eckrotes should provide "a clarification" to "the Eckrote purchase and sale agreement" confirming the easement option would extend to any rights the Eckrotes have to the "intertidal zone." The January 22, 2019 correspondence stated explicitly "this Department request, which echoes a similar request recently made by BPL, may be satisfied through an amendment, modification, or clarification."

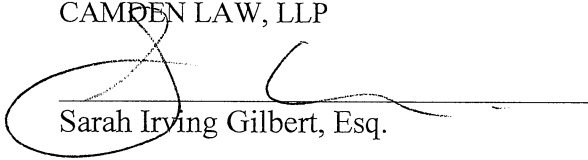
In direct response to that request from the DEP, the Eckrotes worked with counsel to finalize such an amendment so that it could be presented to the DEP and be considered as part of the NAF project. The Eckrotes are aware that certain opponents have argued that language in this extension

agreement stating the parties understanding that the upland owners make no representation or warranty regarding ownership of the intertidal is the same as conceding that they do not own the land. To the contrary, my clients are fully defending their intertidal ownership interest in the pending litigation. The referenced language in the extension agreement merely confirms the understanding of the parties to that agreement that my clients are not making any representations or warranties regarding the outcome of that litigation. Such a representation and warranty has no effect on ownership, which is governed by deed language and is currently pending before the Superior Court.

To the extent any opponents or parties to the state/federal litigation have represented otherwise, the Eckrotes now seek to confirm their knowledge of and consent to the submission of their own documents to DEP and the Bureau for consideration.

Very truly yours,

CAMDEN LAW, LLP



Sarah Irving Gilbert, Esq.

SIG:sig

CC: The Eckrotes