

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BOARD OF ENVIRONMENTAL PROTECTION

IN RE: APPLICATION OF NORDIC AQUAFARMS, INC.
MPDES PERMIT #ME0002771, #W009200-6F-A-N;
NRPA and SLODA #L-28319-26-A-N, #L-28319-TG-B-N,
#L-28319-4E-C-N, #L-28319-L6-D-N; #L-28319-TW-E-N;
Air #A-1146-71-A-N

PETITION TO INTERVENE
FILED ON BEHALF OF
JEFFREY R. MABEE AND
JUDITH B. GRACE

City of Belfast and Town of Northport, Waldo County
Submitted: July 12, 2019

This Petition to Intervene is filed, pursuant to 5 M.R.S.A. § 9054(1) and 06-096 C.M.R. ch. 3 §11(A)(1), on behalf of Jeffrey R. Mabee and Judith B. Grace.¹ Jeffrey Mabee and Judith Grace are the true owners, in fee simple, of the intertidal land on which applicant Nordic Aquafarms, Inc. (“NAF”) improperly seeks to place its three industrial pipelines. Petitioners do not consent to this proposed taking or use of their land.

Petitioners Mabee and Grace are abutters of the proposed NAF project and the true owners of the environmentally fragile intertidal land on or under which NAF seeks to bury its three industrial pipelines. As the deeded owners in fee simple of the intertidal land that NAF is attempting to misappropriate for its own profit, Jeffrey Mabee and Judith Grace have determined that it is necessary to assert their property rights directly before this Board as intervening and aggrieved parties.

Jeffrey Mabee and Judith Grace are “aggrieved persons”² within the meaning of 06-096 C.M.R. ch. 2 §1(B), with standing to: (i) substantively oppose this project; (ii) challenge NAF’s claim of “title, right, or interest” (TRI) in the Petitioners’ intertidal land; and (iii) challenge the erroneous determination on June 13, 2019 by the Department of Environmental Protection³ that NAF has demonstrated “sufficient TRI” to proceed in the permitting process. If the permits for this project are considered and/or approved, the Petitioners will suffer significant adverse damages to the value and merchantability of their real property, as well as its use and enjoyment.

NAF’s claims of TRI in the Mabee-Grace intertidal land are slandering the Petitioners’ title and adversely impacting the value and marketability of their real estate. The DEP’s erroneous determination that NAF has demonstrated “sufficient TRI” to obtain permits from this Board that would allow NAF to place its industrial pipelines in, on or under Petitioners’ intertidal land has

¹ These parties will be referred to herein by name or as “the Petitioners.”

² Pursuant to 06-096 C.M. R. ch. 2 §1(B), "Aggrieved Person" means any person whom the Board determines may suffer particularized injury as a result of a licensing or other decision. The Board will interpret and apply the term “aggrieved person”, whenever it appears in statute or rule, consistent with Maine state court decisions that address judicial standing requirements for appeals of final agency action.

³ Hereinafter referred to as “DEP” or “the Department”.

also now clouded, and will continue to cloud, the Petitioners' title and diminish the value and merchantability of their land. Such rights cannot be adequately vindicated by participation within a group.

Allowing NAF to proceed with this permitting process in the absence of any actual title, right or interest in the intertidal land that NAF seeks to lease, develop, and use imposes an unreasonable burden on the Petitioners. The Petitioners will have little choice but to spend tens of thousands of dollars to defend and protect their land from theft and degradation.

To date, Jeffrey Mabee and Judith Grace have participated in DEP proceedings as members of Upstream Watch (Upstream) and individually. They have engaged attorneys and experts, including a surveyor, cartographer and title searcher to refute NAF's false claims of TRI in the Petitioners' land. The Petitioners have filed uncontroverted proof that: (i) the intertidal land that NAF seeks permits to lease, develop, and use is actually owned by the Petitioners; (ii) the Petitioners do not consent to this proposed use of their land; (iii) the Eckrote's do not own the intertidal land on which their lot fronts and therefore cannot grant NAF an easement to place its pipelines on or under the intertidal land on which the Eckrotes' lot fronts; (iv) the Eckrotes' upland lot is burdened with a 1946 covenant that limits the use of their lot to residential use only; (v) Petitioners are the intended beneficiaries of that 1946 covenant, as assigns of the original Grantor, Harriet L. Hartley; (vi) Petitioners have advised the Eckrotes and given notice to the Department that the Petitioners do not agree with the Eckrotes' violation of the 1946 covenant by placing NAF's pipelines on the Eckrotes' upland lot; and (vii) the 1946 covenant prohibits the Eckrotes from granting NAF an easement to place its pipelines on or under the Eckrotes' upland lot, from the center of U.S. Route 1 (Atlantic Highway) to the high water mark of the Eckrotes' lot, and nullifies NAF's claims of TRI based on the Eckrotes' easement option.

In support of this Petition to Intervene Petitioners incorporate by reference all previously filed evidence submitted to the Department and all argument and evidence submitted with their Petition to Dismiss, simultaneously filed with the Board today. Petitioners Mabee and Grace have retained counsel to represent them, including the undersigned counsel. They have demonstrated that they are capable of – and willing to – participate in all Board proceedings related to the above-referenced permit applications.

For the foregoing reasons, Petitioners seek designation as intervening parties in all proceedings related to the applications referenced above, including but not limited to proceedings relating to jurisdiction and substantive matters.

Respectfully submitted,



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DEPARTMENT OF ENVIRONMENTAL PROTECTION
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MPDES PERMIT: #ME0002771, #W009200-6F-A-N;
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Air: #A-1146-71-A-N

PETITION TO DISMISS
FOR LACK OF TITLE, RIGHT
OR INTEREST FILED BY
JEFFREY R. MABEE AND
JUDITH B. GRACE

City of Belfast and Town of Northport, Waldo County
Submitted: July 12, 2019

This Petition to Dismiss is filed on behalf of Jeffrey R. Mabee and Judith B. Grace. Mr. Mabee and Ms. Grace are the true owners, in fee simple, of the intertidal land on which applicant Nordic Aquafarms, Inc. (NAF”) seeks to place its three industrial pipelines.¹ Jeffrey Mabee and Judith Grace are “aggrieved persons”² within the meaning of 06-096 C.M.R. ch. 2 §1(B), with standing to challenge NAF’s claim of TRI and the Department’s erroneous June 13, 2019 determination that NAF has demonstrated “sufficient TRI” to proceed in the permitting process.

Jeffrey Mabee and Judith Grace have participated in the proceedings before the Department as members of Upstream Watch and individually, filing uncontroverted proof that: (i) the intertidal land that NAF seeks permits to use and develop is actually owned by the Petitioners, who do not consent to this proposed use of their land; and (ii) the Eckrotes’ upland lot is burdened with a 1946 covenant that limits the use of this lot to residential use only, in which Petitioners Mabee and Grace are the intended beneficiaries as assigns of the original Grantor, Harriet L. Hartley.

As the deeded owners in fee simple of the intertidal land that NAF is attempting to misappropriate for its own profit, Jeffrey Mabee and Judith Grace have determined that it is necessary to assert their property rights directly before this Board. NAF’s claims of TRI in the Mabee-Grace intertidal land are slandering the Petitioners’ title and adversely impacting the value and marketability of their real estate. The Department’s erroneous determination that NAF has demonstrated “sufficient TRI” to obtain permits from this Board has also now clouded, and will continue to cloud, the Petitioners’ title and diminish the value and merchantability of Petitioners’ land. Allowing this applicant to proceed with this permitting process in the absence of actual title, right or interest in the intertidal land on, over or under which NAF seeks permits to use and develop the Petitioners’ intertidal land, imposes an unreasonable burden on the Petitioners – who will have to spend tens of thousands of dollars to defend and protect their land from theft and degradation.

¹ These parties will be referred to herein by name or as “the Petitioners.”

² Pursuant to 06-096 C.M. R. ch. 2 §1(B), "Aggrieved Person" means any person whom the Board determines may suffer particularized injury as a result of a licensing or other decision. The Board will interpret and apply the term “aggrieved person”, whenever it appears in statute or rule, consistent with Maine state court decisions that address judicial standing requirements for appeals of final agency action.

Accordingly, Petitioners seek immediate dismissal of NAF's applications for lack of TRI, and an order from the Board reversing the Department's erroneous finding of "sufficient TRI."

As Board Chair Draper noted in his June 27, 2019 letter to NAF's counsel: ". . . with respect to TRI, Chapter 2 § 11(D) requires that applicants such as Nordic maintain sufficient TRI in all property proposed for development and use 'throughout the entire application processing period,' and further states that *the Department, which includes the Board*, 'may return an application, after it has already been accepted as complete for processing, if the Department determines that the applicant did not have, or no longer has, sufficient title, right or interest.'" (Emphasis supplied).

This Petition to Dismiss is brought pursuant to 06-096 C.M.R. ch. 2 §11(D). Chapter 2 is silent as to the precise mechanism by which a challenge to an applicant's TRI is to be presented to the Department, including the Board when the Board has assumed jurisdiction over a project. Yet, Chapter 2 § 11(D) and the case law interpreting this rule make clear that challenges to TRI, including challenges regarding an erroneous determination by the Department that "sufficient" TRI exists to proceed, raise a matter of jurisdiction that may be raised *at any time*, even after a permit is issued. *Southridge Corp. v. Board of Env'tl. Protection*, 655 A.2d 345, 348 (Me. 1995) ("We fully acknowledge that it is possible that Cormier may not prevail in his adverse possession claim to the Southridge property. Should this happen, his permit might be revoked.")

In the absence of TRI the applicant lacks the administrative standing to seek permits and the Department, including the Board, lack the jurisdiction to proceed to process permit applications – even where Board jurisdiction is otherwise mandatory for the project pursuant to 06-096 C.M.R. ch. 2 § 17(C) and/or (D), *if TRI were present*. Further, where, as here, an applicant is knowingly and intentionally attempting to misappropriate land that the applicant *knows* is owned by property owners whose fee simple ownership rights have been adjudicated by a prior court judgment, and who have repeatedly objected to the proposed use of their property, there is no question that such aggrieved persons have the standing to challenge the applicant's TRI.

As discussed in greater detail below, the deficiencies in NAF's TRI, under the requirements in 06-096 C.M.R. ch. 2 § 11(D), are *numerous, fatal* and *incurable*.

While Petitioners believe that this Board can dismiss the applications based on a review of the written record submitted to the Department, portions of which are resubmitted with this petition, Petitioners submit that a separate adjudicatory hearing on just the issue of NAF's lack of title, right or interest may be appropriate. A determination on the written record should be made, or an adjudicatory hearing on TRI should be conducted, before any other proceedings or actions are undertaken on the pending applications, including a determination on motions to intervene as parties.

OVERVIEW

In making its June 13, 2019 “completeness” determination, the Department erred in finding “sufficient” title, right or interest (“TRI”). This determination was made in the absence of any credible evidence submitted by the applicant in support of its claim of TRI, and despite the Department receiving, voluminous, uncontroverted evidence – *including a final judgment in a 1970 quiet title action* regarding this property and multiple deeds recorded in the Waldo County Registry of Deeds -- that definitively establish that:

- (i) Richard and Janet Eckrote do not own the intertidal land on which their lot fronts;³
- (ii) The true owners of this intertidal land, determined by deeds and a prior quiet title action, are Jeffrey Mabee and Judith Grace, who do not consent to this use of their property; and
- (iii) The intertidal land that NAF seeks to use and develop is under the protection of a recorded Conservation Easement, imposed by the true, fee simple owners, Jeffrey Mabee and Judith Grace, with Upstream Watch named as the Holder of this Conservation Easement.

It is contrary to the purpose of “standing” regulations which are designed “to prevent an applicant from wasting an administrative agency’s time by applying for a . . . license that he could have no legally protected right to use.” *Murray v. Inhabitants of Town of Lincolnville*, 462 A.2d 40, 43 (Me. 1983) (“an applicant for a license or permit to use property in certain ways must have ‘the kind of relationship to the site,’ that gives him a legally cognizable expectation of having the power to use that site in the ways that would be authorized by the ‘ . . . license he seeks.’” (internal citations omitted)). Here, NAF has no such legally cognizable expectation and it is contrary to public policy to expend the limited resources of State agencies, including this Board, reviewing NAF’s voluminous permit applications for property that they have no right to use.

Continuing with permitting proceedings in the absence of TRI, is not done without causing damage to the innocent owners of this property. If these permit proceedings continue in the absence of NAF’s TRI, the result is that NAF is permitted, with the assistance of the State, to slander Jeffrey Mabee and Judith Grace’s title to land they own in fee simple -- diminishing the value and merchantability of the Petitioners’ real property. Further, it is contrary to public policy and the express provisions in the Fifth Amendment to the U.S. Constitution and Article I, section 21 of the Maine Constitution to provide NAF permits to use fragile intertidal estuary land that has been protected by a recorded conservation easement, based on nothing more than an ***unrecorded*** option

³ In addition, the Eckrotes are prohibited by a 1946 covenant that runs with their land from using their upland property for a non-residential use without agreement of the beneficiaries of that covenant – heirs and/or assigns of Grantor Harriet L. Hartley. Jeffrey Mabee and Judith Grace, are assigns of the Grantor who imposed that 1946 covenant, Harriet L. Hartley. Jeffrey Mabee and Judith Grace are assigns of Harriet L. Hartley and have given notice to the Eckrotes that they do not agree to violation of the “residential use only” covenant by NAF’s proposed use of the upland property. The Petitioner provided notice to the Department of the exercise of their rights under the 1946 Hartley covenant. However, without explanation or justification, the Department ignored this notice in making its determination June 13, 2019 determination that NAF had demonstrated “sufficient TRI” to proceed with the permitting process.

to acquire an easement, granted by people who do not own any intertidal land on which their lot fronts, and whose predecessors in interest never owned the land to be used.

Accordingly, the Board should dismiss all of NAF's applications and/or remand the applications to the Department with directions to return the applications to the applicant for lack of title, right or interest, as required by 06-096 C.M.R. ch. 2 §11(D). In the alternative, an adjudicatory hearing should be conducted on the issue of NAF's TRI before any further action is taken on NAF's permit applications.

I. THE ECKROTES DO NOT OWN THE INTERTIDAL LAND ON WHICH THEIR LOT FRONTS

NAF claims that it has "sufficient" TRI based on an option to purchase an Easement across a 25-foot wide strip on the southwest portion of a lot owned by Richard and Janet Eckrote. That lot is located at Belfast Tax Map 29, Lot 36.⁴ However, the Eckrotres cannot grant an easement to use the intertidal land on which their lot fronts, if they do not own that intertidal land. Simply, no one can convey an interest or right to use land that they do not own.⁵ See also, Affidavit and Professional Report of Donald R. Richards, P.L.S., L.F., dated July 12, 2019 (attached hereto and incorporated herein as Exhibit 18).

Accordingly, there is only one question that is relevant to determining if this applicant (NAF) has title, right or interest "sufficient" to obtain the requested permits: ***Do the Eckrotres own the intertidal land on which their lot fronts?***

If the answer to this question is "No," than NAF lacks the administrative standing to seek the requested permits, and all local, State and federal agencies, bureaus and boards lack the jurisdiction to consider NAF's permit applications or grant the requested permits or leases.

Here, ***EVERY*** deed in the Eckrotres' chain of title back to 1946, ***including the October 15, 2012 deed***, confirms that the Eckrotres do not have any ownership interest in the intertidal land on which their lot fronts. Rather, ***every deed*** explicitly states that the waterside boundary of the Eckrotres' lot is the "***high water mark***" – conveying no interest in the intertidal flats between the high and low water marks.

⁴ The relevant portion of Belfast Tax Map 29 is attached hereto and incorporated herein as Exhibit 2.

⁵ *Calthorpe v. Abrahamson*, 441 A.2d 284, 287 (Me. 1982) (A grantor can convey effectively by deed only that real property which he owns. See *May v. Labbe*, 114 Me. 374, 96 A. 502 (1916); 6 U. Thompson, Commentaries on the Modern Law of Real Property § 2935 (1962).); *Dorman v. Bates Mfg. Co.*, 82 Me. 438, 448 (1890) (One cannot convey what he does not own. One cannot convey land, nor create an easement in it unless he owns it. An attempt to do so may render him liable on the covenants in his deed, but neither the land nor the easement will pass.); *Eaton v. Town of Wells*, 2000 ME 176 (a person can convey only what is conveyed into them. See *May v. Labbe*, 114 Me. 374, 380 (1916) (However much they may have intended to convey, they conveyed no more than the deeds properly construed conveyed.).

Specifically, the Eckrotes' chain of title (attached hereto and incorporated herein as Exhibit 1) is as follows:

- The 1946 Harriet L. Hartley-to-Fred R. Poor deed states that the waterside boundary is “***along high water of Penobscot Bay***” (i.e. words of exclusion under Maine case law that grant no ownership in the intertidal land) (WCRD at Book 452, Page 205);
- The 1971 Frederick R. Poor-to-William O. and Phyllis J. Poor deed states that the waterside boundary is “***along high-water of Penobscot Bay***” (i.e. granting no ownership in the intertidal land) (WCRD at Book 691, Page 44);
- The 1991 William O. Poor-to-Phyllis J. Poor deed states that the waterside boundary is “***along high-water of Penobscot Bay***” (i.e. granting no ownership in the intertidal land) (WCRD at Book 1228, page 346); and
- The October 15, 2012 deed from the Estate of Phyllis J. Poor to Richard and Janet Eckrote expressly states that the description in this deed is based on an August 31, 2012 survey by Good Deeds. (WCRD at Book 3697, Page 5). That unrecorded survey is incorporated by reference into the 10-15-2012 deed and states that the waterside boundary of the Eckrotes' property is “***along high water***” (i.e. granting no ownership in the intertidal land) (this survey is attached at end of this email).

We are attaching a copy of the August 31, 2012 Good Deeds survey to this Petition to Dismiss, and incorporate this 8-31-2012 survey herein as Exhibit 3.

NAF withheld this unrecorded 8-31-2012 Good Deeds survey from the public, interested parties, and the State, including the Petitioners, the Department and the DACF Bureau of Parks and Lands, until May 16, 2019. (See, e.g. Exhibit 4). On May 16, 2019, NAF finally submitted this survey to the Bureau in response to an Upstream-IMLU challenge to NAF's TRI in the Bureau's submerged lands lease application process. This survey expressly determines that the Eckrotes' waterside boundary is “***along high water***” -- consistent with all of the prior deeds in the Eckrote chain of title going back to 1946. See, e.g. Exhibits 3 and 18.

However, NAF has continued to rely on erroneous language inserted in the October 15, 2012 deed, issued by R. Kenneth Lindell⁶ and Barbara Gray, as Personal Representatives of the Estate of Phyllis J. Poor to Richard and Janet Eckrote, to assert “sufficient TRI” exists in the intertidal land

⁶ R. Kenneth Lindell was convicted of theft, fraud and tax evasion for misappropriating over \$3 million from the estates of two elderly women, including the Estate of Phyllis J. Poor. Now NAF is attempting to use a deed issued by R. Kenneth Lindell to take the intertidal land owned by Jeffrey Mabee and Judith Grace, without payment of compensation or their consent. This Board should reject this effort to steal the Petitioners' intertidal land by NAF.

<https://bangordailynews.com/2019/04/23/news/midcoast/ex-lawmaker-gets-10-years-for-stealing-more-than-3-million-from-widows/>

needed for NAF's pipelines. This deed was written by Attorney Lee Woodward, Esq.,⁷ acting as the attorney for R. Kenneth Lindell, in his capacity as Personal Representative of the Estate of Phyllis J. Poor.

Attorney Woodward, inexplicably changed the description from "**along high-watermark of Penobscot Bay**" (contained in all prior deeds) to "**along said Bay**,"⁸ in the October 15, 2012 Deed, despite the contrary description in the August 31, 2012 Good Deeds survey, which establishes the waterside boundary of this property as "**along high water**," and the contrary language is all prior deeds for this property back to 1946.⁹ (See, Exhibit 3 and expand to 200% to read Eckrote waterside boundary).

NAF has cited the erroneous deed description language to claim that it has "color of title" to the Mabee-Grace intertidal land. However, inclusion of this erroneous language by the attorney for the Personal Representative of the Estate of Phyllis J. Poor (Janet Eckrote's mother) does not convey title to land that Phyllis J. Poor and her predecessors-in-interest never owned. (See, footnote 5, *supra*). Notably, the illustration that defines the boundaries of the Eckrote-NAF Easement, attached as Exhibit A to that Easement Agreement drafted by Attorney Woodward, shows that the easement terminated at the high water mark of the Eckrotes' property – as all deeds in the Eckrote chain of title state the Eckrotes' property, and thus any easement from the Eckrotes, must terminate. (See, Exhibit 5).

More importantly, this erroneous deed description language is superseded by the determination in the 8-31-2012 Good Deeds survey, expressly incorporated by reference into this deed as the basis for the description, that the waterside boundary is "**along high water**." (Exhibit 3). Under controlling Maine case law, the 8-31-2012 survey controls and supersedes any contrary language inserted in the October 15, 2012 deed's description, that inexplicably alters "along high-water mark of Penobscot Bay" (the description in all prior deeds going back to 1946) to "along said Bay".¹⁰ See also, Exhibit 18.

⁷ Attorney Lee Woodward has also: (i) been listed as the attorney representing Richard and Janet Eckrote in the drafting of the unrecorded Easement Agreement Option with NAF (which shows the boundary of the easement terminating at the high water mark of the Eckrote property); (ii) the attorney for the Cassidas on their lease agreement with the NAF; (iii) drafted, with NAF's counsel, the March 3, 2019 letter from Erik Heim to the Eckrotes "amending" the Eckrote Easement (Exhibit 15), which letter purports to "clarify" the boundary of the Eckrote-NAF Easement; and (iv) has served as moderator for NAF at their March 26, 2019 public information meeting.

⁸ The phrase "along said Bay" are words of inclusion suggesting that the property includes title to the intertidal flats down to the low water mark.

⁹ Mr. Woodward also omitted reference to the prior 1946 deed covenant that runs with this property, limiting its use to "residential use only." However, this omission does not nullify the covenant, as discussed more fully below. See, Exhibits 10 and 18, ¶12, f.n. 10.

¹⁰ See, e.g. *Bradstreet v. Winter*, 119 Me. 30, 37-38, 109 A. 482, 485, 1920 Me. LEXIS 41, *12. As the Supreme Judicial Court held in *Bradstreet v. Winter*, *supra*:

In *Ilsley et al v. Kelley*, 113 Me. 497, 94 A. 939, this court held, that "it is firmly established in this State that the survey must govern when its location can be shown, that when land is conveyed by lot, without further descriptions, that the lot lines determine the boundaries of that lot when they can be located;" and also that "if the owner of a parcel of land, through

In 2018, long before Petitioners were aware that NAF was seeking to place its pipelines on their intertidal land and before NAF filed its applications with the State of Maine, NAF was put on notice that this error in the October 15, 2012 deed description could not be the basis for a claim of TRI or an Easement granting rights beyond the high water mark of the Eckrotes' property by: (i) the express terms of the Eckrote-NAF Easement, which by its own terms terminates at the high watermark (see Exhibit A of the Eckrote Easement showing its boundaries end at the high water mark of this lot, attached as Exhibit 5); and (ii) by the April 2, 2018 Good Deeds boundary survey that NAF commissioned, which includes a notation, in all caps, stating that:

SHADED AREA DEPICTS LANDS LOCATED BELOW THE HIGH TIDE LINE. THE DEED FROM THE ESTATE OF PHYLLIS J. POOR TO RICHARD AND JANET ECKROTE DATED OCTOBER 15, 2012, AND RECORDED IN BOOK 3697. PAGE 5 CONTAINS THE LANGUAGE. "...THENCE GENERALLY SOUTHWESTERLY ALONG SAID (PENOBSCOT) BAY A DISTANCE OF FOUR HUNDRED TWENTY-FIVE (425) FEET...."

THE PREVIOUS DEED FROM WILLIAM O. AND PHYLLIS J. POOR TO PHYLLIS J. POOR DATED JULY 1, 1991, RECORDED IN BOOK 1228, PAGE 346 CONTAINS THE LANGUAGE, "...THENCE EASTERLY AND NORTHEASTERLY ALONG HIGH-WATER MARK OF PENOBSCOT BAY FOUR HUNDRED TEN (410) FEET...."

I SUGGEST A LEGAL OPINION OF THE ABILITY OF THE ESTATE OF PHYLLIS J. POOR TO GRANT AN EASEMENT BELOW THE HIGH WATER MARK.

The 2018 Good Deeds survey is thus consistent with the August 31, 2012 Good Deeds survey, which shows that the waterside boundary of the Eckrotes' lot is "along high water." We attach a copy of the 2018 Survey, *withheld by NAF until June 10, 2019*, to this filing for your use and review and incorporate it herein by reference. (See, Exhibit 6, expand the document to 200% to see this warning just below the shaded area adjacent to the Eckrotes' lot and the typed reproduction of the warning attached to this exhibit).

"Sufficient" title, right or interest requires the applicant to have the kind of relationship with the site that gives a legally cognizable expectation of having the power to use and develop the land in the manner that the permit would allow. Here, NAF has failed to make the necessary showing of TRI, but the Department has ignored the facts and law and made a determination of "sufficient TRI" to proceed, despite the plain language of all of the deeds and surveys submitted by Petitioners *and by NAF*. The Department's determination regarding NAF's TRI is unfounded on the record before the Department and will result in a waste of significant individual and taxpayer resources without justification, and damages the Petitioners' rights and property values.

Furthermore, the Department errs in shifting the burden of demonstrating TRI from the applicant, to creating an obligation on a property owner whose land is being misappropriated by an applicant to go to court to prevent a regulatory taking of their land. Indeed, here, *even after the aggrieved*

inadvertance or ignorance of the dividing line, includes a part of an adjoining tract within his enclosure, this does not operate as a disseizin." When a grant or deed of conveyance of land contains an express reference to a certain plan, such plan, in legal construction, becomes a part of the deed, and is subject to no other explanations by extraneous evidence than if all the particulars of the description had been actually inserted in the body of the grant or deed. *The Proprietors of the Kennebec Purchase v. Tiffany*, 1 Me. 219; *McElwee v. Mahlman*, 117 Me. 402, 104 A. 705.

land owners have provided a prior court judgment demonstrating their title to the subject land, the Department has still inexplicably found the NAF has demonstrated “sufficient TRI” to proceed with the permitting process.

Such willful disregard by the Department of the private property rights of Jeffrey Mabee and Judith Grace has no justification under the law of this State, which has long held that:

"[T]he owner of the upland adjoining tide water prima facie owns to low-water mark, and does so in fact ***unless the presumption is rebutted by proof to the contrary.***" *Dunton v. Parker*, 97 Me. 461, 54 A. 1115, 1118 (1903).

Here, the Petitioners have rebutted each and every claim that the Eckrotes and/or NAF have title, right or interest in the intertidal land that NAF proposes to use – including providing NAF and the State with the complete file in a prior court judgment of quiet title in favor of the true owners’ predecessor-in-interest – a judgment that was long-ago recorded in the Waldo County Registry of Deeds, at Book 683, Page 283.

On January 3, 2019, NAF submitted a letter to the Bureau of Parks and Lands (“BPL”), in which they asserted that:

The BPL has no authority or jurisdiction to consider whether any other party can rebut this presumption. See *Southridge [Corp. v. Bd. of Env'tl. Prot.]*, 655 A.2d [345,] at 348 [(Me. 1995)]. Thus, even if Upstream and MLU were correct that other parties have future potential claim to rights in the intertidal or littoral zones, NAF has shown sufficient right, title or interest in the adjacent upland for purposes of the BPL submerged land lease.

This letter misrepresents the meaning of the Law Court’s holding in *Southridge* to support the notion that a State agency or Board is required to issue a lease or permit, based on nothing more than a fabricated claim of title – even if that claim is: (i) demonstrably untrue pursuant to all recorded deeds; (ii) the presumption of upland-lot ownership of the intertidal land is conclusively rebutted by multiple, uncontroverted recorded instruments (including a prior quiet title judgment); and (iii) the applicant knows, or should know, that the claim of TRI is false pursuant to multiple prior surveys and other recorded instruments.

Rather, in *Southridge*, there was a court action for adverse possession relating to the disputed parcel, pending in the York County Superior Court, and Funtown's septic system had existed on the disputed parcel for a long period of time. The Law Court determined, citing *Murray v. Inhabitants of the Town of Lincolnville*, 462 A.2d 40, 43 (Me. 1983), that: “This long established business practice, unchallenged by Southridge for many years provide[d] sufficient evidence of interest to support the administrative determination that Cormier and the entities he represents had standing to seek the after-the-fact permit.” While the Law Court’s *Southridge* decision has been cited for the proposition that a regulatory permitting agency “is not required to adjudicate property disputes,” *Crispin v. Town of Scarborough*, 1998 M. Super. LEXIS 187, •8, the Law Court never endorsed fraud or theft of private property -- ***title to which has been determined in a prior court judgment to belong to someone else in fee simple*** -- nor did the Law Court require or condone local or State permitting agencies to ignore a prior court judgment to quiet title to the disputed property or a recorded Conservation Easement imposed by the record fee simple owners to protect the land in its natural condition.

As the Superior Court for Cumberland County noted in *Collins v. State*, 2004 Me. Super. LEXIS 251, at *6 -*7:

This [TRI] requirement is akin to the standing requirement for judicial action. The Law Court, in *Murray v. Inhabitants of the Town of Lincolnville*, 462 A.2d 40 (Me. 1983), clarified the concept of administrative standing and its role as “an administrative and valid condition for applicant eligibility.” *Id.* at 43 (quoting *Walsh v. City of Brewer*, 315 A.2d 200, 207 (Me. 1974)). In that case, the court stated that “an applicant for a license or permit to use property in certain ways must have the kind of relationship to the site that gives him a legally cognizable expectation of having the power to use the site in ways that would be authorized by the permit or license he seeks.” *Id.* (internal citations omitted).

The requirement that the applicant provide evidence of TRI is not discretionary; it is jurisdictional and mandated by law.

As the Law Court noted in *Walsh v. City of Brewer*, 315 A.2d at 211: “standing is ‘conceptually antecedent to the consideration of whether a Court has a jurisdiction of the subject-matter.’ . . .” Standing is uniquely interwoven with subject-matter jurisdiction and can be raised for the first time even at the appellate level. *See, Nichols v. Rockland*, 324 A.2d 285, 296, 1974 Me. LEXIS 315, *3. Standing and jurisdiction are inextricably intertwined.

Unless, however, it is alleged, and made to appear, that plaintiff has a relationship to the land qualifying him as a proper "applicant" under the regulatory ordinances -- on the basis of which it becomes at least arguable that plaintiff (upon appropriate findings that he has fulfilled all other regulatory requirements) has legal entitlement to a license and permit which could constitute the "property" rights cognizable in a Court of equity, -- there is absent a necessary condition of *equity* subject-matter jurisdiction.

Walsh v. City of Brewer, 315 A.2d at 210, 1974 LEXIS 355, *26.

In order for NAF to have the administrative standing to obtain any of the necessary permits from this Board, NAF must be able to demonstrate that it has **actual** (not just apparent or “colorable”) TRI in “all of the property that is proposed for development or use” for its pipelines. Having TRI is an objectively provable or *disprovable* fact – not a matter of mere bureaucratic fiat or discretion. Only actual TRI can create “a legally cognizable expectation of having the power to use the site in ways that would be authorized by the permit or license” sought. *Collins v. State, supra*.

A justiciable controversy involves a claim of present and fixed rights based upon an existing state of facts. "Accordingly, rights must be declared upon the existing state of facts and not upon a state of facts that may or may not arise in the future." *Campaign for Sensible Transp. v. Maine Turnpike Auth.*, 658 A.2d 213, 215 (Me. 1995) (quoting *Connors v. International Harvester Credit Corp.*, 447 A.2d 822, 824 (Me. 1982)).

Madore v. Maine Land Use Regulation Comm'n, 1998 ME 178, 715 A.2d 157, 160, 1998 Me. LEXIS 175, *6.

Here, a tentative agency determination that NAF has submitted “sufficient” proof that it has TRI to continue to process and consider its applications does not mean that the applicant has actual TRI or sufficient administrative standing to confer jurisdiction on this Board to proceed. State agencies

cannot ignore proof, established by public record deeds and a prior court judgment, that an applicant and/or the property owner on which the applicant's TRI is based (through an unrecorded option, lease or easement) lack the requisite TRI in the subject property to create a cognizable expectation of being able to use the property in the ways authorized by the lease or permits sought.

In other words, the State can't ignore proof that someone else owns the property that the applicant wants to use.

II. IN FINDING "SUFFICIENT" TRI, THE DEPARTMENT IGNORED THE WALDO COUNTY SUPERIOR COURT'S 1970 JUDGMENT IN A PRIOR QUIET TITLE ACTION

In making its erroneous determination that NAF has "demonstrated sufficient TRI to be processed" on June 13, 2019, the Department stated in relevant part that:

The TRI provision cannot, however, be interpreted as compelling the Department to perform an exacting legal analysis of competing ownership claims to determine the ultimate ownership of a property. *The ultimate conclusion can only be made by a court.* Moreover, the Department rejects any such interpretation as directly counter to the purpose of the TRI provision and cannot afford to allow its permitting proceedings to be transformed into the equivalent of an administrative agency quiet title action. . . .

June 13, 2019 Letter from Kevin Martin, p. 1-2 (emphasis supplied).

However, in making this determination, the Department ignored the fact that the Waldo County Superior Court has already entered a judgment in a quiet title action regarding this property on June 26, 1970. (Exhibit 7). The Final Judgment entered by Justice Silsby determined that Winston C. Ferris was the owner in fee simple of all of the land described in that action, which includes all of the intertidal land on, under or over which NAF proposes to place its industrial pipelines. Based on this judgment, this intertidal land is now owned in fee simple by Winston C. Ferris' successors-in-interest, Jeffrey R. Mabee and Judith B. Grace. Waldo County Registry of Deeds, at Book 683, Page 283; Exhibits 7, 8 and 16. The Department offers no justification or explanation for its refusal to give effect to this prior 1970 judgment that resolved the question of who owns this land.

Petitioners respectfully submit that just as the Department cannot afford to allow its permitting proceedings to be transformed into the equivalent of an administrative agency quiet title action; the Department has no authority to transform its permitting process into an appellate process to undo a quiet title judgment forty-nine (49) years after that judgment is entered by a court of competent jurisdiction.

A. Mabee-Grace Chain of Title

If the Eckrotes do not own the intertidal land on which their lot fronts, who does? While this question is irrelevant to a determination of whether the Eckrotes and, through them, NAF has the necessary TRI to seek and obtain permits from local, state or federal regulators, this question is one that the Department has erroneously considered in its June 13, 2019 TRO letter.

The Department's inquiry should have ended once it saw that the Eckrotes do not own the intertidal land on which their lot fronts, pursuant to the plain wording of all deeds in the Eckrotes' chain of

title, including the October 15, 2012 deed as clarified by the August 31, 2012 Good Deeds survey. See, Exhibit 3.

However, the Department has erred in asking the superfluous question of whether or not sufficient evidence exists to demonstrate that Jeffrey Mabee and Judith Grace own the intertidal land on which the Eckrotes' lot fronts. The answer to this question is that Jeffrey R. Mabee and Judith B. Grace have demonstrated their ownership in this intertidal land by: (i) submitting the relevant deeds from the Waldo County Registry of Deeds from the Mabee-Grace chain of title into the record before the Department (Exhibit 16); and (ii) more importantly, by submitting a judgment from a 1970 quiet title action that declared that Winston C. Ferris, their predecessor in interest was the owner in fee simple of this land (Exhibits 7 and 8). But this is not a question that need be answered prior to dismissing NAF's applications for lack of TRI.

Both NAF and Upstream-IMLU submitted deeds and summaries relating to the Mabee-Grace chain of title to the Department. The submissions of both NAF and Upstream-IMLU showed that Arthur Hartley acquired title to a large tract of land in Belfast, Maine in 1924, from Eva T. and Edwin D. Burd. Book 343, Page 497. Subsequently, Arthur Hartley, who was then already married to Harriet L. Hartley, wanted to add his wife to the deed as a joint tenant with him. To accomplish this, the law required him to transfer the property out of his possession and then have it re-conveyed to Harriet and him as joint tenants. (Exhibit 16).

On August 27, 1934, Arthur Hartley performed this "straw man" transaction and transferred his land – for less than a day – to Genevieve Hargrave. Waldo County Registry of Deed, at Book 386, Page 452. *Id.* Ms. Hargrave was Harriet Hartley's sister (See, 1900 and 1930 Census documents attached as Exhibit 9). On the same day on which Arthur Hartley transferred title to his land to Ms. Hargrave (August 27, 1934), Genevieve Hargrave conveyed the property *back* to Arthur Hartley and Harriet L. Hartley, his wife, as joint tenants through a quitclaim deed. Waldo County Registry of Deed, at Book 386, Page 453. (Exhibit 16). The purpose of this same-day transaction was to add Arthur's wife (Harriet) to the deed as a joint tenant. The deed from Genevieve Hargrave back to Arthur Hartley and Harriet L. Hartley, his wife, states in relevant part that this conveyance is as joint tenants: "and the survivor of them as joint tenants and not as tenants in common, their heirs and assigns forever." *Id.*

After Arthur's death less than a year later, Harriet L. Hartley owned all of the land covered by the Hargrave-Hartley deed in fee simple.

Harriet L. Hartley subsequently conveyed portions of this land out in 1946 – expressly retaining title to the intertidal land nearest to her Little River homestead property through use of words of *exclusion* (e.g. "along high water mark of Penobscot Bay") in the Fred R. Poor deed, dated January 25, 1946, and notarized on June 19, 1946; while including the flats adjacent to a tract of land further down the shore, in the conveyance to Sam Cassida on October 25, 1946. Compare, Waldo County Registry of Deeds, at Book 452, Page 205 to Book 438, Page 497. (See, Exhibit 16 for relevant deeds; and Exhibit 18, last page attachment (1963 Belfast Tax Map with configurations of the upland land, south of Atlantic Highway, conveyed by Harriet L. Hartley to Fred R. Poor and Sam W. Cassida in 1946).

Thus, Harriet L. Hartley demonstrated by these contrasting, contemporaneous choices, relating to whether to convey or not convey the flats, that she knew what words to include in a deed to express such an intent. She expressed her intent to convey the flats by using words of inclusion and express statements of intent relating to conveyance of the “flats” in the Sam Cassida deed, dated October 25, 1946, stating: “Also conveying whatever right, title or interest I may have in and to the land between high and low water marks of Penobscot Bay in front of the above described lot.” See, Waldo County Registry of Deeds, at Book 438, Page 497. (See also, Second and Third Opinion Letters of Donald R. Richards, P.L.S., L.F. attached as Exhibits 10 and 11; and Exhibit 18).

On September 22, 1950, Harriet L. Hartley conveyed the Little River homestead property, including all of the retained intertidal land, to William P. and Pauline H. Butler. This parcel included the current Mabee-Grace parcel and homestead, as well as the land now owned by Larry Theye and Betty Becker-Theye. Book 474, Page 387. An examination of the deeds of the Hartley conveyances from 1946 forward demonstrates that the retained intertidal land included all of the flats from the mouth of the Little River to what is now the Morgan-Helmers boundary line. See, e.g. Second and Third Opinion Letters of Don R. Richards, P.L.S., L.F. (Exhibits 10, 11 and 18, with attached tax map excerpts) and excerpt from Belfast Tax Map 29, attached as Exhibit 2.

On May 13, 1961, the Hartley homestead parcel was conveyed from the Butlers to Ernest J. Bell and Marjorie M. Bell as joint tenants. (Waldo County Registry of Deeds, at Book 587, Page 100). See, Exhibit 16. The Bells then sold the portion of this property that is currently owned by Larry Theye and Betty Becker-Theye, on May 18, 1964, to John Joseph Grady and Catherine Grady. The Bells retained title to all of the intertidal land when making this conveyance to the Gradys – conveying only to the high water mark in the Grady deed. (Waldo County Registry of Deeds, at Book 621, Page 288). *Id.*

After Ernest Bell’s death, Marjorie Bell conveyed the remaining Hartley Little River homestead property, including all intertidal flats, to Willis C. Trainor and Virginia K. Trainor, as joint tenants, on October 17, 1966. (Waldo County Registry of Deeds, at Book 652, Page 116), *Id.*

On September 1, 1967, the Trainors conveyed the Hartley Little River homestead property, including all intertidal flats, to Snelling S. Robinson. (Waldo County Registry of Deeds, at Book 663, Page 98), *Id.*

An Executor’s and Trustee’s Deed was issued by the Estate of Snelling S. Robinson to Winston C. Ferris on March 19, 1970. (Waldo County Registry of Deeds, at Book 680, Page 688), *Id.*

B. Ferris v. Hargrave Quiet Title Action

Shortly thereafter, on or about April 10, 1970, Winston C. Ferris filed a quiet title action against Genevieve Hargrave in the Waldo County Superior Court. A clerk’s certificate for this complaint is recorded in the Waldo County Registry of Deeds at Book 680, Page 1112. Final Judgment in this action was entered on June 26, 1970 and is recorded in the Waldo County Registry of Deeds, at Book 683, Page 283. See, Exhibit 8.

The 1970 quiet title action was filed by Winston G. Ferris in April of 1970 (during the period that Fred R. Poor still owned the Eckrote property conveyed by Harriet L. Hartley, M.D. to Fred R. Poor in 1946). Waldo County Registry of Deeds at Book 452, Page 205.

The 1970 quiet title action was styled:

“Winston G. Ferris v. Genevieve E. Hargrave, whereabouts unknown but whose last address was in Philadelphia, County of Philadelphia, State of Pennsylvania, her heirs, legal representatives, devisees, assigns, trustees in bankruptcy, disseizors, creditors, lienors, and grantees, and any and all other persons unascertained, not in being or unknown or out of State, and all other persons whomsoever who claim or may claim any right, title, or interest or estate, legal or equitable, in the within described land and real estate through or under said defendants.”

(emphasis supplied); Exhibit 7.

Winston Ferris’ stated reason for filing this quiet title action against Genevieve Hargrave and the other enumerated defendants was as follows:

4. Your Plaintiff is concerned that some person or persons may claim that the said Defendant, Genevieve E. Hargrave, was not a single person at the time of the conveyance by her to Arthur Hartley and Harriet L. Hartley, as joint tenants, on August 27, 1934, which the Plaintiff denies but which the Plaintiff cannot prove without the production of certain evidence. Your Plaintiff is apprehensive that in the event the said Genevieve E. Hargrave was not a single person at the time of the aforesaid conveyance but was a married woman, that some person may claim some right, title interest or estate in the land which is the subject of this action.

WHEREFORE, the Plaintiff demands judgment against the Defendants that:

1. They ***and every person claiming through or under them be barred from all claims to any right, title, interest or estate in the above described real property of the Plaintiff.***

2. The Plaintiff is vested with title to the above described real property in fee simple, free and clear of all claims by the Defendant or any person claiming by through or under her, which judgment shall operate directly on the land and shall have the force of a release made by or on behalf, of the Defendant and all persons claiming by, through or under her of all claims inconsistent with the title established or declare hereby.

Ferris v. Hargrave Complaint (Waldo County Superior Court Docket Number 11,275, pp. 4-5 (emphasis supplied); Exhibit 7.

On June 19, 1970, pursuant to 14 M.R.S.A. § 6656,¹¹ the Superior Court appointed a *Guardian Ad Litem*, Roger F. Blake, Esquire, of Belfast, Maine, to represent all of the defendants in this quiet

¹¹ 14 M.R.S.A. §6656 provides as follows:

§6656. Service on missing defendant; agent; expenses

Service in such action shall be as provided in section 6653. Notice given under this section shall be constructive service on all the defendants. If, after notice has been given or served as ordered by the court and the time limited in such notice for the appearance of the defendants has expired, the court finds that there are or may be defendants who have not

title action “for any Defendants who have not been actually served with process and who have not appeared in this action.” (Order appointed Robert F. Blake, Esq. as *Guardian Ad Litem* and Acceptance of Appointment, p. 2); *Id.* Mr. Blake filed an answer denying all allegations in the Complaint on behalf of all defendants and moved to dismiss the Complaint. Subsequently, the Superior Court (The Honorable William S. Silsby, Justice presiding) entered Final Judgment in favor of the Plaintiff, Winston Ferris, on June 26, 1970.¹² (Exhibit 7).

This final judgment, ORDERED, ADJUDGED AND DECREED that:

1. The defendants and every person claiming by, through or under them, be barred from all claims to any right, title, interest or estate in the following described land and real estate:

A certain lot or parcel of land, together with the buildings thereon, commonly known and designated as The Little River Inn, situated in Belfast, in the County of Waldo and State of Maine, on the easterly side of the Atlantic Highway, and being bounded and described as follows, to wit:

Northerly by land of Fred R. Poor; Easterly by Penobscot Bay;^[13]
Southerly by Little River and Westerly by the Atlantic Highway, so called.

(Exhibits 7 and 8). The property that was the subject of the quiet title action is the current Mabee-Grace parcel, including all intertidal flats retained by the predecessors in interest of Mabee-Grace, which include the intertidal land on which Tax Map 29, lots 35, 36, 37 and 38 front (Exhibits 2 and 16).

The description only excepted a single parcel of land. Specifically, the description excluded the lot that had been previously conveyed on May 18, 1964 to John Joseph Grady and Catherine E. Grady from Ernest J. Bell and Marjorie E. Bell, recorded in the Waldo County Registry of Deeds at Book 621, Page 288. (Exhibit 7). The current owners of this excepted parcel are Larry Theye and Betty Becker-Theye. See, Theye Chain of Title, Book 1303, Page 184. (Exhibit 2). As noted above, the waterside boundary of this property, as conveyed by Bell to Grady, and thereafter conveyed through to the current Theye deed, terminates at the high water mark of Penobscot Bay. (Exhibit 16).

been actually served with process and who have not appeared in the action, it may of its own motion, or on the representation of any party, appoint an agent, guardian ad litem or next friend for any such defendant, and if any such defendants have or may have conflicting interests, it may appoint different agents, guardians ad litem or next friends to represent them. The cost of appearance of any such agent, guardian ad litem or next friend, including the compensation of his counsel, shall be determined by the court and paid by the plaintiff, against whom execution may issue therefor in the name of the agent, guardian ad litem or next friend.

¹² Both recorded documents from the Waldo County Registry of Deeds are attached to this filing for your use and convenience as Exhibit 8.

¹³ These are words of inclusion that include ownership of all of the intertidal land (flats), between the high and low water mark. (Exhibits 10 and 18).

Accordingly, the excepted Theye lot includes no intertidal rights, other than the common law rights retained by the public to fish, fowl and navigate in this intertidal area, as protected under the Colonial Ordinance of 1641-1647.

The June 26, 1970 Final Decree declared that the Plaintiff, Winston Ferris, “is vested with title to the above described land and real estate in fee simple.” (Exhibit 7 and 8).

Thus, this 1970 quiet title judgment removed any asserted ambiguity in the deeds and definitively establishes that Jeffrey Mabee and Judith Grace, as successors in interest to Winston Ferris, own, in fee simple, all of the intertidal land from the mouth of the Little River to the Northern waterside boundary of the Morgan-Helmets lots (which was the Northern waterside boundary of the intertidal land retained by Dr. Harriet L. Hartley in the Harriet L. Hartley-Fred R. Poor 1946 conveyance, as shown on the 1963 tax map attached as Exhibit 17). See, e.g. Second and Third Opinion Letters of Donald R. Richards, P.L.S., L.F. (Exhibits 10, 11 and 18).

This prior quiet title action by Winston C. Ferris controls and determines ownership of the current Mabee-Grace parcel and flats and confirms the conclusion in Donald R. Richards’ survey opinions that Petitioners are the true owners, in fee simple, of the intertidal flats from the mouth of the Little River to the Morgan-Helmets line – including all flats on which the Eckrote lot (Tax Map 29, lot 36) fronts and NAF seeks permits to place its three pipelines. The Complaint Abstract and Final Judgment were obtained from the publicly recorded instruments in the Waldo County Registry of Deeds. These materials provide additional, publicly available, support for dismissing NAF’s applications for lack of TRI.

These recorded documents, as well as the complete case file from the Maine State Archives for the 1970 *Ferris v. Hargrave* quiet title action, were submitted to the Department on June 12, 2019, as evidence in support of the Petitioners’ challenge to NAF’s TRI. However, on June 13, 2019, the Department issued its letter finding that NAF had demonstrated “sufficient TRI.” In making this determination, the Department never referenced the *Ferris v. Hargrave* judgment in its letter. The Department erred in not dismissing NAF’s applications for lack of TR based on this prior judgment in *Ferris v. Hargrave*.

C. NAF’s Claims Relating to Releases From “Hartley Heirs”

To support its claims of TRI, NAF submitted unrecorded and heavily redacted “release deeds” to the Department with its June 10, 2019 filing, which is included in NAF’s 144 page pdf in support of TRI.¹⁴ (Submitted here as Exhibit 12). NAF asserts that these unrecorded instruments in some way release to NAF, whatever retained rights in the intertidal land that the unidentified persons executing them, identified by NAF as heirs of “Harriet A. Hartley” (not Harriet L. Hartley) have in the intertidal land on which the Eckrotes’ lot fronts.

There is no “Harriet A. Hartley” appearing in the chain of title to any of the properties of interest in this matter. Heirs of “Harriet A. Hartley” can therefore have nothing to convey that has any bearing on the NAF application. The “Release Deeds” recently filed by NAF are immaterial to curing NAF’s lack of TRI.

¹⁴ <https://www.maine.gov/dep/ftp/projects/nordic/applications/TRI%20supplement/19-06-10%20Tourangeau%20-%20Loyzim.pdf>

Further, assuming that the submitted “release deeds” are a mis-drafted attempt to portray something conveyed by “Harriet L. Hartley,” NAF still cannot cure its lack of TRI by obtaining these release deeds, because the only retained rights that Harriet L. Hartley’s heirs have under the controlling deeds is a right to enforce the 1946 “residential use only” covenant on the Eckrotes’ upland property, that is contained in the Harriet L Hartley-Fred R. Poor Deed. That covenant limits the use of this lot to “residential use only” and requires the agreement of Harriet L. Hartley, her heirs or assigns to conduct any “for profit business” on this lot. See, Waldo County Registry of Deeds, at Book 452 at Page 206.

As assigns of Harriet L. Hartley, through her transfer of title and all rights in this land to their predecessors in interest, Jeffrey Mabee and Judith Grace have already placed the Eckrotes on written notice that they do not agree with the proposed use of the Eckrote lot for NAF’s for-profit business. Thus, the Eckrotes’ Easement violates the 1946 Hartley Covenant by authorizing a non-residential use of their upland lot by NAF.

Grantors Lindell and Gray omitted any specific reference to the Harriet L. Hartley-Fred R. Poor deed (Waldo County Registry of Deeds, at Book 452, Page 205) and/or the 1946 “residential use only” covenant in the October 15, 2012 deed from the Estate of Phyllis J. Poor to Janet and Richard Eckrote. However, the covenant runs with the land and still is enforceable by Harriet L. Hartley’s heir and/or assigns,¹⁵ including Jeffrey Mabee and Judith Grace. (Exhibit 18, ¶12, f.n. 10).

Curiously, in obtaining the “releases,” NAF has failed to secure any agreement from the alleged “Hartley heirs” that would agree to the Eckrotes’ violation of the “residential use only” covenant by placing accessories structures for a for-profit business on the Eckrotes’ lot. Nothing in the redacted releases attached at pages 135-144 of NAF’s June 10, 2019 filing conveys any such agreement.¹⁶

Rather, the releases claim to give whatever title, right and interest that these unidentified “Hartley heirs” have in the intertidal land. Each of the four “release deeds” states in relevant part that: “Meaning and intending to convey, and hereby conveying any and all right, title and interest which I have in and to said lands by virtue of being [blacked out]”). ***However, like the Eckrotes, no Hartley heirs – real or imagined – have any retained rights in the intertidal land on which the Eckrotes’ lot front to convey to NAF.***

Even actual heirs of Harriet L. Hartley have no title, right or interest in these intertidal lands to convey to NAF for two reasons.

¹⁵ Black’s Law Dictionary defines “assigns” as: “Assignees; those to whom property shall have been transferred. Now seldom used except in the phrase, in deeds, “heirs, administrators, and assigns.” *Grant v. Carpenter*, 8 R. I. 36; *Baily v. De Crespigny*, 10 Best. & S. 12.” <https://thelawdictionary.org/assigns/>

¹⁶ Further, neither the Eckrotes nor NAF have sought or obtained agreement from Harriet L. Hartley’s assigns to allow a non-residential use of the Eckrotes upland lot for the placement of industrial pipelines that are essential accessory structures of a for-profit business on this lot in contravention of the express covenant in the deed from Harriet L. Hartley to Fred R. Poor, dated January 25, 1946. Book 452, Page 206. Those assigns include Jeffrey Mabee, Judith Grace, Larry Theye and Betty Becker-Theye.

First, Harriet L. Hartley conveyed all of her interest in her Little River homestead, including all rights in the intertidal flats, to William P. and Pauline H. Butler on September 22, 1950. The only mention of Hartley heirs in the deed conveying this property to the Butlers states in relevant part that:

. . . And I do covenant with the said grantees, heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances; that I have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that ***I and my heirs shall and will warrant and defend the same to the said Grantees, the heirs and assigns of the survivor of them, forever, against the lawful claims and demands of all persons.***

(Waldo County Registry of Deeds, at Book 474, Page 387) (emphasis supplied).

Thus, the alleged releases from “Hartley heirs”, if provided by actual heirs of Harriet L. Hartley, would be a repudiation and violation of the obligations of these heirs under the Harley-Butler deed – obligations and covenants that were intended to run with the land from Harriet L. Hartley and her true heirs.

Second, the Release deeds that NAF obtained from the supposed heirs of Harriet *A.* Hartley are based on the Hargrave deed that was the subject of the 1970 *Ferris v. Hargrave* quiet title action. Specifically, the release deeds all contain the same language from each “Hartley heir” stating in relevant part that, as Grantors, the release deeds are based on: “all of the Grantor’s right, title and interest in and to certain lands in Belfast, Waldo County, Maine, being described in a deed from Genevieve E. Hargrave to Arthur Hartley and Harriet L. Hartley dated August 27, 1934 and recorded in the Waldo County Registry of Deeds in Book 386, Page 453.” (Exhibit 15).

Thus, the Hartley heirs acknowledge that they are basing any claims they have to intertidal land on the Hargrave deed to Arthur Hartley and Harriet L. Hartley. Yet, that deed was the subject of the 1970 *Ferris v. Hargrave* judgment. Any and all “Hartley heirs” are also “Hargrave heirs” – since Genevieve Hargrave was Harriet L. Hartley’s sister, and these heirs are precisely the claimants -- i.e. relatives or heirs of Genevieve Hargrave who are asserting claims “through and under” the Hargrave deed -- that the *Ferris* quiet title action was filed to extinguish and precisely the claimants whose claims of TRI were and are barred by the 1970 *Ferris* final judgment. (See, e.g. 1900 and 1930 U.S. Census Documents, attached as Exhibit 9 referencing the relationship between Harriet L. Hargrave Brierly Hartley and Genevieve Hargrave; and Exhibits 7 and 8).

As such, these “Hargrave heirs” are bound by the *Ferris* quiet title action and Final Decree. Consequently, by operation of the express terms in the Final Decree entered on June 26, 1970, any and all “Hartley heirs” are barred from any and all claims of title, right, interest or estate in any lands covered by the Hargrave deed, pursuant to the Final Decree entered on June 26, 1970. See, Waldo County Registry of Deeds, at Book 683, Page 283; Exhibit 7.

Even in the absence of the 1970 Final Decree these remote heirs would not have the legal authority to grant title, right or interest to NAF in the intertidal lands owned by Jeffrey Mabee and Judith Grace. These heirs cannot convey title, rights and interests that they do not themselves have. See authorities cited in footnote 5.

The doctrines of *res judicata* and *collateral estoppel* bar any collateral claim to title, right or interest in the intertidal land covered by the June 26, 1970 Final Judgment, as this land was

included in the land described in this quiet title action, and the Eckrotes, NAF, and the purported “Hartley heirs” were all defendants within the scope and meaning of the 1970 quiet title action. The interests of all parties who fall within the enumerated scope of the defendants in the 1970 action were represented and asserted by the *Guardian Ad Litem* appointed by the Superior Court at that time, Roger F. Blake, Esquire. Consequently, the purported Hartley heirs, the Eckrotes and NAF are all barred from asserting any claim of title, right, interest or estate in this land, pursuant to the plain meaning of the Final Judgment entered in that action.¹⁷

Whether NAF and its agents were unaware of this Final Judgment in the *Ferris* quiet title action or have withheld it in their submissions is of no relevance to resolution of the issue of TRI. Under no circumstances could heirs of Harriet L. Hartley defeat the fee simple title, right and interest of the true owners of this intertidal land – Jeffrey Mabee and Judith Grace – by granting release deed to NAF (recorded or unrecorded). It is telling that neither NAF nor the Department submit or cite any case authority to suggest to the contrary – as no such authority exists. It has never been the law in this State or this nation, that rights in real property, conveyed by, and recorded in, deeds and other legal instruments, can be defeated by an unrecorded release of unknown, unsworn and unverified claims of title, right and interest, provided by grantors whose identities, standing and relationship to the land and the parties who had prior title, right or interest in said land are concealed. This is particularly true where, as here, the release is made in a heavily redacted, unrecorded instrument, asserting an interest through or under a person who is not on any prior deed (Harriet A. Hartley, not Harriet L. Hartley) and all relevant information about the persons issuing the releases is concealed from public scrutiny, without any explanation or justification for concealing the identities of those allegedly granting the releases.

In sum, the Department erred in finding the NAF had demonstrated sufficient TRI, and in failing to give the 1970 quiet title judgment the weight required by law.

¹⁷ See the discussion of the doctrines of *res judicata*, issue preclusion and *collateral estoppel* in the Law Court’s decision in *Pushard v. Bank of Am., N.A.*, 2017 ME 230, P19, 173 A.3d 103, 111, 2017 Me. LEXIS 262, *12, 2017 WL 6334177:

"The doctrine of *res judicata* . . . is a court-made collection of rules designed to ensure that the same matter will not be litigated more than once." *Beegan v. Schmidt*, 451 A.2d 642, 643-44 (Me. 1982). The term "*res judicata*" encompasses two different legal theories: claim preclusion, or "bar"; and issue preclusion, or "*collateral estoppel*." *Id.* at 644; *see Wilmington Tr. Co. v. Sullivan-Thorne*, 2013 ME 94, ¶ 7, 81 A.3d 371. Claim preclusion "prohibits relitigation of an entire 'cause of action' between the same parties or their privies, once a valid final judgment has been rendered in an earlier suit on the same cause of action"; and issue preclusion "prevents the reopening in a second action of an issue of fact actually litigated and decided in an earlier case." *Beegan*, 451 A.2d at 644; *see Macomber v. MacQuinn-Tweedie*, 2003 ME 121, ¶ 22, 834 A.2d 131 (HN15 "The *collateral estoppel* prong of *res judicata* is focused on factual issues, not claims . . .").

III. THE INTERTIDAL LAND NAF SEEKS PERMITS TO USE IS PROTECTED IN ITS NATURAL CONDITION BY A CONSERVATION EASEMENT

The true owners of the intertidal land on which the Eckrotes' upland lot fronts, Jeffrey R. Mabee and Judith B. Grace, do not consent to the placement of NAF's industrial pipelines on any portion of their land, including their intertidal land. To ensure the protection and preservation of their intertidal land in its natural condition, Petitioners have placed the portion of their intertidal land from the Little River to the North side of the Eckrote upland lot under a Conservation Easement to protect and preserve this land in its current natural condition, free of any commercial or industrial, accessory or principal structures, in perpetuity. The Holder of that Conservation Easement is Upstream Watch. That Conservation Easement is recorded in the Waldo County Registry of Deeds, at Book 4367, Page 273; Exhibits 13 and 14.

The Department erred in ignoring this Conservation Easement, imposed by the lawful owners of this intertidal land. This recorded Conservation Easement cannot be nullified by an unrecorded option to acquire an easement, from land owners whose lot terminates at the high water mark of their property and whose Easement terminates at the high water mark. See e.g. Exhibit A of the Eckrote-NAF Easement that shows the Easement terminates at the high water mark. (Exhibit 5).

CONCLUSION

It is contrary to the public interest for the limited resources of this Board to be expended reviewing the voluminous permit applications submitted by this applicant, when this applicant lacks "the kind of relationship to the site that gives him a legally cognizable expectation of having the power to use the site in ways that would be authorized by the permit or license he seeks." *Walsh v. City of Brewer*, 315 A.2d 200, 207 (Me. 1974); *Murray v. Inhabitants of the Town of Lincolnville*, 462 A.2d 40 (Me. 1983). Proceeding to consider permits on, over, or under this intertidal land is slandering the title to land owned by the Petitioners and injuring the value and marketability of their property. Granting permits that would allow NAF to misappropriate the intertidal land owned in fee simple by Jeffrey Mabee and Judith Grace, would constitute a regulatory taking of privately owned land for the benefit of another private corporate entity. Such a taking is contrary to public policy in this State and, without prior payment of just compensation, would violate the Fifth Amendment to the U.S. Constitution and Article I, Section 21 of the Maine Constitution. See, *Knick v. Township of Scott*, 588 U.S. ____ (June 21, 2019).

For the forgoing reasons, Jeffrey Mabee and Judith Grace respectfully assert that the Board lacks jurisdiction to conduct a substantive review of the above-referenced permit applications because the applicant NAF does not have title, right or interest in the intertidal lands on which they propose to put their three pipelines. NAF's defects in TRI for its current (third) proposed pipelines route are numerous, fatal and incurable. A court already has made a determination and entered a judgment declaring that Winston C. Ferris, a predecessor in interest of Jeffrey Mabee and Judith Grace, owned all of the land described by that suit, which includes all of the intertidal land at issue here, in fee simple. As successors-in-interest of Winston C. Ferris, Petitioners own this land in fee simple as a consequence of that judgment. That judgment must be given effect and honored, pursuant to the doctrine of *res judicata*.

Petitioners request that the Board dismiss NAF's applications for lack of TRI, pursuant to 06-096 C.M.R. ch. 2 §11(D), based on the record submitted to the Department and this Board. In the alternative, Petitioners request that, prior to any substantive review of these applications proceeding, that the Board conduct an adjudicatory hearing on the specific issue of NAF's TRI, prior to expending any further public or private resources on the substantive review of NAF's permit applications.

Respectfully submitted,



Kimberly J. Ervin Tucker
Counsel for Jeffrey Mabee and Judith Grace
Maine Bar No. 6969
48 Harbour Pointe Drive
Lincolnton, Maine 04849
k.ervintucker@gmail.com
P: 202-841-5439

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2. Excerpt from Belfast Tax Map 29
3. August 31, 2012 Good Deeds Survey
4. NAF Facebook Post from 5-8-2019
5. Exhibit A to Eckrote-NAF Easement
6. April 2, 2018 Good Deeds Survey
7. *Ferris v. Hargrave* Case File from Maine State Archives
8. Composite Exhibit of *Ferris v. Hargrave* Clerk's Certificate and Abstract of Complaint (Book 680, Page 1112) and Final Judgment (Book 683, Page 283)
9. 1900 and 1930 Census documents
10. Second Opinion Letter of Donald R. Richards, P.L.S., L.F.
11. Third Opinion Letter of Donald R. Richards, P.L.S., L.F.
12. Blacked-out, redacted "Release Deeds" from Unidentified Persons
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14. Color Picture of Exhibit B of Conservation Easement
15. Composite exhibit of transmitting emails from Attorneys Tourangeau and Woodward with letters to create TRI submitted to DACF-BPL in March 2019 by NAF
16. Mabee-Grace Chain of Title
17. 1963 Belfast Tax Map
18. July 12, 2019 Affidavit and Professional Report of Donald R. Richards, P.L.S., L.F.

EXHIBIT

1

ECKROTE CHAIN OF TITLE AND DEED RESTRICTIONS
RELEVANT TO THE WATERSIDE BOUNDARY

From: Eva T. Burd and Edwin D. Burd
To: Arthur Hartley
By: Warranty deed
Book 343, Page 497
Dated: 3-3-1924
Includes but not limited to: Tax Map 29,
Lots 34, 35, 36, 37 and 38 + all adjacent intertidal flats



From: Arthur Hartley
To: Genevieve E. Hargrave
By: Warranty deed
Book 386, Page 452
Dated: August 27, 1934
Includes but not limited to: Tax Map 29,
Lots 34, 35, 36, 37 and 38
+ all adjacent intertidal flats



From: Genevieve E. Hartley
To: Arthur Hartley and Harriet L. Hartley,
As Joint Tenants
By: Quitclaim deed with covenant
Book 386, Page 453
Dated: August 27, 1934
Includes but not limited to: Tax Map 29,
Lots 34, 35, 36, 37 and 38
+ all adjacent intertidal flats



Harriet L. Hartley became sole owner upon
Arthur Hartley's death on 2-10-1935
Includes but not limited to: Tax Map 29,
Lots 34, 35, 36, 37 and 38
+ all adjacent intertidal flats



From: Harriet L. Hartley
To: Fred R. Poor
By: Warranty deed
Book 452, Page 205
Dated: 1-25-1946
Includes: Tax Map 29,
Lots 36 and waterside portion of 35
Excludes intertidal flats, limited to
"along high water mark of Penobscot Bay"





FROM: Frederick R. Poor
TO: William O. Poor and Phyllis J. Poor, husband and wife
By: Warranty Deed
DATED: 7-28-1971
Book 691, Page 44

RELEVANT DEED LANGUAGE:

“ . . . thence easterly and northeasterly along high-water mark of Penobscot Bay four hundred ten (410) feet, more or less, to the point at the outlet of a gully; . . .

Meaning and intending to convey and hereby conveying the same premises described In a deed from Harriet L. Hartley to said Frederick R. Poor, under the name Fred R. Poor, dated January 25, 1946, and recorded in Waldo County Registry of Deeds in Book 452, Page 205. . . .

Includes: Tax Map 29,
Lots 36 and waterside portion of 35
Excludes intertidal flats, limited to
“along high water mark of Penobscot Bay



FROM: William O. Poor
TO: Phyllis J. Poor
By: Quitclaim Deed
DATED: 7-1-1991
Book 1228, Page 346

RELEVANT DEED LANGUAGE:

“ . . . thence easterly and northeasterly along high-water mark of Penobscot Bay four hundred ten (410) feet, more or less, to the point at the outlet of a gully; . . .

Reference may be had to a deed from Frederick R. Poor to William O. Poor And Phyllis J. Poor dated July 28, 1971 and recorded in the Waldo County Registry of Deeds at Book 691, Page 44. . . .

Includes: Tax Map 29,
Lots 36 and waterside portion of 35
Excludes intertidal flats, limited to
“along high water mark of Penobscot Bay



From: Deed of Sale by Personal Representative R. Kenneth Lindell and Co-Personal Representative Barbara Gray
TO: Richard and Janet Eckrote; FROM: Estate of Phyllis J. Poor¹
DATED: 10-15-2012
Book 3697, Page 5

RELEVANT DEED LANGUAGE:

“ . . . Thence 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 . . .

¹ Phyllis J. Poor was Janet Eckrote’s mother.

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 the 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. . . .

Includes: Tax Map 29,
Lots 36 and waterside portion of 35
Excludes intertidal flats, limited to
“along high water mark of Penobscot Bay

Vol. 343.

407

KNOW ALL MEN BY THESE PRESENTS.

That we, Eva T. Burd of Winchester in the State of Massachusetts, widow of Edwin D. Burd, late of West Medford, deceased, and Edwin D. Burd of said Winchester, son and sole heir at law of said Edwin D. Burd in consideration of one dollar and other valuable considerations paid by Arthur Hartley of Philadelphia in the State of Pennsylvania the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said Arthur Hartley, his heirs and assigns forever,

A certain lot or parcel of land situated in Belfast in the County of Walde and State of Maine, bounded and described as follows, to wit: Bounded northerly by land of Adoniram Moody and land owned by W. L. West, deceased, at the time of his decease; easterly by Penobscot Bay; southerly by Little River and land of Belfast Water District and westerly by land conveyed by us to Milton B. Hills by deed recorded in Walde Registry of Deeds.

Excepting and reserving from the foregoing conveyance the two cottages and out-buildings thereon, that are owned by Clarence Peor and by Miss Couillard.

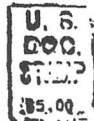
This conveyance being made subject to a right of way across the same as conveyed to said Milton B. Hills under said deed and subject to a certain lease given by us to Adoniram Moody which expires April 1, 1925 and subject to the rights of the public over the highway crossing said real estate. Also reserving the right to enter the buildings on said premises and remove therefrom all personal property belonging to us.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said Arthur Hartley, his heirs and assigns, to his and their use and behoof forever.

And we do Covenant with the said Grantee, his heirs and assigns, that we are lawfully seized in fee of the premises, that they are free of all incumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will Warrant and Defend the same to the said Grantee, his heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we the said Edwin D. Burd and Eva T. Burd wife of the said joining in this deed as Grantor, and relinquishing and conveying right by descent and all other rights in the above described premises, have hereunto set our hands and seals this third day of March in the year of our Lord one thousand nine hundred and twenty-four.

Signed, Sealed and Delivered in presence of Kate Sargent E. T. Couillard



Edwin D. Burd L. S. Eva T. Burd L. S.

STATE OF MASSACHUSETTS, Middlesex co. March 7, 1924.

Personally appeared the above named Edwin D. Burd and acknowledged the above instrument to be his free act and deed.

Before me, T. Price Wilson Notary Public. My commission expires August 15, 1924

Waldo co. Received March 14, 1924, at 2h., 30m., P. M.

Recorded and compared. Attest: Louis P. ...

Register of Deeds

KNOW ALL MEN BY THESE PRESENTS,

That I, Arthur Hartley of Philadelphia in the State of Pennsylvania in consideration of one dollar and other valuable considerations paid by Genevieve E. Hargrave of said Philadelphia the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said Genevieve E. Hargrave, her heirs and assigns forever,

A certain lot or parcel of land situated in Belfast in the County of Waldo and State of Maine, bounded and described as follows, to wit: Bounded northerly by land of Adoniram Moody and land owned by W. L. West, deceased, at the time of his decease; easterly by Penobscot Bay; southerly by Little River and land of Belfast Water District and westerly by land conveyed by Eva T. Burd and Edwin D. Burd to Milton B. Hills by deed recorded in Waldo Registry of Deeds.

This conveyance being made subject to the rights of the public over the highway crossing said real estate, and also subject to a certain mortgage given by me to The City National Bank of Belfast dated September 10, 1930, and recorded in Waldo Registry of Deeds, Book 387, Page 386.

Also excepting and reserving from the foregoing conveyance the cottage and out-buildings thereon, owned by Clarence Poor.

TO HAVE AND TO HOLD the aforesaid and bargained premises with all the privileges and appurtenances thereof, to the said Genevieve E. Hargrave her heirs and assigns, to her and their use and behoof forever.

And I do Covenant with the said Grantee, her heirs and assigns, that I am lawfully seized in fee of the premises, that they are free of all incumbrances, except said mortgage to said The City National Bank of Belfast that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will Warrant and Defend the same to the said Grantee, her heirs and assigns forever, against the lawful claims and demands of all persons, except for said mortgage. DIS

IN WITNESS WHEREOF, I the said Arthur Hartley and Harriet L. Hartley wife of the said Arthur Hartley joining in this deed as Grantor, and relinquishing and conveying her right by descent and all other rights in the above described premises, have hereunto set our hands and seals this twenty-seventh day of August in the year of our Lord one thousand nine hundred and thirty-four.

Signed, Sealed and Delivered
in presence of
John R. Dunton
to both



Arthur Hartley L.S.
Harriet L. Hartley L.S.

STATE OF MAINE, Waldo ss.

August 28 1934.

Personally appeared the above named Arthur Hartley and acknowledged the above instrument to be his free act and deed.

Before me, John R. Dunton

Justice of the Peace.

Waldo ss. Received August 28, 1934, at 9h., 28m., A. M.

Recorded and compared. Attest:

Louise Royal

Register of Deeds.

(9306)

KNOW ALL MEN BY THESE PRESENTS,

That I, Genevieve E. Hargrave of Philadelphia in the State of Pennsylvania in consideration of one dollar and other valuable considerations paid by Arthur Hartley and Harriet L. Hartley, his wife, both of said Philadelphia the receipt whereof I do hereby acknowledge, do hereby remise, release, bargain, sell and convey, and forever quit-claim unto the said Arthur Hartley and Harriet L. Hartley, his wife, and the survivor of them as joint tenants and not as tenants in common, their heirs and assigns forever,

A certain lot or parcel of land situated in Belfast in the County of Waldo and State of Maine, bounded and described as follows, to wit: Bounded northerly by land of Adoniram Moody and land owned by W. L. West, deceased, at the time of his decease; easterly by Penobscot Bay; southerly by Little River and land of Belfast Water District and westerly by land conveyed by Eva T. Burd and Edwin D. Burd to Milton B. Hills by deed recorded in Waldo Registry of Deeds.

This conveyance being made subject to exceptions, reservations rights of the public and mortgage as set forth in deed of said Arthur Hartley to me bearing even date herewith to be recorded herewith in Waldo Registry of Deeds. Being the same real estate conveyed to me by said deed of said Arthur Hartley.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to the said Arthur Hartley and Harriet E. Hartley and the survivor of them in joint tenancy and not as tenants in common, their heirs and assigns forever.

And I do Covenant with the said Grantees, their heirs and assigns, that I will Warrant and forever Defend the premises to them the said Grantees, their heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under me.

IN WITNESS WHEREOF, I the said Genevieve E. Hargrave, have hereunto our hands and seals this twenty-seventh day of August in the year of our Lord one thousand nine hundred and thirty-four.

Signed, Sealed and Delivered
in presence of
John R. Dunton



Genevieve E. Hargrave L.S.
L.S.

STATE OF MAINE, Waldo ss.

August 28 1934.

Personally appeared the above named Genevieve E. Hargrave and acknowledged the above instrument to be her free act and deed.

Before me, John R. Dunton

Justice of the Peace.

Waldo ss. Received August 29, 1934, at 9h., 25m., A. M.

Recorded and compared. Attest:

Louise Royal

Register of Deeds.

HEREBY AFFIRM THAT THIS DOCUMENT IS A TRUE CERTIFIED COPY OF THE DOCUMENT RECORDED IN THE LAND RECORDS OF WALDO COUNTY, MAINE. BOOK 386 PAGE 453 DATE: 4/16/2019 NUMBER OF PAGES: 1 ATTEST: *Stacy D. O'Connell* REGISTER OF DEEDS

(9308)

KNOW ALL MEN BY THESE PRESENTS,

That I, George Parker Cook of Belfast in the County of Waldo and State of Maine in consideration of one dollar and other valuable considerations paid by William W. Dickey of Swanville in said County and State the receipt whereof I do hereby acknowledge, do hereby remise, release, bargain, sell and convey, and forever quit-claim unto the said William W. Dickey, his heirs and assigns forever,

A certain lot or parcel of land with the buildings thereon, situated in the city of Belfast, and bounded and described as follows, to wit: Beginning at the intersection of the south line of land formerly of the late Daniel Hinds, with the easterly line of Northport Avenue; thence easterly on said Hinds southerly line, eighteen rods (18) to stake and stones;

452
205

Christine Decker by Maurice L. Decker by deed dated May 5, 1914, recorded in Waldo Registry of Deeds, Book 313, Page 386; conveying to Mabel Thomas by said deeds an undivided one-third interest in said real estate and the entire interest of the said minors, to all of which deeds and the records thereof reference may be had for a more complete description.

Meaning and intending to convey the same premises as conveyed to John F. Fitzgerald by Mabel Thomas by her deed dated January 8, 1938, recorded in Waldo Registry of Deeds, Book 408, Page 151; and conveying the same premises as deeded to Robert H. Karns by Alexander R. Gillmor by Quit-claim Deed dated December 27, 1945 and recorded in Waldo County Registry of Deeds, Book 441, Page 120.

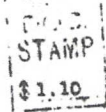
TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said Fred O. Dodge, aforesaid, his heirs and assigns, to his and their use and behoof forever.

And I do Covenant with the said Grantor, his heirs and assigns, that I am lawfully seized in fee of the premises that they are free of all incumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will Warrant and Defend the same to the said Grantor, his heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said Robert H. Karns and Thelma A. Karns wife of the said Robert H. Karns joining in this deed as Grantor, and relinquishing and conveying her right by descent and all other rights in the above described premises, have hereunto set our hands and seals this sixth day of August in the year of our Lord one thousand nine hundred and forty-six.

Signed, Sealed and Delivered
in presence of

Hillard H. Buzzell
Linwood H. Robertson



Robert H. Karns L.S.
Thelma A Karns L.S.

August 6 1946.

STATE OF MAINE, Waldo ss.

Personally appeared the above named Robert H. Karns and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Hillard H. Buzzell
Justice of the Peace

Received August 6, 1946, at 11h., 55m., A. M.

4450

KNOW ALL MEN BY THESE PRESENTS,

That I, Harriet L. Hartley of Philadelphia in the Commonwealth of Pennsylvania, single woman in consideration of one dollar and other valuable considerations paid by Fred R. Pocr of Belfast in the County of Waldo and State of Maine the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said Fred R. Pocr, his heirs and assigns forever,

A certain lot or parcel of land situated in Belfast in the County of Waldo and State of Maine, bounded and described as follows, viz: Beginning at the head of a gully in the

center of a concrete culvert which is on or near the Southerly bound of the Atlantic Highway; thence Southeasterly following the bottom of the gully 275 ft. more or less to an iron bolt in the mouth of a brook; 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; thence Northerly up the bottom of the said gully 100 ft.; thence West 507 ft. to the center of a gully on or near the Southerly bound of the Atlantic Highway; thence Westerly along the Southerly bound of said highway 206 ft. to the point of berinning. Said lot contains 2.23 acres, more or less. Being a portion of the premises conveyed by Genevieve E. Hargrave to Arthur and Harriet L. Hartley by deed dated August 27, 1934 and recorded in Waldo Registry of Deeds, Book 386, Page 453.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said Fred R. Poor, his heirs and assigns, to his and their use and behoof forever.

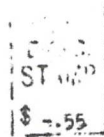
And I do Covenant with the said Grantee, his heirs and assigns, that I am lawfully seized in fee of the premises, that they are free of all incumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and Defend the same to the said Grantee, his heirs and assigns forever, against the lawful claims and demands of all persons.

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.

IN WITNESS WHEREOF, I the said Harriet L. Hartley have hereunto set my hand and seal this twenty-fifth day of January in the year of our Lord one thousand nine hundred and forty-six.

Signed, Sealed and Delivered
in presence of

John B. McCann
Samuel U. Levin



Harriet L. Hartley L.S.

STATE OF PENNSYLVANIA
City and County of Philadelphia

ss.

June 19 - 1946.

Personally appeared the above named Harriet L. Hartley and acknowledged the above instrument to be her free act and deed.



Before me,

Samuel U. Levin
Notary Public

My Commission expires 3/19/1947

IN THE COURTS OF COMMON PLEAS OF PHILADELPHIA COUNTY

STATE OF PENNSYLVANIA
County of Philadelphia,

)
ss.)

I, Meredith Hanna, Prothonotary of the Courts of Common Pleas of said county, which are Courts of Record having a common seal, being the officer authorized by the laws of the State of Pennsylvania to make the following Certificate, acting by my Deputy, John J. Hoerr.

do Certify, That Samuel U. Levin Esquire, whose name is subscribed to the certificate of the acknowledgment of the annexed instrument and thereon written, was at the time of such acknowledgment a Notary Public for the Commonwealth of Pennsylvania, residing in the County aforesaid, duly commissioned and qualified to administer oaths and affirmations and to take acknowledgments and proofs of Deeds or Conveyances for lands, tenements and hereditaments to be recorded in said State of Pennsylvania, and to all those acts, as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere; and that I am well acquainted with the handwriting of the said Notary Public and verily believe the signature of the said Notary Public to be genuine and that the said instrument is executed and acknowledged in conformity with the laws of the State of Pennsylvania.



RECEIVED IN THE REGISTER OF DEEDS
NUMBER OF PAGES
PAGE
BOOK
COPY OF THE DOCUMENT IS A TRUE CERTIFIED COPY OF THE DOCUMENT RECORDED IN THE LAND RECORDS OF PHILADELPHIA COUNTY, PENNSYLVANIA
IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said Court, this 19th day of June in the year of our Lord one thousand nine hundred and forty-six (1946)
Meredith Hanna, Prothonotary
Deputy Prothonotary

received August 6, 1946, at 12th & Locust, P.M.

The impression of the seal of the Notary Public is not required by law to be filed in this office.
Meredith Hanna, Prothonotary
Deputy Prothonotary
Durante Absentia, Secundum Legem.

691-44
7-28-71
7-29-71

Book 691 Page 4

2807 WARRANTY DEED

I, FREDERIC R. POOR, of Belfast, Waldo County, Maine, an unmarried widower, for consideration paid, grant to WILLIAM O. POOR and PHILLIS J. POOR, husband and wife, both of Northport, Suffolk County, New York, as joint tenants, with Warranty Covenants, a certain lot or parcel of land, together with the buildings thereon, situated in said BELFAST and more particularly bounded and described as follows, to wit:

Consideration is such that no transfer tax is due.

Beginning at the head of a gully in the center of a concrete culvert which is on or near the southerly bound of the Atlantic Highway, so-called; thence southeasterly following the bottom of the gully along the northeasterly bound of land of Joseph Grady two hundred seventy-five (275) feet, more or less, to a point in the mouth of a brook; thence easterly and northeasterly along high-water mark of Penobscot Bay four hundred ten (410) feet, more or less, to a point at the outlet of a gully; thence northerly up the bottom of said gully, along the westerly bound of land of Douglas Tozier, one hundred (100) feet; thence west along the line of said Tozier five hundred seven (507) feet to the center of a gully on or near the southerly bound of the Atlantic Highway; thence westerly along the southerly bound of said highway two hundred six (206) feet to the point of beginning. Said lot contains two and twenty-three hundredths (2.23) acres, more or less.

Meaning and intending to convey and hereby conveying the same premises described in a deed from Harriet L. Hartley to said Frederic R. Poor, under the name of Fred R. Poor, dated January 25, 1946, and recorded in Waldo County Registry of Deeds in Book 452, Page 205.

Witness my hand and seal this twenty-eighth day of July one thousand nine hundred and seventy-one.

Signed, Sealed and Delivered in presence of

Jones J. Thibodeau Frederic R. Poor

State of Maine

County of Waldo, SS.

July 29, 1971

Then personally appeared the above-named Frederic R. Poor and acknowledged the foregoing instrument to be his free act and deed. Before me,



2807

Jones J. Thibodeau
Justice of the Peace (or Notary Public)

ROGER F. BLAKE
ATTORNEY AT LAW
60 MAIN STREET
BALDWIN, MAINE

State of Maine, Waldo ss. Registry of Deeds
Received July 29 1971 at 2:11 PM
and recorded in Book 691 Page 44
Attest: *Roberta Riley* Register

BK1228 PG346

05713

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS

That William O. Poor and Phyllis J. Poor of the Town of Belfast, County of Waldo and State of Maine, for consideration paid, release to the said Phyllis J. Poor of Belfast, Maine, a certain lot or parcel of land with the buildings thereon situated in the Town of Belfast, County of Waldo and State of Maine, bounded and described as follows:

Beginning at the head of a gully in the center of a concrete culvert which is on or near the southerly bound of the Atlantic Highway, so-called; thence southeasterly following the bottom of the gully along the northeasterly bound of land of Joseph Grady two hundred seventy-five (275) feet, more or less, to a point in the mouth of a brook; thence easterly and northeasterly along high-water mark of Penobscot Bay four hundred ten (410) feet, more or less, to a point at the outlet of a gully; thence northerly up the bottom of said gully, along the westerly bound of land of Douglas Tozier, one hundred (100) feet; thence west along the line of said Tozier five hundred seven (507) feet to the center of a gully on or near the southerly bound of the Atlantic Highway; thence westerly along the southerly bound of said highway two hundred six (206) feet to the point of beginning. Said lot contains two and twenty-three hundredths (2.23) acres, more or less.

Reference may be had to a deed from Frederic R. Poor to William O. Poor and Phyllis J. Poor dated July 28, 1971 and recorded in the Waldo County Registry of Deeds at Book 691, Page 44.

Also conveying the property described in a deed from Douglas I. Tozier et ux. to William O. Poor et ux. dated July 8, 1975 and recorded in said Registry at Book 724, Page 415, excepting therefrom the property described in a deed from William O. Poor et ux. to Frederick C. Kelly et ux. dated March 13, 1978 and recorded in said Registry at Book 752, Page 242.

Reference also may be had to reciprocal deeds between Frederick C. Kelly et ux. and William O. Poor et ux. recorded in the Waldo County Registry of Deeds at Book 957, Page 306 establishing the common boundary.

Witness our hands and seals this 1st day of July, 1991.

Witness
Witness

William O. Poor
Phyllis J. Poor

No Transfer Tax Paid

BK 1228 PG 347

STATE OF MAINE
COUNTY OF Lincoln

July 1, 1991

Personally appeared the above named William O. Poor and
acknowledged the foregoing instrument to be his free act and
deed.

Julie M. Harrington
Notary Public / Attorney at Law
JULIE M. HARRINGTON
NOTARY PUBLIC, MAINE
1000 BROADWAY, SUITE 1000, PORTLAND, ME 04102

Printed Name of Notary: _____



RECEIVED WALDO SS.

1991 JUL -8 AM 8:51

ATTEST: Deloris Page
REGISTER OF DEEDS

**DEED OF SALE BY PERSONAL REPRESENTATIVE
(Testate)
Maine Statutory Short Form**

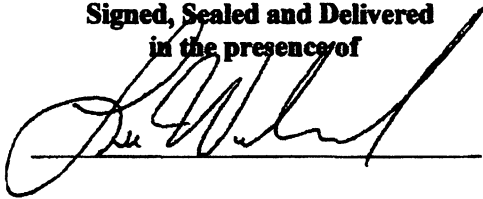
**"MAINE REAL ESTATE
TRANSFER TAX PAID"**

Know All Persons by these Presents that **R. KENNETH LINDELL**, of Bangor, County of Penobscot, State of Maine, and **BARBARA GRAY** of Dayton, Ohio, duly appointed and acting co-personal representatives of the **ESTATE OF PHYLLIS J. POOR**, deceased testate, as shown by the probate records of the County of Waldo, State of Maine, and having given notice to each person succeeding to an interest in the real property described below at least ten (10) days prior to the sale, by the power conferred by the Probate Code, and every other power, for consideration paid, grants to **RICHARD ECKROTE** and **JANET ECKROTE** as joint tenants, and not as tenants in common, of Lincoln Park, New Jersey, and whose mailing address is 42 Grandview Avenue, Lincoln Park, NJ 07035,


That certain lot or parcel of land, together with buildings and improvements thereon, situated in the City of **BELFAST**, County of Waldo, State of Maine, more particularly bounded and described in Schedule A, attached hereto and made a part hereof.

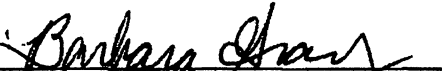
Witness my hand and seal this 15th day of October, 2012.

Signed, Sealed and Delivered
in the presence of



Estate of Phyllis J. Poor


By: R. Kenneth Lindell
Co-Personal Representative

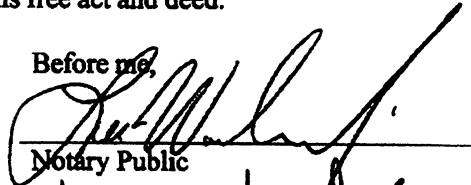

By: Barbara Gray
Co-Personal Representative

State of Maine, County of Waldo

October 15, 2012

Then personally appeared the above named R. Kenneth Lindell in his said capacity and acknowledged the foregoing instrument to be his free act and deed.

Before me,



Notary Public

Lee Woodward, Jr.
Printed Name

My Commission Expires 1-1-2016

LW/ch
RE-Belfast-Poor to Eckrote dos

SCHEDULE A

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 now or 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 now or 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.

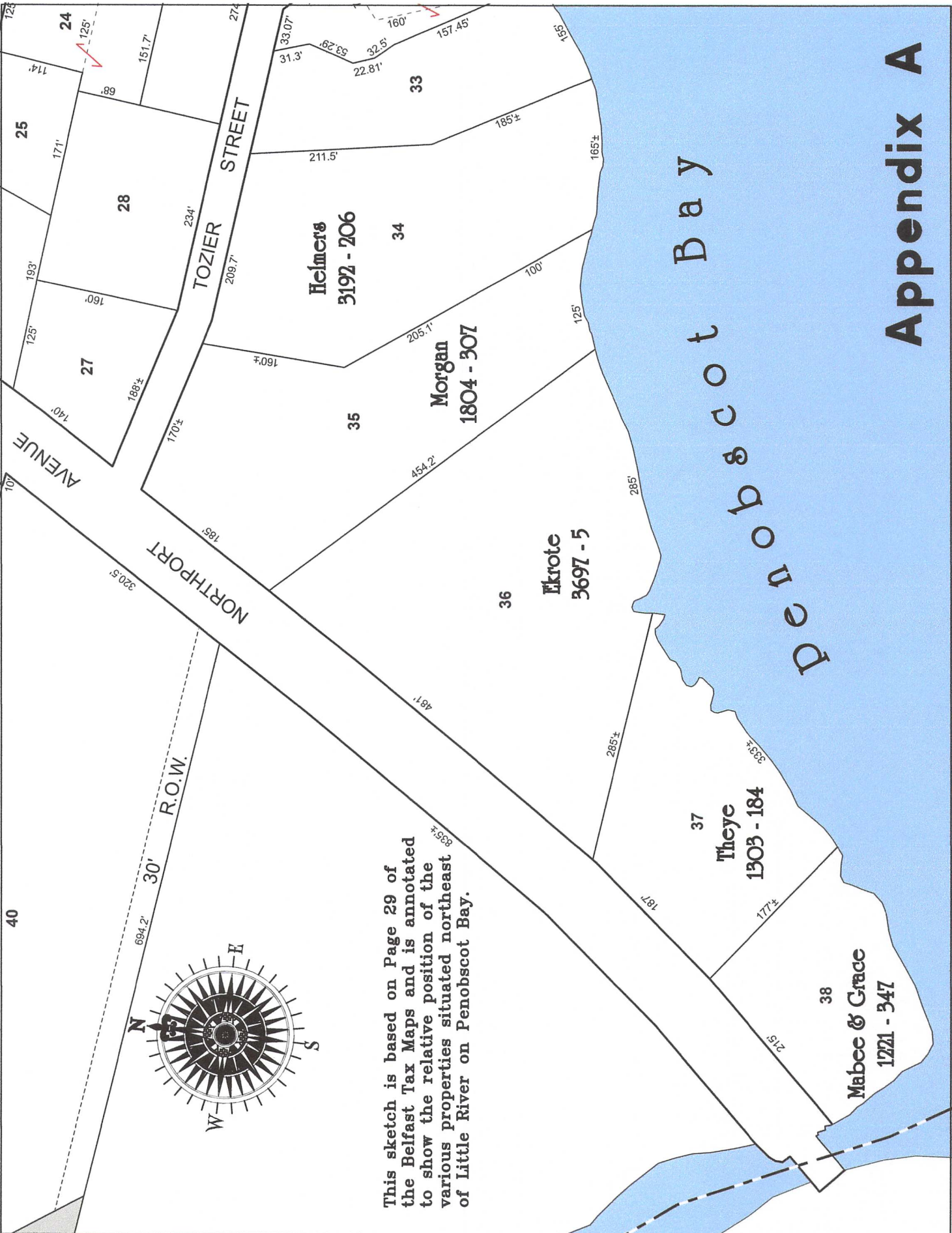
ALSO releasing all right, title and interest to any land located between the northeasterly bound of the premises above described and land now or formerly of Lyndon Morgan as described in Waldo County Registry of Deeds Book 1804, Page 307

LW/ch
RE-Schedule A-Poor-Northport Avenue

WALDO SS: RECEIVED
Oct 15, 2012
at 10:36A
ATTEST: Deloris Page
REGISTER OF DEEDS

EXHIBIT

2



Appendix A

This sketch is based on Page 29 of the Belfast Tax Maps and is annotated to show the relative position of the various properties situated northeast of Little River on Penobscot Bay.

EXHIBIT

3

EXHIBIT

4

EXHIBIT A

https://www.facebook.com/Nordicaquafarms/?_tn=%kC-R&eid=ARALXaV2Z1XqOp1zJk84o9M9GGkC7Hc_Abg5nW12S7yp6fwldgv3HXdwUExTLia0McP9YlJfvqb3bPf&hc_ref=ARTq0sE1ohH-8gzbeyJx5enW7kyxjEdyPNH23V98AdQYxep8j38k6151b2_Jaiv3p-w&fref=nf

Nordic Aquafarms Maine



[Nordic Aquafarms Maine](#)

16 hrs ·

Some people in Belfast still do not get it that Nordic Aquafarms was founded to protect the environment and to mitigate climate change effects. We are environmentalists that have found an avenue to attract significant investor capital. While some may refuse to believe it, many investors are going green, also in the US. Scaling up is also in some cases necessary to make a dent in our climate and food challenges.

We will continue to call out the few of neighbors who are acting like established environmental groups and who are spending other people's money based on misleading premises. Upstream Watch and Amy Grant sent out an email to many people yesterday with new misrepresentations of what has been communicated by us and about our project. Her email is full of errors. With this messaging she is asking her fellow citizens to donate money to her opposition effort. We recommend that the citizens of Belfast fact check claims that are made from us and others themselves, while also calling out false information. We will provide some assistance to Belfast and Northport residents in this regard in the next couple of days. Stay tuned.

As far as the intertidal challenge is concerned, we are comfortable. What we find most interesting is that Amy Grant and one resident have attempted to claim a conservation easement in the intertidal across two other shoreline properties without speaking to the involved shoreline property owners. They have also in their crusade revealed that some shoreline owners do not own their intertidal, which may be an unpleasant surprise to some owners. We withheld our surveys when we became aware of this situation some months back – it was not our role to reveal such sensitive information to the community and owners. Some of these shoreline owners might have wanted to acquire rights to their intertidal, while Upstream Watch is now trying to take control of them. Is this how fellow citizens treat each other in this town? We think the majority would not.

In any event, Amy Grant and Kim Tucker are making bold statements in the media without full information. We on the other hand feel no need to engage in that media crusade. We are sticking to our permitting plans, and feel no need to inform them about our position.

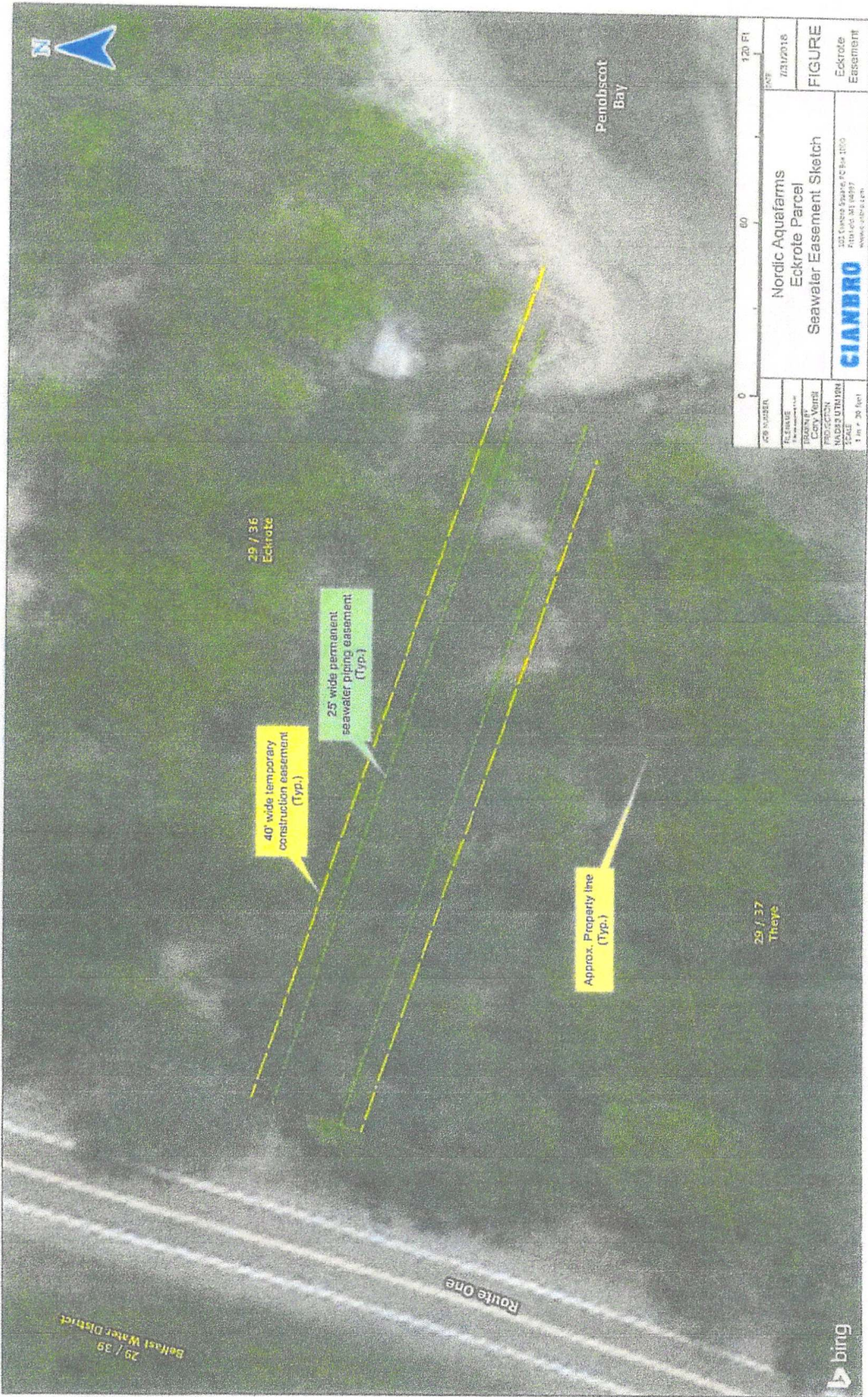
[30](#)

EXHIBIT

5

EXHIBIT A

ECKROTE EASEMENT AGREEMENT



29 / 39
Belfast Water District

Route One

Pembiscot Bay

29 / 36
Eckrote

40' wide temporary
construction easement
(Typ.)

25' wide permanent
seawater piping easement
(Typ.)

Approx. Property line
(Typ.)

29 / 37
Theys

APP NUMBER	120 FT
DATE	03/12/2018
Nordic Aquafarms Eckrote Parcel Seawater Easement Sketch	
FIGURE Eckrote Easement	
CIANDRO <small>100 HAVEN DRIVE, PO BOX 2170 FORT WORTH, TEXAS 76107 WWW.CIANDRO.COM</small>	
PROJECT	120 FT
CITY	120 FT
SCALE	1 in = 20 feet



EASEMENT PURCHASE AND SALE AGREEMENT

This Easement Purchase and Sale Agreement (this "Agreement"), dated as of this 6th 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. Uncarth 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

RB 8/6/18

RICHARD ECKROTE

JANET ECKROTE

Janet Eckrote 8/6/18

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 AQUAFARMS, INC.

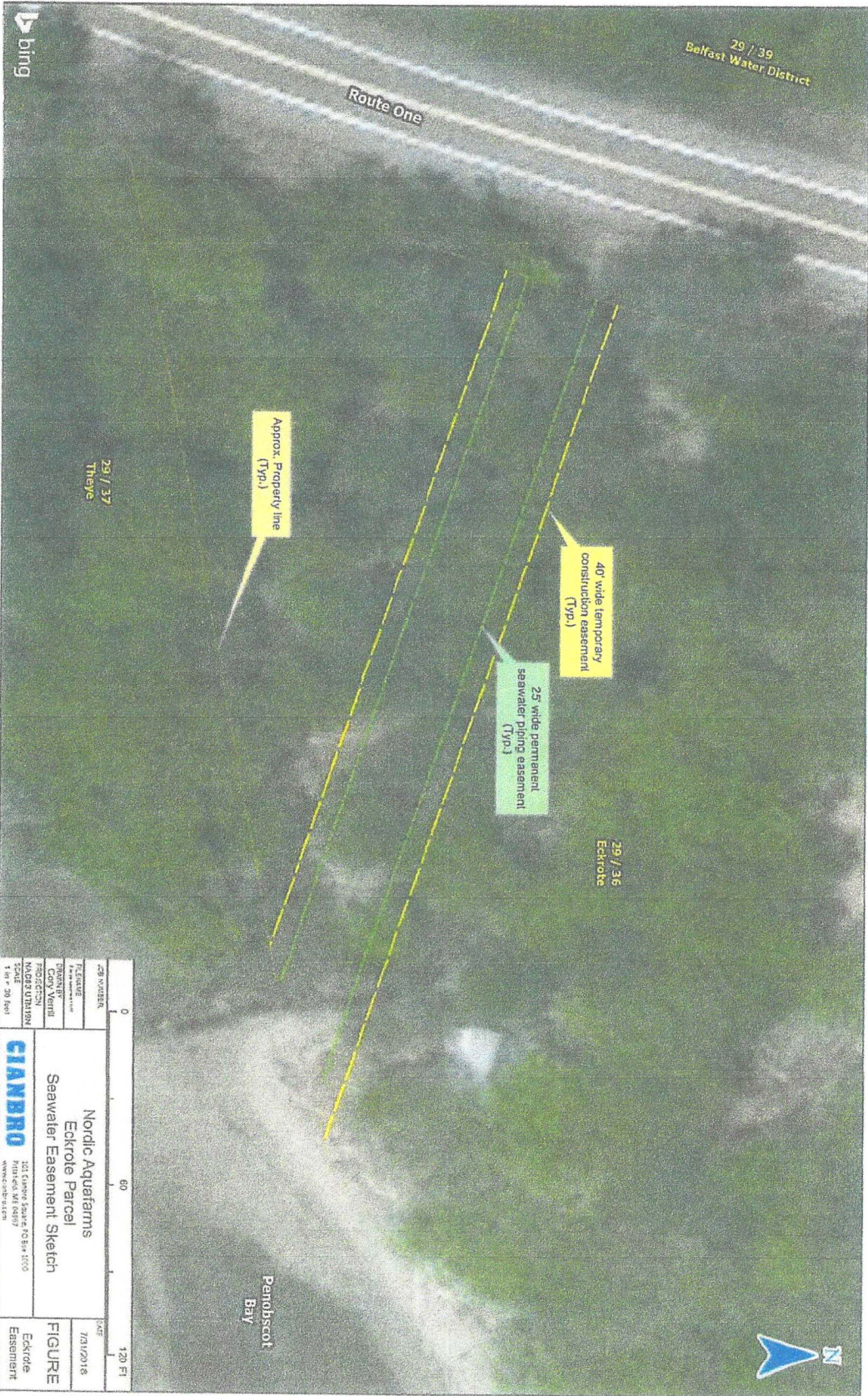
By:

Eric Heim
Name: ERIC HEIM

Title: CEO

Exhibit A

Proposed Easement Area



0	60	120 Ft
<p>FIGURE Nordic Aquafarms Eckrole Parcel Seawater Easement Sketch</p>		
<p>FIGURE Eckrole Easement</p>		<p>7/21/2018</p>
<p>CIANDRO 101 Ciandro Square, 708 Bay Street Portland, ME 04101 1-800-293-7434</p>		

EXHIBIT

6

TEXT FROM 4-2-2018 GOOD DEEDS SURVEY

SHADED AREA DEPICTS LANDS LOCATED BELOW THE HIGH TIDE LINE.
THE DEED FROM THE ESTATE OF PHYLLIS J. POOR TO RICHARD AND
JANET ECKROTE DATED OCTOBER 15, 2012, AND RECORDED IN BOOK
3697. PAGE 5 CONTAINS THE LANGUAGE. "...THENCE GENERALLY
SOUTHWESTERLY ALONG SAID (PENOBSCOT) BAY A DISTANCE OF FOUR
HUNDRED TWENTY-FIVE (425) FEET....

THE PREVIOUS DEED FROM WILLIAM O. AND PHYLLIS J. POOR TO
PHYLLIS J. POOR DATED JULY 1, 1991, RECORDED IN BOOK 1228, PAGE
346 CONTAINS THE LANGUAGE,THENCE EASTERLY AND
NORTHEASTERLY ALONG HIGH-WATER MARK OF PENOBSCOT BAY FOUR
HUNDRED TEN (410) FEET....

I SUGGEST A LEGAL OPINION OF THE ABILITY OF THE ESTATE OF
PHYLLIS J. POOR TO GRANT AN EASEMENT BELOW THE HIGH WATER
MARK.

EXHIBIT

7

1134

Certificate of Clerk of Courts of Waldo County to be filed in the Registry of Deeds for Waldo County

State of Maine,
Waldo, ss

Superior Court

Civil Action, Docket No. **11275**

The following is an abstract of a complaint dated April 10, 1970 filed in the Superior Court in and for the County of Waldo on the 14th day of April, 1970 by Winston C. Ferris: of Bucksport, County of Hancock, State of Maine, Plaintiff, against Genevieve E. Hargrave, whereabouts unknown but whose last residence was in Philadelphia, County of Philadelphia, State of Pennsylvania, her heirs, legal representatives, devisees, assigns, trustees in bankruptcy, disseisors, creditors, lienors and grantees, and any and all other persons unascertained, not in being or unknown or out of the State, and all other persons whosoever who claim or may claim any right, title, interest or estate, legal or equitable, in the within described land and real estate through or under said defendants, Defendants, wherein the Plaintiff demands that the above named Defendants be barred from all claims to any right, title, interest or estate in the hereinafter described premises, and that he is vested with title to the hereinafter described real property in fee simple, free and clear of all claims by the defendants or any person claiming through or under them and pray that the judgment shall operate directly on the land and shall have the force of a release made by or on behalf of all defendants of all claims inconsistent with the title established or declared hereby.

PARTIES: Winston C. Ferris: of Bucksport, County of Hancock, State of Maine, Plaintiff.

vs

Genevieve E. Hargrave, whereabouts unknown but whose last residence was in County of Philadelphia Philadelphia, State of Pennsylvania, her heirs, legal representatives, devisees, assigns, trustees in bankruptcy, disseisors, creditors, lienors and grantees, and any and all other persons unascertained, not in being or unknown or out of the State, and all other persons whosoever who claim or may claim any right, title, interest or estate, legal or equitable, in the within described land and real estate through or under said defendants, Defendants.

DESCRIPTION: A certain lot or parcel of land, together with the buildings thereon, commonly known and designated as The Little River Inn, situated in Belfast in the County of Waldo and State of Maine, on the easterly side of the Atlantic Highway, and being bounded and described as follows, to wit:

Northerly by land of Fred A. Poor; Easterly by Penobscot Bay; Souther-

ly by Little River and westerly by the Atlantic Highway, so called.

Excepting, however, a certain lot or parcel of land, together with the buildings thereon, conveyed to John Joseph Grady et ux by Ernest J. Bell and Marjorie H. Bell by deed dated May 18, 1964 and recorded in the Waldo County Registry of Deeds in Book 621 at Page 288, bounded and described in said deed as follows, to wit: A certain lot or parcel of land situated in Belfast in the County of Waldo and State of Maine commencing at a point on the southeasterly right of way line of U. S. #1 at a concrete culvert; thence southerly along said right of way line one hundred eighty-seven (187) feet to a point six (6) feet, more or less, northwesterly of an iron pin; thence South 48° 20' East one hundred thirty-eight (138) feet, more or less, to an iron pin and continuing on the same course thirty-nine (39) feet, more or less, to the high water mark of Penobscot Bay; thence turning and running northeasterly along said high water mark three hundred thirty-three feet, more or less, to an iron pipe; thence turning and running generally northwesterly and following the gully that marks the line between land of Ernest J. Bell and Marjorie H. Bell and land of Fred A. Poor to the point of beginning.

A TRUE ABSTRACT OF COMPLAINT:
ATTEST: Edna M. Hayes
Clerk, Waldo County Superior Court

1134

Waldo Co. Registry of Deeds
received April 17 1970 at 10 H., CO M., A. M.,
and recorded in Book 680 Page 1113
Attest: James O. ... Registrar

I HEREBY AFFIRM THAT THIS DOCUMENT IS A TRUE CERTIFIED
COPY OF THE DOCUMENT RECORDED IN THE LAND RECORDS OF
WALDO COUNTY, MAINE. BOOK _____ PAGE _____
DATE: _____ NUMBER OF PAGES _____
ATTEST: _____ REGISTER OF DEEDS

0400

STATE OF MAINE

SUPERIOR COURT

WALDO, SS

Civil Action, Docket No. 11275

WINSTON C. FERRIS of Bucksport, County of
Hancock, State of Maine,

PLAINTIFF,

vs.

GENEVIEVE E. HARGRAVE, whereabouts unknown but whose last residence was in Philadelphia, County of Philadelphia, State of Pennsylvania, her heirs, legal representatives, devisees, assigns, trustees in bankruptcy, disseisors, creditors, lienors and grantees, and any and all other persons unascertained, not in being or unknown or out of the State, and all other persons whosoever who claim or may claim any right, title, interest or estate, legal or equitable, in the within described land and real estate through or under said defendants,

FINAL DECREE

DEFENDANTS,

This matter came on for hearing before the Court and the Court finding that service by publication upon all defendants has been made in accordance with the Order of this Court dated April 14, 1970, and Roger F. Blake, Esq., of Belfast, Maine, having been appointed Guardian Ad Litem under Title 14, M.R.S.A., Section 6656 for all defendants, and the said Roger F. Blake, Esq. having filed an acceptance of appointment and an answer denying the allegations of the Complaint;

It is, after hearing, ORDERED, ADJUDGED AND DECREED THAT:

1. The defendants and every person claiming by, through, or under them, be barred from all claims to any right, title, interest or estate in the following described land and real estate:

A certain lot or parcel of land, together with the buildings thereon, commonly known and designated as The Little River Inn, situated in Belfast, in the County of Waldo and State of Maine, on the easterly side of the Atlantic Highway, and being bounded and described as follows, to wit:

Northerly by land of Fred E. Poor; Easterly by Penobscot Bay;
Southerly by Little River and Westerly by the Atlantic Highway, so called.

Excepting, however, a certain lot or parcel of land, together with the buildings thereon, conveyed to John Joseph Grady et ux by Ernest J. Bell and Marjorie M. Bell by deed dated May 18, 1964 and recorded in the Waldo County Registry of Deeds in Book 621 at Page 288, bounded and described in said deed as follows, to wit: A certain lot or parcel of land situated in Belfast in the County of Waldo and State of Maine commencing at a point on the southeasterly right of way line of U. S. #1 at a concrete culvert; thence southeasterly along said right of way line one hundred eighty-seven (187) feet to a point six (6) feet, more or less, northwesterly of an iron pin; thence South 48° 20' East one hundred thirty-eight (138) feet, more or less, to an iron pin and continuing on the same course thirty-nine (39) feet, more or less, to the high water mark of Penobscot Bay; thence turning and running northeasterly along said high water mark three hundred thirty-three feet, more or less, to an iron pipe; thence turning and running generally northwesterly and following the gully that marks the line between land of Ernest J. Bell and Marjorie M. Bell and land of Fred E. Poor to the point of beginning.

2. The plaintiff is vested with title to the above described land and real estate in fee simple.

3. A copy of this Judgment and Decree, attested as such by the Clerk of this Court, shall be recorded in the Waldo County Registry of Deeds and this Judgment and Decree shall operate directly upon the above described land and real estate and shall have the force of a release made by or on behalf of all the defendants of all claims inconsistent with the title established or declared hereby. This decree shall be recorded within thirty days after date in the Registry of Deeds for the County of Waldo and State of Maine, which county is the one in which this Court finds venue to exist.

Dated: June 26, 1970

/s/ WILLIAM S. SILSBY
Justice, Superior Court

A TRUE COPY, ATTEST:

Edna M. Hagen
Clerk, Waldo County Superior Court

2400

State of Maine, Waldo ss. Registry of Deeds
Received June 29 1970 at 10 H., 00 M., A.M.
and recorded in Book 683 Page 283
Attest: [Signature] Register

I HEREBY AFFIRM THAT THIS DOCUMENT IS A TRUE CERTIFIED COPY OF THE DOCUMENT RECORDED IN THE LAND RECORDS OF WALDO COUNTY, MAINE. BOOK 683 PAGE 283 DATE: 12-1-80 NUMBER OF PAGES 1 ATTEST: [Signature] REGISTER OF DEEDS

EXHIBIT

8



MAINE STATE ARCHIVES
SEARCH ROOM

REQUEST FOR RECORDS

Files Requested (agency name, file name and/or file number):		Date of Request 10/10/19	
Waldo SC		Location No. 1662-1002	Box No.
<input type="checkbox"/> Plain <input type="checkbox"/> Attested			
11275			
Quile title action			
<input type="checkbox"/> Plain <input type="checkbox"/> Attested			
Ferris VS Hargrave			
June 26 1970			
<input type="checkbox"/> Divorce decree		<input type="checkbox"/> Judgment and commitment	<input checked="" type="checkbox"/> Other
Name of Requestor: Kum Tucker		Telephone Number: 202-841-5439	
Address: Paul Bernicki		E-Mail: #323-3706	
waybackhomelead@yahoo.com			
Send via: <input type="checkbox"/> Mail <input type="checkbox"/> Scan/Email <input type="checkbox"/> Fax <input type="checkbox"/> In Search Room use <input type="checkbox"/> Will pick up on ___/___/___			
File requested by: <input type="checkbox"/> Fax <input type="checkbox"/> Visit <input type="checkbox"/> Mail <input type="checkbox"/> E-mail <input type="checkbox"/> Telephone			
In-Search Room user agreement			
I, the undersigned, take full responsibility for the integrity of all records that I access.			
My signature acknowledges that I have read this notice and agree to abide by the Maine State Archives Search Room policies I read and signed when I received my researcher's card.			
Patron signature _____		Date ___/___/___	
Staff signature _____			
PAYMENT TYPE			
Quantity: _____		X Cost \$ _____ = Total: \$ _____	
<input type="checkbox"/> CC on file <input type="checkbox"/> Check by mail <input type="checkbox"/> Pay on pick-up		<input type="checkbox"/> PAID	
		Rush Fee: \$ _____	
		Total cost: \$ _____	

Notes: * Attested Certification letter from the Archivist about the docket.

Pulled By: _____ Date: ___/___/___ Completed: ___/___/___ By (initials): _____
G:\Archives Services\FORMS\Request Forms Rev. 01/2018

STATE OF MAINE SUPERIOR COURT
Civil Action,

WALDO, SS

Docket No. _____

WINSTON C. FERRIS,
PLAINTIFF,

vs.

GENEVIEVE E. HARGRAVE, ET AL
DEPENDANTS,

COMPLAINT TO QUIET TITLE

STATE OF MAINE
WALDO, SS.
CLERK'S OFFICE *Supr. COURT*
Rec'd and Filed this

14th day of *April*, A. D. 1970

Edna M. Hayes
Clerk

STATE OF MAINE

SUPERIOR COURT

11275

WALDO, SS

Civil Action, Docket No.

WINSTON C. FERRIS of Bucksport, County of Hancock, State of Maine, PLAINTIFF,

vs.

GENEVIEVE E. HARGRAVE, whereabouts unknown but whose last residence was in Philadelphia, County of Philadelphia, State of Pennsylvania, her heirs, legal representatives, devisees, assigns, trustees in bankruptcy, disseisors, creditors, lienors and grantees, and any and all other persons unascertained, not in being or unknown or out of the State, and all other persons whomsoever who claim or may claim any right, title, interest or estate, legal or equitable, in the within described land and real estate through or under said defendants, DEFENDANTS,

COMPLAINT TO QUIET TITLE

1. This action is brought pursuant to the general jurisdiction of the Superior Court to grant appropriate equitable relief pursuant to 14, M.R.S.A., Sec. 6655 - 6658 to quiet and establish the title and to remove any cloud from the title of the Plaintiff to the following described land and real estate:

A certain lot or parcel of land, together with the buildings thereon, commonly known and designated as The Little River Inn, situated in Belfast in the County of Waldo and State of Maine, on the easterly side of the Atlantic Highway, and being bounded and described as follows, to wit:

Northerly by land of Fred R. Poor; Easterly by Penobscot Bay; Southerly by Little River and Westerly by the Atlantic Highway, so called.

Excepting, however, a certain lot or parcel of land, together with the buildings thereon, conveyed to John Joseph Grady et ux by Ernest J. Bell and Marjorie N. Bell by deed dated May 18, 1964 and recorded in the Waldo County Registry of Deeds in Book 621 at Page 288, bounded and described in said deed as follows, to wit: A certain lot or parcel of land situated in Belfast in the County of Waldo and State of Maine commencing at a point on the southeasterly right of way line of U. S. #1 at a concrete culvert; thence southwesterly along said right of way line one hundred eighty-seven (187) feet to a point six (6) feet, more or less, northwesterly of an iron pin; thence South 48° 20' East one hundred thirty-eight (138) feet, more or less, to an iron pin and continuing on the same course thirty-nine (39) feet, more or less, to the high water mark of Penobscot Bay; thence turning and running northeasterly along said high water mark three hundred thirty-three feet, more or less, to an iron pipe; thence turning and running generally northwesterly and following the gully that marks the line between land of Ernest J. Bell and Marjorie N. Bell and land of Fred R. Poor to the point of beginning.

2. For more than four years Plaintiff and those under whom he claims title have been in uninterrupted possession of the above described land and real estate, claiming an estate in fee simple therein.

3. The Plaintiff's chain of title to the above described premises is as follows:

1. Warranty deed of Eva T. Burd et al to Arthur Hartley dated March 3, 1924 and recorded March 14, 1924 in the Waldo County Registry of Deeds in Book 343 at Page 497.
2. Mortgage from Arthur Hartley to the City National Bank of Belfast dated August 29, 1925 and recorded September 11, 1925 in the Waldo County Registry of Deeds in Book 359 at Page 161, which said mortgage was marginally discharged on August 19, 1926.
3. Mortgage from Arthur Hartley to City National Bank of Belfast dated August 19, 1926 and recorded August 19, 1926 in the Waldo County Registry of Deeds in Book 362 at Page 318, which said mortgage was marginally discharged on September 5, 1928.
4. Mortgage from Arthur Hartley to The City National Bank of Belfast dated August 21, 1928 and recorded August 23, 1928 in the Waldo Registry in Book 365 at Page 414, which said mortgage was marginally discharged on September 4, 1929.
5. Mortgage from Arthur Hartley to The City National Bank of Belfast dated September 3, 1929 and recorded September 4, 1929 in the Waldo Registry in Book 366 at Page 470, which said mortgage was marginally discharged September 11, 1930.
6. Mortgage from Arthur Hartley to The City National Bank of Belfast dated September 10, 1930 and recorded September 11, 1930 in the Waldo Registry in Book 367 at Page 286.
7. Assignment of Mortgage by The City National Bank of Belfast to The First National Bank of Belfast dated February 14, 1934 and recorded February 16, 1934 in the Waldo Registry in Book 386 at Page 63.
8. Assignment of mortgage by The First National Bank of Belfast to T. Ruth Weaver dated July 5, 1940 and recorded July 6, 1940 in the Waldo Registry in Book 391 at Page 351.
9. Discharge of Mortgage by T. Ruth Weaver to Arthur Hartley dated

July 28, 1948 and recorded July 28, 1948 in the Waldo County Registry of Deeds in Book 375 at Page 391.

10. Warranty deed from Arthur Hartley to Genevieve E. Hargrave dated August 27, 1934 and recorded August 29, 1934 in the Waldo County Registry of Deeds in Book 386 at Page 452.

11. Quit-claim deed from Genevieve E. Hargrave to Arthur Hartley and Harriet L. Hartley, as joint tenants, dated August 27, 1934 and recorded August 29, 1934 in the Waldo Registry in Book 386 at Page 453, which said quit-claim deed fails to indicate the marital status of the grantor.

12. Harriet L. Hartley survived her husband, Arthur Hartley, who deceased on or about August 25, 1950, and thereby became the sole surviving joint tenant, and as a result thereof, became the sole owner of the premises.

13. Mortgage from Harriet L. Hartley to The First National Bank of Belfast dated November 29, 1948 and recorded December 9, 1948 in the Waldo Registry in Book 462 at Page 391, which said mortgage was marginally discharged On October 2, 1950.

14. Warranty deed of Harriet L. Hartley to William P. Butler and Pauline H. Butler, as joint tenants, dated September 22, 1950 and recorded September 30, 1950 in the Waldo Registry in Book 474 at Page 387.

15. Mortgage from William P. Butler and Pauline H. Butler to The First National Bank of Belfast dated February 29, 1952 and recorded March 10, 1952 in the Waldo Registry in Book 479 at Page 177, which said mortgage was marginally discharged on May 15, 1961.

16. Warranty deed from William P. Butler and Pauline H. Butler to Ernest J. Bell and Marjorie N. Bell, as joint tenants, dated May 13, 1961 and recorded May 15, 1961 in the Waldo Registry in Book 587 at Page 100.

17. Mortgage from Ernest J. Bell and Marjorie N. Bell to Depositors Trust Company dated May 13, 1961 and recorded May 15, 1961 in the Waldo Registry in Book 587 at Page 102, which said mortgage was marginally discharged on January 4, 1963.

18. Mortgage from Ernest J. Bell and Marjorie N. Bell to John C. Enk and Mary S. Enk, as joint tenants, dated December 28, 1962 and recorded January 2, 1963 in the Waldo Registry in Book 606 at Page 273, which said mortgage was discharged by a discharge recorded in the Waldo County Registry of Deeds in Book 652 at Page 115.

19. Ernest J. Bell deceased intestate November 24, 1965, a resident of Belfast, Maine, and by virtue of his death the joint tenant, Marjorie N. Bell, became vested with title to the entire premises.

20. Warranty deed of Marjorie Bell to Willis C. Trainor and Virginia K. Trainor, as joint tenants, dated October 17, 1966 and recorded October 17, 1966 in the Waldo County Registry of Deeds in Book 652 at Page 116.

21. Warranty deed of Willis C. Trainor and Virginia K. Trainor to Snelling S. Robinson dated September 1, 1967 and recorded September 1, 1967 in the Waldo Registry in Book 663 at Page 98.

22. Executor's deed from Evelyn Flanders Robinson and Continental Illinois National Bank and Trust Company of Chicago to Winston C. Ferris dated March 19, 1970 and recorded March 27, 1970 in the Waldo County Registry of Deeds in Book 680 at Page 688.

4. Your Plaintiff is concerned that some person or persons may claim that the said Defendant, Genevieve E. Hargrave, was not a single person at the time of the conveyance by her to Arthur Hartley and Harriet L. Hartley, as joint tenants, on August 27, 1934, which the Plaintiff denies but which the Plaintiff cannot prove without the production of certain evidence. Your Plaintiff is apprehensive that in the event the said Genevieve E. Hargrave was not a single person at the time of the aforesaid conveyance but was a married woman, that some person or persons may claim some right, title, interest or estate in the land which is the subject of this action.

WHEREFORE, the Plaintiff demands judgment against the Defendants that

1. They and every person claiming through or under them be barred from all claims to any right, title, interest or estate in the above described real property of the Plaintiff.

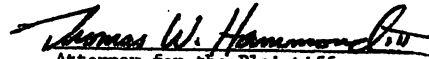
2. The Plaintiff is vested with title to the above described real pro-

erty in fee simple, free and clear of all claims by the Defendant or any person claiming by through or under her, which judgment shall operate directly on the land and shall have the force of a release made by, or on behalf, of the Defendant and all persons claiming by, through or under her of all claims inconsistent with the title established or declared hereby.

3. The Plaintiff is entitled to costs against any Defendant or Defendants who shall assert in this action, claim or claims adverse to the Plaintiff, and

4. The Plaintiff shall have other and further relief as the Court may deem just and proper.

Dated: April 10, 1970

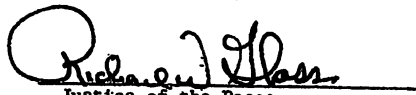

Attorney for the Plaintiff
Thomas W. Hammond III, Esq.
Eaton, Glass & Marsano
Savings Bank Building
Belfast, Maine 04915

State of Maine
Waldo, ss

April 10, 1970

Personally appeared the above named Thomas W. Hammond III, Esquire, Attorney for the Plaintiff herein, who subscribed the foregoing in my presence and made oath to the truth of all of the allegations herein contained of his own knowledge and belief, and that, so far as upon his information and belief, he believes his information to be true, and that the existence or whereabouts of the Defendants named herein or those claiming thereunder, is unknown to him.

Before me,


Justice of the Peace
Notary Public

11275

STATE OF MAINE SUPERIOR COURT
WALDO, SS CIVIL ACTION,

DOCKET NO. _____

WINSTON C. FERRIS, PLAINTIFF

VS

GENEVIEVE E. HARGRAVE, et al
DEFENDANTS,

MOTION FOR SERVICE BY PUBLICATION

.....

Eaton, Glass & Marsano
Belfast, Maine

STATE OF MAINE
WALDO, SS.
CLERK'S OFFICE COURT

Rec'd and Filed this
14th day of April, A. D. 1920

Edwin R. Ayer
Clerk

11260

STATE OF MAINE SUPERIOR COURT
WALDO, SS CIVIL ACTION,

DOCKET NO. _____

WINSTON C. FERRIS,
PLAINTIFF

vs

GENEVIEVE E. HARGRAVE, et al
DEFENDANTS

ORDER FOR SERVICE BY PUBLICATION

.....

Eaton, Glass & Marsano
Belfast, Maine

STATE OF MAINE
WALDO, SS,
CLERK'S OFFICE Sup^e COURT
Rec'd and Filed this
14TH day of April, A. D., 1970
Edward M. Hayes Clerk

STATE OF MAINE

SUPERIOR COURT

WALDO, SS

CIVIL ACTION, DOCKET NO. 11275

WINSTON C. FERRIS of Bucksport, County of
Hancock, State of Maine,
PLAINTIFF,

VS

GENEVIEVE E. HARGRAVE, whereabouts unknown but
whose last residence was in Philadelphia, County
of Philadelphia, State of Pennsylvania, her heirs,
legal representatives, devisees, assigns, trustees
in bankruptcy, disseisors, creditors, lienors and
grantees, and any and all other persons unascertained,
not in being or unknown or out of the
State, and all other persons whomsoever who claim
or may claim any right, title, interest or estate
legal or equitable, in the within described land
and real estate through or under said defendants,
DEFENDANTS,

ORDER FOR
SERVICE BY
PUBLICATION

TO THE ABOVE NAMED DEFENDANTS:

In Plaintiff's Civil Action above captioned, the Plaintiff claims an estate in freehold, to wit, an estate in fee simple in certain property within the County of Waldo and State of Maine, alleging that he and those under whom he claims title have been in possession of the same for a period of four (4) years, or more. He seeks to determine the rights or claims of the named Defendants or any persons unascertained, not in being or unknown, claiming by, through or under the named Defendants or otherwise, and demands that the above named Defendants be barred from all claims to any right, title, interest or estate in the hereinafter described premises, and that he is vested with title to the hereinafter described real property in fee simple free and clear of all claims by the defendants or any person claiming through or under them, and pray that the judgment shall operate directly on the land and shall have the force of a release made by or on behalf of all defendants of all claims inconsistent with the title established or declared hereby:

A certain lot or parcel of land, together with the buildings thereon, commonly known and designated as The Little River Inn, situated in Belfast in the County of Waldo and State of Maine, on the easterly side of the Atlantic Highway, and being bounded and described as follows, to wit:

Northerly by land of Fred R. Poor; Easterly by Penobscot Bay; Southerly by Little River and Westerly by the Atlantic Highway, so called.

Excepting, however, a certain lot or parcel of land, together with the buildings thereon, conveyed to John Joseph Grady et ux by Ernest J. Ball and Marjorie N. Ball by deed dated May 18, 1964 and recorded in the Waldo County Registry of Deeds in Book 621 at Page 288, bounded and described in said deed as follows, to wit: A certain lot or parcel of land situated in Belfast in the County of Waldo and State of Maine commencing at a point on the southeasterly right of way line of U. S. #1 at a concrete culvert; thence southwesterly along said right of way line one hundred eighty-seven (187) feet to a point six (6) feet, more or less, northwesterly of an iron pin; thence South 48° 20' East one hundred thirty-eight (138) feet, more or less, to an iron pin and continuing on the same course thirty-nine (39) feet, more or less to the high water mark of Penobscot Bay; thence turning and running north-easterly along said high water mark three hundred thirty-three feet, more or less, to an iron pipe; thence turning and running generally northwesterly and following the gully that marks the line between land of Ernest J. Ball and Marjorie N. Ball and land of Fred R. Poor to the point of beginning.

You are hereby summoned and required to serve upon Thomas W. Hammond, III, Esquire, Plaintiffs' Attorney, whose address is Messrs. Eaton, Glass & Marsano Savings Bank Building, Belfast, Maine, an answer to the Plaintiff's Complaint

within twenty (20) days after the completion of service of this Order, which service is complete on the twenty-first day after the first publication of this Order as hereinafter set forth.

If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint. Your answer must also be filed with the Court. As provided in Rule 13 (a), your answer must also state as a counter-claim any related claim which you may have against the Plaintiff, or you will thereafter be barred from making such claim in any other action.

It is ORDERED that a copy of this Order of Service by Publication, duly attested by the Clerk of the Superior Court within and for the County of Waldo, be published once a week for three (3) successive weeks in the Republican Journal, a newspaper of general circulation within and for the County of Waldo, wherein the aforementioned civil action is now pending; first publication to be no later than April 16, 1970.

DATED: *April 14, 1970*


Justice, Superior Court

16520908

No. **11275**

Winston C. Ferris

vs.

Genevieve E. Hargrave et al

Filed April 17, 1970

Judgment _____, 19

Execution issued _____, 19

4/14 - service copy issued.

4/17 - Cof recorded

FINISHED
APR 17 1970
RECORDED

**WALDO COUNTY
SUPERIOR COURT**

STATE OF MAINE

STATE OF MAINE
WALDO, ss.

SUPERIOR COURT
Civil Action, Docket No. 11,275

Winston C. Ferris

VS.

Genevieve E. Hargrave et als

PROOF

OF

PUBLICATION

I, Thomas W. Hammond, III being duly sworn, depose and say, that I am the plaintiff's Attorney, that The Republican Journal is a weekly newspaper of general circulation in Waldo County, Maine; that the order, (of which the attached clippings are copies and made a part hereof) was published in said newspaper once a week for three successive weeks, and that the first publication was made in the issue of April 16, 1970 .

Thomas W. Hammond III
Attorney for Plaintiff

Subscribed and sworn to before me this first day of
May 19 70 .

Eduard M. Hagen
Notary Public
Justice of the Peace

STATE OF MAINE SUPERIOR COURT
WALDO, SS Civil Action

Docket No. 11275

WINSTON C. FERRIS, PLAINTIFF

VS

GEREVIVE E. HARGRAVE, et als
DEFENDANT

MOTION FOR APPOINTMENT OF GUARDIAN
AD LITEM

.....

Baton, Glass & Marsano
Belfast, Maine

STATE OF MAINE

WALDO, SS.

CLERK'S OFFICE
Filed and this

19 day of June A. D. 1970

Eduard M. Hayes

STATE OF MAINE

SUPERIOR COURT

WALDO, SS

Civil Action, Docket No. 11275

WINSTON C. FERRIS of Bucksport, County of)
Hancock, State of Maine,)
PLAINTIFF,)

MOTION FOR APPOINTMENT

vs.)

OF GUARDIAN AD LITEM

GENEVIEVE E. HARGRAVE, et als)
DEFENDANTS,)

WHEREAS service has been made upon all of the named defendants, their heirs, legal representatives, devisees, assigns, trustees in bankruptcy, disseisors, creditors, lienors, and grantees, and any and all persons unascertained or not in being or unknown or out of the State, and any and all persons whomsoever who claim any right, title, interest or estate in the land and real estate described in Plaintiff's Complaint by publication in accordance with the order of the court and the time limited in such published notice for the appearance of the defendants has expired; and

WHEREAS there are or may be other defendants who have not been served with process and who have not appeared in this action;

The Plaintiff moves that the Court, pursuant to Title 14, Section 6654 of the Revised Statutes of Maine, 1964, as amended, appoint Roger F. Blake, Esquire, of Belfast, Maine or some other suitable person as Guardian Ad Litem for any such defendant as are enumerated in Paragraph 1 and 2 hereof.

Dated: June 12, 1970.


Attorney for the Plaintiff

STATE OF MAINE SUPERIOR COURT
WALDO, SS Civil Action,
Docket No. 11275

WINSTON C. FERRIS,
PLAINTIFF

vs.

GENEVIEVE E. HARGRAVE,
DEFENDANT,

ORDER APPOINTING GUARDIAN AD LITEM

.....

Eaton, Glass & Marsano
Belfast, Maine

STATE OF MAINE
WALDO, SS. *Apr 2* COURT
CLERK'S OFFICE *and filed this*
19 day of *June* A. D. 19*70*
Edna W. Hayes Clerk

STATE OF MAINE

SUPERIOR COURT

WALDO, SS

Civil Action, Docket No. 11275

WINSTON C. FERRIS of Bucksport, County of
Hancock, State of Maine,
Plaintiff,

vs.

GENEVIEVE E. HARGRAVE, et als,
Defendants,

ORDER APPOINTING
GUARDIAN AD LITEM

The Court, finding that service has been made upon all the defendants in accordance with the Maine Rules of Civil Procedure and the order for service by publication entered in this action, and that the time limited for the appearance of the defendants has expired, and that there are or may be defendants who have not been actually served with process and who have not appeared in this action, it is

ORDERED AND ADJUDGED that Roger F. Blake, Esquire, of Belfast, Maine, be and he hereby is appointed Guardian Ad Litem for any Defendants who have not been actually served with process and who have not appeared in this action.

Dated: *June 19, 1970.*

William S. Silsby
Justice, Superior Court

ACCEPTANCE OF APPOINTMENT

I, Roger F. Blake, Esquire, hereby accept the above appointment.

Dated: June 19, 1970

Roger F. Blake

STATE OF MAINE SUPERIOR COURT
WALDO, SS Civil Action,

Docket No. 11275

WINSTON C. FERRIS,
PLAINTIFF

vs.

GENEVIEVE E. HARGRAVE,
DEFENDANTS

ANSWER OF GUARDIAN AD LITEM

.....
Eaton, Glass & Marsano
Belfast, Maine

STATE OF MAINE
WALDO, SS.
CLERK'S OFFICE

Rec'd and Filed this
19th day of June, A. D. 1920
Edna Ann Hayes

STATE OF MAINE

SUPERIOR COURT

WALDO, SS

Civil Action, Docket No. 11275

WINSTON C. FERRIS of Bucksport, County of)
Hancock, State of Maine,)
Plaintiff,)

ANSWER OF GUARDIAN AD LITEM

vs.

GENEVIEVE E. HARGRAVE, et als,)
Defendants,)

Roger F. Blake, Esquire, Guardian ad Litem, to represent and defend the rights and interests of persons unknown or unascertained claiming by, through or under the named defendants, their heirs, legal representatives, devisees, assigns, creditors, trustees in bankruptcy, disseizors, lienors, grantees, and all other persons whomsoever claiming by, through or under the named defendants, or in any other manner, who are minors, persons of unsound mind, members of the military services, or who are residents of the State and who have not appeared in this action, answers and says:

1.) That he is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph (1) of Plaintiff's Complaint.

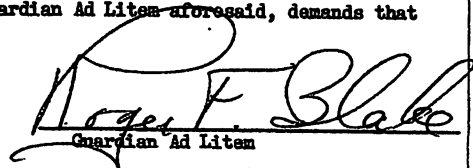
2.) That he is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph (2) of Plaintiff's Complaint.

3.) That he is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph (3) of Plaintiff's Complaint.

4.) That he is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph (4) of Plaintiff's Complaint.

Wherefore, Roger F. Blake, as Guardian Ad Litem aforesaid, demands that Plaintiff's Complaint be dismissed.

Dated: June 19, 1970.


Guardian Ad Litem

STATE OF MAINE SUPERIOR COURT
Civil Action;
WALDO, SS Docket No. 11275

WINSTON C. FERRIS,
PLAINTIFF,

vs.

GENEVIEVE E. BARGAVE,
DEFENDANT,

FINAL DECREE

STATE OF MAINE
WALDO, SS.
COURT OFFICE
I hereby certify that the
above is a true and correct copy of the
original as filed in the
Clerk's Office of the Superior Court
at Waldo, Maine, on this 14th day of
August, 1970.
Clerk of the Court
[Signature]

WALDO, SS

Civil Action, Docket No. 11275

WINSTON C. FERRIS of Bucksport, County of)
Hancock, State of Maine,)
PLAINTIFF,)

vs.)

GENEVIEVE E. HARGRAVE, whereabouts unknown but)
whose last residence was in Philadelphia, County)
of Philadelphia, State of Pennsylvania, her heirs,)
legal representatives, devisees, assigns, trustees)
in bankruptcy, disseizors, creditors, lienors and)
grantees, and any and all other persons unascertained,)
not in being or unknown or out of the State, and all)
other persons whomsoever who claim or may claim any)
right, title, interest or estate, legal or equitable,)
in the within described land and real estate through)
or under said defendants,)
DEFENDANTS,)

FINAL DECREE

This matter came on for hearing before the Court and the Court finding that service by publication upon all defendants has been made in accordance with the Order of this Court dated April 14, 1970, and Roger F. Blake, Esq., of Belfast, Maine, having been appointed Guardian Ad Litem under Title 14, M.R.S.A., Section 6656 for all defendants, and the said Roger F. Blake, Esq. having filed an acceptance of appointment and an answer denying the allegations of the Complaint;

It is, after hearing, ORDERED, ADJUDGED AND DECREED THAT:

1. The defendants and every person claiming by, through, or under them, be barred from all claims to any right, title, interest or estate in the following described land and real estate:

A certain lot or parcel of land, together with the buildings thereon, commonly known and designated as The Little River Inn, situated in Belfast, in the County of Waldo and State of Maine, on the easterly side of the Atlantic Highway, and being bounded and described as follows, to wit:

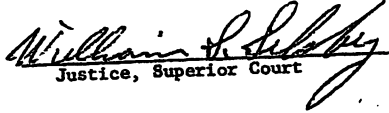
Northerly by land of Fred R. Poor; Easterly by Penobscot Bay;
Southerly by Little River and Westerly by the Atlantic Highway, so called.

Excepting, however, a certain lot or parcel of land, together with the buildings thereon, conveyed to John Joseph Grady et ux by Ernest J. Bell and Marjorie N. Bell by deed dated May 18, 1964 and recorded in the Waldo County Registry of Deeds in Book 621 at Page 288, bounded and described in said deed as follows, to wit: A certain lot or parcel of land situated in Belfast in the County of Waldo and State of Maine commencing at a point on the south-easterly right of way line of U. S. #1 at a concrete culvert; thence south-westerly along said right of way line one hundred eighty-seven (187) feet to a point six (6) feet, more or less, northwesterly of an iron pin; thence South 48° 20' East one hundred thirty-eight (138) feet, more or less, to an iron pin and continuing on the same course thirty-nine (39) feet, more or less, to the high water mark of Penobscot Bay; thence turning and running north-easterly along said high water mark three hundred thirty-three feet, more or less, to an iron pipe; thence turning and running generally northwesterly and following the gully that marks the line between land of Ernest J. Bell and Marjorie N. Bell and land of Fred R. Poor to the point of beginning.

2. The plaintiff is vested with title to the above described land and real estate in fee simple.

3. A copy of this Judgment and Decree, attested as such by the Clerk of this Court, shall be recorded in the Waldo County Registry of Deeds and this Judgment and Decree shall operate directly upon the above described land and real estate and shall have the force of a release made by or on behalf of all the defendants of all claims inconsistent with the title established or declared hereby. This decree shall be recorded within thirty days after date in the Registry of Deeds for the County of Waldo and State of Maine, which county is the one in which this Court finds venue to exist.

Dated: June 26, 1970


Justice, Superior Court

EXHIBIT

9

TWELFTH CENSUS OF THE UNITED STATES.

B

State Pennsylvania }
County Philadelphia }

SCHEDULE No. 1.-POPULATION.

Supervisor's District No. 14 Penna Sheet No.
Enumeration District No. 677

Township or other division of county... Name of Institution...
Name of incorporated city, town, or village, within the above-named division... Ward of city...
Enumerated by me on the 5 day of June, 1900... Enumerator.

Table with columns: LOCATION, NAME, RELATION, PERSONAL DESCRIPTION, NATIVITY, CITIZENSHIP, OCCUPATION, TRADE, OR PROFESSION, EDUCATION, OWNERSHIP OF HOME. Includes handwritten entries for various individuals like Mark, John, William, etc.

Vertical handwritten notes on the left margin of the table.

Handwritten number 050 in the bottom right corner.

State Pennsylvania
 County Philadelphia
 Township or other division of county

Incorporated place Philadelphia City
 Ward of city 7th
 Block No. 38

DEPARTMENT OF COMMERCE—BUREAU OF THE CENSUS
 FIFTEENTH CENSUS OF THE UNITED STATES: 1930
 POPULATION SCHEDULE

Enumeration District No. 51-280
 Supervisor's District No. 30

Sheet No. 16A

Unincorporated place _____ Institution _____ Enumerated by me on April 16, 1930, Harry F. Fite.

PLACE OF ABODE	NAME	RELATION	HOME DATA	PERSONAL DESCRIPTION	EDUCATION	PLACE OF BIRTH			MOTHER TONGUE (OR NATIVE LANGUAGE) OF FOREIGN BORN	CITIZENSHIP, ETC.	OCCUPATION AND INDUSTRY		EMPLOYMENT	VETERANS
						PERSON	FATHER	MOTHER			OCCUPATION	INDUSTRY		
						1	2	3			4	5		
1	395/137/182	Donnel William H	Head	60000 R	M W 65 M 25	Indiana	New York	New York	English	1871	NA	None	None	No
2		Dora W	wife H		F W 46 M 18	New Jersey	New Jersey	New Jersey	English	1877	AL	None	None	No
3		Rodgers Katherine	daughter		F W 25 S	Pennsylvania	Pennsylvania	New Jersey	English	1897	AL	None	None	No
4		Sonma William Jr	son		M W 19 S	Pennsylvania	Pennsylvania	New Jersey	English	1897	AL	None	None	No
5		Elyabeth	daughter		F W 18 S	Pennsylvania	Indiana	New Jersey	English	1897	AL	None	None	No
6		Dora B	daughter		F W 13 S	Pennsylvania	Indiana	New Jersey	English	1897	AL	None	None	No
7		Mahlenhoff Kate	servant		F W 40 S	Pennsylvania	Pennsylvania	Pennsylvania	German	1890	NA	Coats	Private family 6026	Wife
8		O'Neill James D	servant		M W 34 S	Irish Free State	Irish Free State	Irish Free State	English	1896	AL	Butler	Private family 2526	Wife
9		Beattie Beatrice	servant		F W 37 S	Irish Free State	Irish Free State	Irish Free State	English	1893	AL	Maed	Private family 2596	Wife
10		Bryan Maria	servant		F W 48 S	France	France	France	French	1875	AL	Government	Private family 7494	Wife
11		Blum Agnes	servant		F W 45 S	Irish Free State	Irish Free State	Irish Free State	English	1885	AL	Maed	Private family 2576	Wife
12	391/138/184	Hartley Arthur	Head	35000	M W 57 M 30	Pennsylvania	Pennsylvania	Pennsylvania	English	1873	AL	Physician	Medical 9294	Wife
13		Hanney J	wife H		F W 54 M 18	New York	New York	New York	English	1876	AL	Physician	Medical 9294	Wife
14		Hargrave Genevieve	daughter		F W 52 S	New York	New York	New York	English	1878	AL	None	None	No
15		Robt J Estana	servant		F W 57 S	Virginia	Virginia	Virginia	English	1873	AL	Maed	Private family 2596	Wife
16		Perkins Myrnis	daughter		F W 50 D	Maryland	Maryland	Virginia	English	1880	AL	Maed	Private family 2596	Wife
17	335/137/183	Hockstein Louis	Head	R 105 R	M W 26 M 25	Pennsylvania	New Jersey	New Jersey	English	1894	AL	Banker	Private family 2594	Wife
18		Florence	wife H		F W 22 M 18	Pennsylvania	New Jersey	New Jersey	English	1897	AL	None	None	No
19		Paul E	son		M W 17 M 18	Pennsylvania	Pennsylvania	Pennsylvania	English	1897	AL	None	None	No
20	186	Maloney John	Head	R 45 R	M W 31 D	New Jersey	Pennsylvania	Pennsylvania	English	1899	AL	Physician	Medical 9294	Wife
21	333/140/187	Whitney Albert D	Head	45000	M W 60 M 28	New Jersey	Connecticut	Massachusetts	English	1870	AL	Physician	Medical 9294	Wife
22		John R	wife H		F W 59 M 28	Pennsylvania	Pennsylvania	Pennsylvania	English	1871	AL	None	None	No
23	331/141/185	Seipried John	Head	45000 R	M W 56 M 28	New Jersey	Pennsylvania	Pennsylvania	English	1874	AL	Physician	Medical 9294	Wife
24		Bertha V	wife H		F W 56 M 23	Pennsylvania	England	England	English	1874	AL	Physician	Medical 9294	Wife
25		Florence	daughter		F W 25 S	Pennsylvania	New Jersey	Pennsylvania	English	1897	AL	None	None	No
26		Elyabeth	daughter		F W 21 S	Pennsylvania	New Jersey	Pennsylvania	English	1897	AL	None	None	No
27		John Jr	son		M W 14 S	Pennsylvania	New Jersey	Pennsylvania	English	1897	AL	None	None	No
28		Stavite Marie	servant		F W 40 S	Irish Free State	Irish Free State	Irish Free State	English	1890	AL	Maed	Private family 4596	Wife
29	329/142/188	Beatolet John A	Head	60000 R	M W 40 M 30	Pennsylvania	Pennsylvania	Pennsylvania	English	1890	AL	Physician	Medical 9294	Wife
30		Helen	wife H		F W 40 M 30	Pennsylvania	Canada	England	English	1890	AL	None	None	No
31		Wilkes Margaret	daughter		F W 15 S	New Jersey	New Jersey	New Jersey	English	1897	AL	None	None	No
32		Samuelson Alan	son		M W 28 S	Pennsylvania	Poland	Poland	Polish	1897	AL	None	None	No
33		Madeline Rose H	daughter		F W 24 S	Pennsylvania	New York	New York	English	1897	AL	Physician	Medical 9294	Wife
34		Lambert Harold	son		M W 26 S	Illinois	Illinois	Illinois	English	1897	AL	Physician	Medical 9294	Wife
35		Richard Henry Jr	son		M W 26 S	Pennsylvania	Pennsylvania	Georgia	English	1897	AL	Physician	Medical 9294	Wife
36		William John M	son		M W 26 S	Pennsylvania	New York	New York	English	1897	AL	Physician	Medical 9294	Wife
37		Harriet Rose	daughter		F W 26 S	Poland	Poland	Poland	Polish	1897	AL	Physician	Medical 9294	Wife
38		Samuel Elyan R	son		M W 26 S	Poland	Poland	Poland	Polish	1897	AL	Physician	Medical 9294	Wife
39		Wolpa Ben	son		M W 26 S	Poland	Poland	Poland	Polish	1897	AL	Physician	Medical 9294	Wife
40		Clara William R	daughter		F W 25 S	Poland	Poland	Poland	Polish	1897	AL	Physician	Medical 9294	Wife
41		Robert William E	son		M W 25 S	Poland	Poland	Poland	Polish	1897	AL	Physician	Medical 9294	Wife
42		Richard Joseph A	son		M W 26 S	Poland	Poland	Poland	Polish	1897	AL	Physician	Medical 9294	Wife

This table enumerates of Block # 38

ABBREVIATIONS TO BE USED IN COLUMNS INDICATED: Col. 1-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50

ENTRIES ARE REQUIRED IN THE SEVERAL COLUMNS AS FOLLOWS: Col. 1-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50

EXHIBIT

10



Donald R. Richards, P.L.S., L.F.

RICHARDS, CRANSTON & CHAPMAN, LLC
LAND SURVEYS

56 Kimberly Drive, Rockport, ME 04856

Ph: (207) - 594 - 4414

E-Mail: richards @ free.midcoast.com

April 30, 2019

David Losee, Esq.
7 Highland Avenue
Camden, Maine 04843

Re: Nordic Aquafarms application matters - Shore rights

Dear David,

I have had opportunity to review additional deeds and materials pertaining to the ownership limits of the various properties at the Little River neighborhood in Belfast and Northport with particular attention to the location of the pipeline proposed by Nordic Aquafarms.

The pipeline is proposed to cross the property of Richard and Janet Eckrote but a review of the deeds indicates there are two points which are problematic for the applicants. The Eckrotes' predecessor in title did not acquire the shore and the flats adjoining their property, they are included in the deed to Mabee and Grace, and there is a restriction on the Eckrotes' property from a previous deed which prohibits commercial use. I will elaborate upon each issue.

1.) Shore Rights Richard and Janet Eckrote acquired their property under a probate deed from the Estate of Phyllis J. Poor. My research indicates that Phyllis Poor acquired title through a deed to Fred R. Poor from Harriet Hartley dated January 25, 1946 as recorded in Book 452, Page 205 of the Waldo County Registry of Deeds. That deed to Fred R. Poor described the southeasterly boundary of the property as running, "Easterly and Northeasterly along high water mark of Penobscot Bay...". That language clearly bounds the land conveyed at the high water mark and excludes the lands

between the high water mark and the low water mark of Penobscot Bay so Phyllis Poor did not have shore or intertidal rights to convey under that deed.

To clarify, the shore is the land between the ordinary low stage and ordinary high stage of the water or all the ground between the ordinary high water mark and low water mark.¹ This area is also known as flats, intertidal zone, foreshore, beach, or the beachfront area.² It may be sold separately from the upland and may be excluded from a sale of the upland by appropriate wording. The deed to Fred R. Poor ran easterly and northeasterly along high water mark of Penobscot Bay thereby excluding the shore and flats or the land between the high water mark and the low water mark which was retained by Harriet L. Hartley in that conveyance. While Fred R. Poor owned to the high water mark, Harriet L. Hartley continued to own the land between Fred R. Poor at high water mark and Penobscot Bay at low water mark. By the use of the very specific and clear language used in that deed of conveyance and subsequent conveyances it must be concluded that it was her intension to retain the intertidal land between land of Fred R. Poor and the bay.

As I traced the record title back to discern who owned the shore and the flats it became obvious that they belong to Jeffrey R. Mabee and Judith B. Grace under their deed from Heather O. Smith dated May 15, 1991 as recorded in Book 1221, Page 347 of the Waldo County Registry of Deeds. That deed describes their land as bounded, "northerly by land of Fred R. Poor", which terminated at the high water mark and, "Easterly by Penobscot Bay", which description necessarily includes the shore and the flats in front of the Eckrote property and northerly to the extent of the Fred R. Poor tract. That deed excluded the land conveyed to Theye which also terminates at the high water mark. The wording in the deed to Larry D. Theye and Betty Becker-Theye dated June 29, 1992 as recorded in Book 1303, Page 184 states that their boundary runs from an iron pin 39 feet more or less, "to the high water mark of Penobscot Bay; thence turning and running northeasterly along said high water mark three hundred thirty three (333) feet, more or less, to an iron pipe". Again, that wording in the Theye deed, carried forward from the creation of the lot in 1964, left the land between the high water mark and the low water mark in the ownership of the Mabee and Grace predecessors in title.

Although it is redundant, the deed to Mabee and Grace also states that the premises were conveyed, "Together with our right, title and interest in and to that portion of the premises which lies between high and low water mark commonly designated as the

¹ *Proctor v. Hinkley*, 462 A.2d 465 (Me. 1983); *Hodgdon v. Campbell*, 411 A.2d 667 (Me. 1980); *Sinford v. Watts*, 123 Me. 230, 122 A. 573 (1923); *McLellan v. McFadden*, 114 Me. 242 (1915); *Dunton v. Parker*, 97 Me. 461 (1903); *Proctor v. Railroad Co.*, 96 Me. 458 (1902); *Abbott v. Treat*, 78 Me. 121 (1886); *Montgomery v. Reed*, 69 Me. 510 (1879); *Littlefield v. Littlefield*, 28 Me. 180 (1848); *Hodge v. Boothby*, 48 Me. 68 (1861 Me.). In *Lapish v. Bangor Bank*, 8 Me. 85 (1831), the court adopted the following definition:

The sea shore must be understood to be the margin of the sea, in its usual and ordinary state. Thus when the tide is out, low water mark is the margin of the sea, and when the sea is full, the margin is high water mark. The sea shore is, therefore, all the ground between ordinary high water mark and low water mark.

Id. at 89-90. See also, *Storer v. Freeman*, 6 Mass. 435, 4 Am.Dec. 155 (1810)

² *Bell v. Town Of Wells*, 557 A.2d 168, 57 U.S.L.W. 2590 (Me. 1989). For the definition of beach see *Littlefield v. Littlefield*, 28 Me. 180 (1848) See also, Me. Rev. St. Ann. tit., 12, § 572

flats". The Mabee and Grace tract is the residual property of Harriet L. Hartley less the land of Theye. Harriet L. Hartley clearly owned the shore and flats between the properties of Fred R. Poor (which includes the land now of Eckrote and land now of Theye) and Penobscot Bay. That land was included in the description of the deed to Mabee and Grace.

It should be noted that while the deed to Phyllis J. Poor (Bk. 1228, Pg 346) calls for the boundary at the shore to run "Easterly and Northeasterly along high water mark of Penobscot Bay...", the description in the deed from the Estate of Phyllis J. Poor to Richard and Janet Eckrote dated October 15, 2012 and recorded in Book 3697, Page 5 of the Waldo County Registry of Deeds has been altered to read, "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..." which would suggest that the estate was conveying the shore and flats adjoining the Eckrote property. This is clearly erroneous. The new description was based on an August 31, 2012 survey by Good Deeds, Inc. It may be that the unrecorded survey was erroneous or that the scrivener of the description was careless or uninformed but the Estate of Phyllis J. Poor did not own the shore and flats adjoining her property under her deed. The court has made it clear that in matters of real estate you cannot convey that which you do not own.³ The deed to Eckrote creates a color of title⁴ which in reality is only a semblance of a title based on a defective description. That erroneous change in the description did not increase the land area that Phyllis J. Poor could rightfully convey to the Eckrotes. Her estate could not convey land owned by Jeffrey R. Mabee and Judith B. Grace. Furthermore the court has held that the simple recording of the deed would not diminish the ownership of Mabee and Grace who had no actual notice of the error⁵.

2.) Deed Restriction The same deed cited above to Fred R. Poor from Harriet Hartley contains the following wording: "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 and that no business for profit is to be conducted there unless agreed to by Harriet L. Hartley, her heirs or assigns". That clause was undoubtedly inserted in the deed to protect the remaining land of Hartley, now owned by the Theyes and Mabee and Grace.

³ **Calthorpe v. Abrahamson**, 441 A.2d 284, 287 (Me. 1982) (*A grantor can convey effectively by deed only that real property which he owns.* See **May v. Labbe**, 114 Me. 374, 96 A. 502 (1916); 6 U. Thompson, Commentaries on the Modern Law of Real Property § 2935 (1962).); **Dorman v. Bates Mfg. Co.**, 82 Me. 438, 448 (1890) (*One cannot convey what he does not own. One cannot convey land, nor create an easement in it unless he owns it. An attempt to do so may render him liable on the covenants in his deed; but neither the land nor the easement will pass.*); **Eaton v. Town of Wells**, 2000 ME 176 (*a person can convey only what is conveyed into them.* See **May v. Labbe**, 114 Me. 374, 380 (1916) (*However much they may have intended to convey, they conveyed no more than the deeds properly construed conveyed.*)

⁴ **Wallingford Fruit House v. MacPherson**, 386 A.2d 332 (Me. 1978) (*"Color of title" has been defined to be that which in appearance is title, but which in reality is no title.* **Wright v. Mattison**, 59 U.S. 50, 56, 15 L. Ed. 280 (1855).)

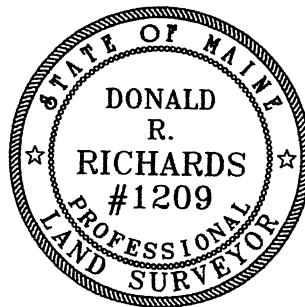
⁵ **Roberts v. Richards**, 84 Me. 1, 6 (1891) (*While such a deed recorded is evidence of the extent of the grantee's claim, the registration is constructive notice only to those who would claim under the same grantor.* **Tilton v. Hunter**, 24 Maine 29; **Spofford v. Weston**, 29 Maine 145; **Roberts v. Bourne**, 23 Maine, 165, 169; **Veazie v. Parker**, 23 Maine, 170; **Little v. Megquier**, 2 Maine, 178. **Said Wilde, J.**: "To hold the proprietors of land to take notice of the records of deeds to determine whether some stranger has without right made conveyance of their land, would be a most dangerous doctrine and cannot be sustained with any color of reason or authority." **Bates v. Norcross**, 14 Pick. 224.)

It is my understanding that a restriction, easement or encumbrance rooted in language specifying the inclusion of heirs and assigns runs with the land⁶ even if not reiterated in the subsequent deeds and in this instance Larry Theye and Betty Becker-Theye and Jeffrey Mabee and Judith Grace are assigns under the deeds of Harriet Hartley.

I am reporting this to you as representative for Upstream Watch to discuss and verify with legal counsel and your clients. It would appear that the Nordic Aquafarms pipeline is designed to cross land of Mabee and Grace and that an agreement from Mabee & Grace and the Theyes may be needed to use the Eckrote property for other than residential purposes.

Yours sincerely,


Donald R. Richards, P.L.S.



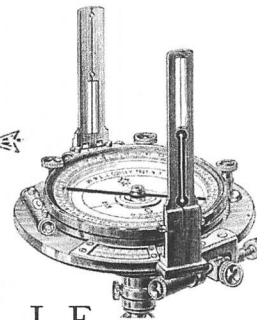
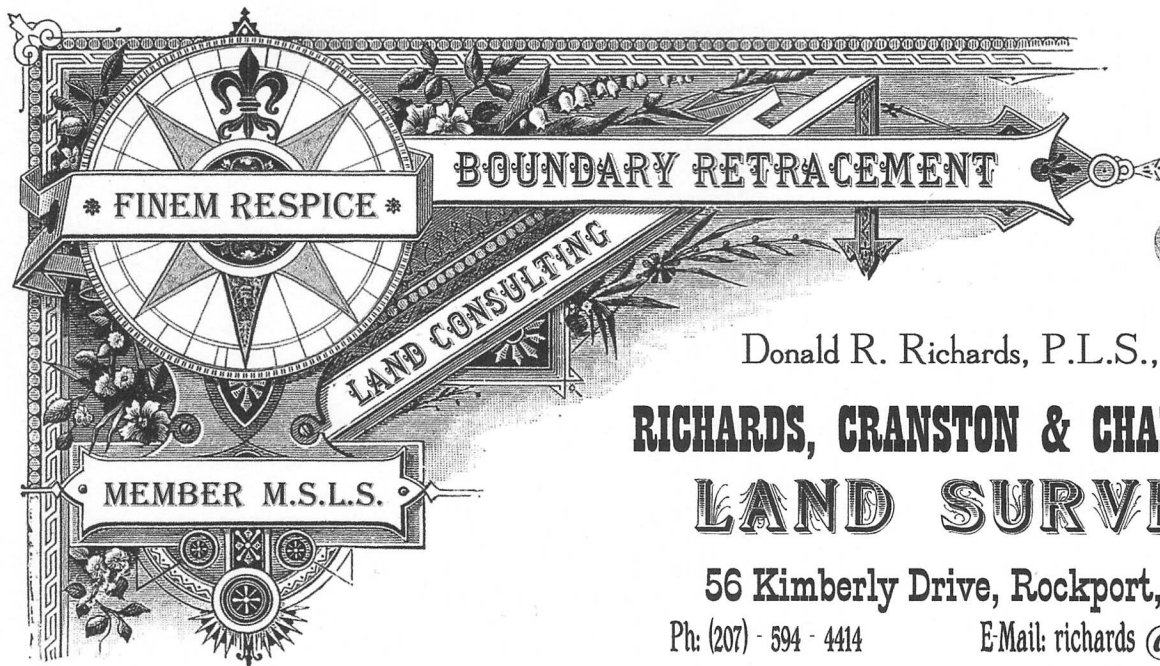
cc: Kim Ervin Tucker

⁶ Appurtenant easements, created to benefit land, run with the land even though not specifically cited in subsequent deeds. The easement attaches to the land and belongs to the property. (*Cole v. Bradbury* 86 Me. 380 (1894); *Dority v. Dunning*, 76 Me. 381 (1886)) This principle has been codified in Me. Rev. St. Ann. tit. 33 § 773 which states:

In a conveyance of real estate all rights, easements, privileges and appurtenances belonging to the granted estate shall be included in the conveyance, unless the contrary shall be stated in the deed.

EXHIBIT

11



Donald R. Richards, P.L.S., L.F.

RICHARDS, CRANSTON & CHAPMAN, LLC
LAND SURVEYS

56 Kimberly Drive, Rockport, ME 04856

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April 30, 2019

David Losee, Esq.
7 Highland Avenue
Camden, Maine 04843

Re: Mabee & Grace - Shore Rights

Dear David,

After reviewing questions raised about the shore rights of Jeffrey R. Mabee and Judith B. Grace along Penobscot Bay in Belfast I would like to clarify issues pertaining to the boundary location of their tract as it adjoins land of their neighbors. Their tract is described in the deed from Heather O. Smith to them dated May 15, 1991 as recorded in Book 1221, Page 347 of the Waldo County Registry of Deeds (all deed references herein are to the Waldo County Registry of Deeds). They were conveyed the remaining property from the larger tract previously owned by Harriet L. Hartley. The initial Hartley property was described in the deed from Genevieve Hargrave to Arthur Hartley and Harriet L. Hartley his wife as joint tenants, which deed was dated August 27, 1934 and recorded in Book 386, Page 453 of the Waldo County Registry of Deeds.

After Harriett Hartley was widowed she sold **Two Parcels** of land out of the initial tract. The **First Parcel** sold off was by deed to Fred R. Poor from Harriet Hartley dated January 25, 1946 as recorded in Book 452, Page 205 of the Waldo County Registry of Deeds. That deed to Fred R. Poor described the southeasterly boundary of the property as running, "*Easterly and Northeasterly along high water mark of Penobscot Bay...*". In that deed she plainly expresses her intension by language that is clear, specific and unambiguous that the bound of the land conveyed was at the high water mark and

excludes the lands between the high water mark and the low water mark of Penobscot Bay.

Because she retained the shore or the intertidal lands between the Fred R. Poor tract and Penobscot Bay subsequent owners under the deed to the Fred R. Poor tract are also bounded by the high water mark at the shore. Those subsequent owners under the deed to Fred R. Poor would include Richard and Janet Eckrote who acquired their property under a probate deed from the Estate of Phyllis J. Poor dated October 15, 2012 as recorded in Book 3697, Page 5 and Lyndon W. Morgan who acquired title under a deed from Cathy G. Morgan dated July 9, 1998 as recorded in Book 1804, Page 307. The Eckrote parcel is shown on the Belfast Tax Map 29 as Lot 36 and the Morgan tract is shown on that map as Lot 35. (See attached sketch - Appendix A)

The **Second Parcel** that Harriet L. Hartley sold was to Sam M. Cassida by deed dated October 25, 1946 as recorded in Book 438, Page 497. That parcel is situated northerly of the parcel conveyed to Fred R. Poor. The description to the Cassida tract runs, *“to the high water mark of said Bay, thence southwesterly and westerly along high water mark of said Bay 660 feet more or less to a stake...”*. The deed then stipulates, *“Also conveying whatever right title and interest I may have in and to the land between high and low water marks of Penobscot Bay in front of the above described lot.”* This clearly indicates that San M. Cassida was conveyed the shore and flats or the intertidal lands between the upland tract and Penobscot Bay. The sideline boundary between the Cassida tract and the remaining land of Harriet L. Hartley would be located by the “Colonial Method” of dividing the shore and flats outlined in Emerson v. Taylor, 9 Me. 42 (1832). The land of Rodney D. Helmers and Donna G. Helmers situated northerly of the land of Lyndon W. Morgan is derived from that parcel conveyed to Cassida and is depicted as Lot 34 on Belfast Tax Map 29.

It is significant and worth noting that the contemporaneous deeds from Harriet L. Hartley to Fred R. Poor and Sam Cassida, both dated in the year 1946, use clear but differing language to describe the grantors intension in the disposition of the shore and flats. In one she clearly intends to keep the intertidal rights and in the other she clearly intends to convey those rights.

Harriet L. Hartley conveys the remaining portion of her land situated east of Northport Avenue or U. S. Route One, also called the Atlantic Highway, to William P. Butler and Pauline H. Butler by deed dated September 22, 1950 as recorded in Book 474, Page 387. The description in that deed calls for the parcel conveyed to be bounded “Northerly by land of Fred R. Poor” and “easterly by Penobscot Bay”. The land of Fred R. Poor adjoined the remaining land of Hartley and was situated generally northerly of it. Although the mutual boundary consisted of a portion of the boundary running over the upland from Atlantic Highway to the high water mark of Penobscot Bay and a portion of the boundary runs along Fred R. Poor at the high water mark of

Penobscot Bay all of Fred R. Poors land was situated northerly of the Hartley property and there is nothing in the deed to suggest she meant to sever that portion of her ownership in the shore and the flats in front of the Fred R. Poor tract.

The parcel conveyed by Hartley to Butler is conveyed by various intervening deeds to Jeffrey R. Mabee and Judith B. Grace with the exception of the parcel which was conveyed to Larry D. Theye and Betty Becker-Theye dated June 29, 1992 as recorded in Book 1303, Page 184 which states that their boundary runs from an iron pin 39 feet more or less, "to the high water mark of Penobscot Bay; thence turning and running northeasterly along said high water mark three hundred thirty three (333) feet, more or less, to an iron pipe". Again, that wording in the Theye deed, carried forward from the creation of the lot in 1964, left the land between the high water mark and the low water mark in the ownership of the Mabee and Grace predecessors in title. The Theye property is shown as Parcel 37 on the Belfast Tax Map 29.

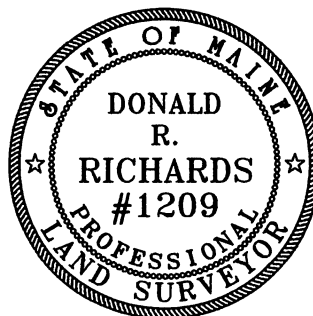
The question of adverse rights against Jeffrey R. Mabee and Judith B. Grace in the shore area in front of the Ekrote parcel has been raised. Apart from clear and substantial improvements in the shoreland area such as a pier or fishing weirs it is nearly impossible to establish adverse possession. First, the intertidal zone or the area of the shore is open to the public for fishing, fowling and navigation. The mere use of the property for these purposes would not be adverse in any way. These activities would include entering the property for boating, kayaking, scuba diving, clamming and the collection of sea manure. Additionally, the use must be so open, unequivocal and obvious that the true owner is given constructive notice that another party is possessing and claiming ownership of their land and that the entrance onto the property is not the invasion of a mere occasional trespasser. Maine has fostered a climate for land ownership that would assure landowners that if they allow the public to use their land recreationally, that is by not posting it against trespassers or by granting permissive use, they may do so without fear of liability or adverse claims because the use is considered permissive. If that were not the case much of the open private lands in Maine would be posted and closed to all forms of recreation.

Hopefully this will clarify questions that have been raised,

Sincerely yours,



Donald R. Richards



Adverse possession Cases

*"Possession that is sufficient to convey title by adverse possession must be 'actual, open, notorious, hostile, under claim of right, continuous, and exclusive for a period of at least twenty years.'" Emerson v. Maine Rural Missions Ass'n, 560 A.2d 1, 2 (Me. 1989) (citation omitted). The claimant must establish these elements "by clear proofs of facts and conduct fit to put a man of ordinary prudence, and particularly the true owner, on notice that the estate in question is actually, visibly, and exclusively held by a claimant in antagonistic purpose." Id.; see also id. at 2 n. 1. The intention to hold only to the true boundary, wherever that boundary might be, defeats the claim of one seeking title by adverse possession to land beyond the true boundary. Landry v. Giguere, 127 Me. 264, 268, 143 A. 1, 3 (1928). See also McMullen v. Dowley, 483 A.2d 698, 700 (Me. 1984) (if occupier intends to hold the property only if he were in fact legally entitled to it, the occupation is conditional and cannot form the basis of an adverse possession claim.) "It is primarily for the fact finder to judge the credibility of witnesses and to consider the weight and significance of any other evidence. As such, this Court must give due regard to the trier of fact's determinations on credibility, weight and significance of evidence." Tonge v. Waterville Realty Corp., 448 A.2d 902, 905 (Me.1982). **Cates v. Smith, 636 A.2d 986 (Me. 1994).***

*"The rule upon that is very succinctly stated and I will read it: 'The essential use and occupation by one claiming adversely must be of such unequivocal a character as to reasonably indicate to the true owner, visiting the premises during the statutory period, that instead of suggesting the probable invasion of a mere occasional trespasser, they unmistakably show asserted and exclusive approbation and ownership.'" "It must be open, that is to say not clandestine, going upon the land in the night or stealing in at times when the true owner may have no knowledge of it, but it must be broad daylight as a man ordinarily manages his own property, so that anybody looking on, or the true owner looking on, would see and would understand that the man thus occupying was asserting some claim; there need not be any words necessarily, but enough to put the true owner upon the inquiry what are you here for? Are you claiming something, to induce him to assert his rights if he had any?" **Batchelder v. Robbins, 93 Me. 579, 583 (1900).***

Occasional acts of cutting hay or firewood, burning for blueberries, gathering berries, are insufficient to meet the laws demands for adverse possession. **Smith v. Sawyer, 108 Me. 485, 486 (1911).**

"To constitute a disseizin, or such exclusive and adverse possession of lands as to bar or limit the right of the true owner thereof to recover them, such lands need not be surrounded with fences or rendered inaccessible by water; but it is sufficient, if the possession, occupation and improvement are open, notorious, and comporting with the ordinary management of a farm; although that part of the same, which composes the woodland belonging to such farm and used therewith as a wood lot, is not so enclosed.

This statute does not dispense with any of the elements necessary to make possessory title. Tilton v. Hunter, 24 Maine, 33. While color of title is not essential and enclosure by fences not necessary, acts of possession must be shown so open, notorious and continuous that the owner viewing the land may be presumed to know of the use and of its character and extent. Occasional

trespasses will not ripen into title. Adams v. Clapp, 87 Maine, 316; Smith v. Sawyer, 108 Maine, 485. Holden v. Page, 118 Me. 242, 244-5 (1919).

...adverse possession requires that acts of possession be sufficiently visible and notorious so as to provide the real owner with notice of the possessor's hostile intent. Webber v. Barker, 116 A. 586, 588, 121 Me. 259, 264 (1922). Such not need not be actual, Holden v. Page, 107 A. 492, 494, 118 Me. 242, 247 (1919); it is sufficient to prove acts so open and notorious that the owner's knowledge of them and of their adverse character may be presumed. Id. Emerson v. Maine Rural Missions Ass'n, 560 A.2d 1, 3 (Me. 1989).

PAYMENT OF TAXES

In an action involving title the mere fact that taxes are assessed against a person in possession of land is utterly inconsequential. At most it shows the opinion of the assessors in reference to the title and their opinion is immaterial. Smith v. Booth Brothers, 112 Maine, 308.

Payment of taxes upon land is not evidence of possession. Smith v. Booth Brothers, supra.

But payment of a tax upon land is evidence of a claim of title. Daly v. Children's Home, 113 Maine, 528; Carter v. Clark, 92 Maine, 228. If such payment is known to and acquiesced in by the owner it becomes more significant. Holden v. Page, 118 Me. 242, 245-6 (1919)

Limit of Liability

See Title 14 §159-A

Decision: 2012 ME 84
Docket: Kno-11-399
Argued: May 10, 2012
Decided: June 28, 2012

Panel: SAUFLEY, C.J., and ALEXANDER, LEVY, SILVER, MEAD, GORMAN, and JABAR, JJ.

ANDREW WEINSTEIN et al.

v.

RICHARD HURLBERT et al.

LEVY, J.

[¶1] Richard Hurlbert, Audrey McGlashan, and Hurlbert-McGlashan, LLC (collectively, Hurlbert) appeal from a judgment of the Superior Court (Knox County, *Hjelm, J.*) declaring that Andrew and Melinda Weinstein (collectively, Weinstein) hold title to a portion of land through adverse possession. Hurlbert argues that the trial court erred because Weinstein failed to satisfy his burden of establishing the required elements of an adverse possession claim. We agree and vacate the judgment.

I. BACKGROUND

[¶2] Hurlbert has record title to several parcels of land in Owls Head, including a portion of waterfront property known as Cliff Street that extends from

the end of Beach Street south and adjacent to the water.¹ Weinstein owns property within the “L” created by the intersection of Beach and Cliff Streets, abutting Hurlbert’s property. Cliff Street forms the record eastern boundary of Weinstein’s property. This action arises from the parties’ dispute about ownership of the Cliff Street property.

[¶3] A jury-waived trial was held in the Superior Court at which a number of neighbors and former property owners from the neighborhood surrounding Cliff Street testified about the use of the property over time.² With respect to Weinstein’s adverse possession claim, the court found the following facts, which have support in the record.

[¶4] Morris and Barbara Coates previously owned the property now owned by Weinstein (the “Weinstein property”) that is adjacent to the Cliff Street property. The Coateses acquired the Weinstein property in 1984,³ and began to maintain the Cliff Street property by mowing the lawn, first themselves, and then by hiring a friend and nearby resident to help. This friend mowed the area before the Coateses’ arrival for the summer months and transplanted rosa rugosa bushes

¹ There is no dispute that Hurlbert holds record title to the Cliff Street property.

² At trial, the parties presented additional issues about the ownership and access to the Cliff Street property, including claims for prescriptive easements, declaratory judgment regarding ownership, and nuisance. Because Hurlbert only appeals from the portion of the judgment addressing adverse possession, the additional claims will not be addressed.

³ Weinstein argues that the Coates’s acquisition of the property in 1984 began the prescriptive period.

in a row along the seaward edge of the lawn area on the Cliff Street property.⁴ Barbara Coates maintained and pruned the plantings and gardened on the Cliff Street property.

[¶5] When Weinstein acquired the property in 2004, he rebuilt the house and began to occupy it for the summer in 2005. During construction, workers stored building materials on the Cliff Street property. Because the construction and storage of materials damaged the lawn, Weinstein had the area regraded and reseeded. The Weinstains maintained the Cliff Street property in a manner similar to the Coateses: they mowed the lawn, or hired someone to mow; they pruned the rosa rugosa bushes; and they otherwise kept up the area. When Hurlbert's predecessor-in-interest posted a notice intended to prevent a prescriptive easement claim, as well as stakes marking the property boundary, Weinstein removed the sign and the stakes. Weinstein's general maintenance ended when Hurlbert began to mow the Cliff Street property in 2009, after having acquired title in 2008. However, between 1984 and 2008, no one other than the Coateses and the Weinstains maintained the Cliff Street property.

[¶6] Other members of the community historically used the Cliff Street property but that use diminished in the mid-1980s. Before the mid-1980s, local residents used the property for games of horseshoes and as a place for children to

⁴ The rosa rugosa bushes mark the eastern boundary of the area in dispute.

play. Later, children of the family that owned the property abutting the southern boundary of the Weinstein property used the Cliff Street property to cross between their land and the Beach Street area. Boats were infrequently left on the lawn of the Cliff Street property, but this practice was limited after the mid-1980s. The only person who left a boat on the lawn for more than a brief moment during transport was the same friend of the Coateses who planted the *rosa rugosa* bushes and helped them maintain the Cliff Street property. There was evidence that a prior owner of another portion of Hurlbert's property used the Cliff Street property as a turnaround for his car, but there was no evidence about how often he did this.

[¶7] The court entered a written decision and judgment declaring that Weinstein holds title to the Cliff Street property by adverse possession.⁵ The court undertook a comprehensive analysis and, after observing that the acquisition of land by adverse possession is disfavored, *see Striefel v. Charles-Keyt-Leaman P'ship*, 1999 ME 111, ¶ 4, 733 A.2d 984, concluded that Weinstein had proved that he and his predecessors-in-title had used the disputed property for a period of at

⁵ The Cliff Street property was described in the judgment as follows:

a portion of the land described in a deed to defendants Richard Hurlbert and Audrey McGlashan recorded at book 3924 page 228 in the Knox County Registry of Deeds, such portion consisting of land bounded to the south by the land owned by Seagrave Cottage, LLC; to the west by the land that the plaintiffs owns [sic] through record title; to the north by Beach Street; and to the east by a line that runs on the seaward side of the *rosa rugosa* bushes.

least twenty years in a manner that satisfied the recognized criteria for adverse possession, *see Weeks v. Krysa*, 2008 ME 120, ¶ 12, 955 A.2d 234. Hurlbert appeals.

II. LEGAL ANALYSIS

[¶8] “A party claiming title by adverse possession has the burden of proving, by a preponderance of the evidence, that possession and use of the property was (1) actual; (2) open; (3) visible; (4) notorious; (5) hostile; (6) under a claim of right; (7) continuous; (8) exclusive; and (9) for a duration exceeding the twenty-year limitations period.” *Id.* Because a claim of adverse possession is a mixed question of law and fact, “whether the necessary facts exist is for the trier of fact, but whether those facts constitute adverse possession is an issue of law for the court to decide.” *Id.* ¶ 11 (quotation marks omitted).

[¶9] Here, there is no indication that either party requested additional findings of fact pursuant to M.R. Civ. P. 52(a). Therefore, “we will infer that the court made all findings necessary to support its conclusions, and we will review the court’s express and inferred findings of fact for clear error.” *Weeks*, 2008 ME 120, ¶ 11, 955 A.2d 234. The trial court’s findings will be affirmed if supported by competent evidence. *Id.*

[¶10] Hurlbert contends that the trial court’s decision was at odds with our precedent, particularly with respect to our decision in *Weeks v. Krysa*, 2008 ME

120, ¶ 1, 955 A.2d 234. Hurlbert asserts that the Coateses' and Weinstens' use of the Cliff Street property was no more notorious or hostile than the use at issue in *Weeks*—"casual, seasonal use of an undeveloped waterfront lot," *id.* ¶ 2, which included recreational use, *id.* ¶ 9, maintenance of a garden that encroached on to the property, *id.* ¶ 18, and occasional brush and tree cutting, *id.* ¶¶ 6, 19.

[¶11] Although the trial court distinguished the facts of *Weeks* from those of the present case by concluding that the property was not a "vacant shorefront lot," but instead, "the waterfront lawn of the house now owned by Weinstein" and "a prominent part of the outdoor living space connected specifically to the residence," we cannot agree that the minor factual differences supporting this conclusion are sufficient to establish that the Weinstens' and their predecessors' use of the property was hostile and notorious. For the full prescriptive period, the adverse use of the property was limited to seasonal lawn mowing, the planting and pruning of several bushes, minimal gardening, a single instance in which building supplies were stored on the property, and removal of a posted notice intended to prevent a prescriptive easement and stakes placed on the property by the record owner.

[¶12] The "notorious" and "hostile" elements of adverse possession require more. Seasonal grass mowing is not enough. *Cf. Dowley v. Morency*, 1999 ME 137, ¶ 16, 737 A.2d 1061 (noting, for the purposes of boundary acquiescence, that

“the mere cutting of grass is insufficient to produce a visible line of occupation”). Although more than grass mowing was found to have occurred here, the additional adverse acts were also seasonal, or largely isolated events. Nor were those adverse acts made more compelling by evidence that other neighbors occasionally used the property in a manner consistent with uses typically made of vacant land in a neighborhood. *See Weeks*, 2008 ME 120, ¶ 15, 955 A.2d 234 (noting Maine’s “open lands tradition”). In light of the public policy disfavoring the acquisition of land through adverse possession, Weinstein’s use of the property was not sufficiently hostile and notorious to put the true owner “on notice that the land in question is actually, visibly, and exclusively held by a claimant in antagonistic purpose,” *id.* ¶ 13 (quotation marks omitted).

The entry is:

Judgment vacated. Remanded for entry of judgment consistent with this decision.

On the briefs:

David J. Perkins, Esq., and N. Quinn Collins, Esq., Perkins Olson, P.A.,
Portland, for appellants Richard Hurlbert, Audrey McGlashan, and Hurlbert-
McGlashan, LLC

Judy A.S. Metcalf, Esq., and Ryan P. Dumais, Esq., Eaton Peabody,
Brunswick, for appellees Andrew and Melinda Weinstein

At oral argument:

David J. Perkins, Esq., for appellants Richard Hurlbert and Audrey
McGlashan

Judy A.S. Metcalf, Esq., for appellees Andrew and Melinda Weinstein

Knox County Superior Court docket number RE-2009-16
FOR CLERK REFERENCE ONLY

EXHIBIT

12



RELEASE DEED

KNOW ALL BY THESE PRESENTS, that [REDACTED] having a mailing address in care of [REDACTED] ("Grantor"), for consideration received, RELEASES to **NORDIC AQUAFARMS INC.**, a corporation organized under the laws of Delaware and having a mailing address c/o Erik Heim, Oraveien 2, 1630 Gamle Fredrikstad, Norway, all of the Grantor's right, title and interest in and to certain lands in Belfast, Waldo County, Maine, being more particularly described in a deed from Genevieve E. Hargrave to Arthur Hartley and Harriet L. Hartley dated August 27, 1934 and recorded in the Waldo County Registry of Deeds in Book 386, Page 453.

Meaning and intending to convey, and hereby conveying any and all right, title and interest which I may hold in and to said lands by virtue of [REDACTED]
[REDACTED]
[REDACTED]
being an heir at law of Harriet A. Hartley, who died in [REDACTED]

[REDACTED] Harriet A. Hartley obtained sole title to the subject premises by virtue of being the surviving joint tenant of land conveyed to her and Arthur Hartley by that deed referenced hereinabove.

TO HAVE AND TO HOLD the same, together with all privileges and appurtenances thereto belonging, unto the said Nordic Aquafarms Inc..

In witness whereof, the said [REDACTED] has hereunto set [REDACTED] hand and seal this 15 day of April, 2019.

[REDACTED]

[REDACTED]

On this, the 15 day of April, 2019, before [REDACTED], the undersigned officer, personally appeared [REDACTED] known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that [REDACTED] executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seals.

[REDACTED]

TO HAVE AND TO HOLD the same, together with all privileges and appurtenances thereto belonging, unto the said Nordic Aquafarms Inc..

In witness whereof, the said [REDACTED] has hereunto set [REDACTED] hand and seal this 23rd day of April, 2019.

[REDACTED]

[REDACTED]

On this, the 23rd day of April, 2019, before me [REDACTED] the undersigned officer, personally appeared [REDACTED] known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that [REDACTED] executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seals.

[REDACTED]

RELEASE DEED

KNOW ALL BY THESE PRESENTS, that [REDACTED] having a mailing address of [REDACTED] ("Grantor"), for consideration received, RELEASES to **NORDIC AQUAFARMS INC.**, a corporation organized under the laws of Delaware and having a mailing address c/o Erik Heim, Oraveien 2, 1630 Gamle Fredrikstad, Norway, all of the Grantor's right, title and interest in and to certain lands in Belfast, Waldo County, Maine, being more particularly described in a deed from Genevieve E. Hargrave to Arthur Hartley and Harriet L. Hartley dated August 27, 1934 and recorded in the Waldo County Registry of Deeds in Book 386, Page 453.

Meaning and intending to convey, and hereby conveying any and all right, title and interest which I may hold in and to said lands by virtue of being the [REDACTED]

[REDACTED]
[REDACTED]
being an heir at law of Harriet A. Hartley, who died in [REDACTED]
[REDACTED]. Harriet A. Hartley obtained sole title to the subject premises by virtue of being the surviving joint tenant of land conveyed to her and Arthur Hartley by that deed referenced hereinabove.

TO HAVE AND TO HOLD the same, together with all privileges and appurtenances thereto belonging, unto the said Nordic Aquafarms Inc..

In witness whereof, the said [REDACTED] has hereunto set [REDACTED] hand and seal this

26th day of March, 2019.

[REDACTED]

[REDACTED]

On this, the 26th day of March, 2019, before me [REDACTED]
the undersigned officer, personally appeared [REDACTED] known to me (or
satisfactorily proven) to be the person whose name is subscribed to the within instrument,
and acknowledged that [REDACTED] executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seals.

[REDACTED]

RELEASE DEED

KNOW ALL BY THESE PRESENTS, that [REDACTED] having a mailing [REDACTED] ("Grantor"), for consideration received, RELEASES to **NORDIC AQUAFARMS INC.**, a corporation organized under the laws of Delaware and having a mailing address of 511 Congress Street, Suite 500, Portland, ME 04101, all of the Grantor's right, title and interest in and to certain lands in Belfast, Waldo County, Maine, being more particularly described in a deed from Genevieve E. Hargrave to Arthur Hartley and Harriet L. Hartley dated August 27, 1934 and recorded in the Waldo County Registry of Deeds in Book 386, Page 453.

Meaning and intending to convey, and hereby conveying any and all right, title and interest which I may hold in and to said lands by virtue of being ([REDACTED])

[REDACTED]

[REDACTED] devisee of Harriet A. Hartley, who died in [REDACTED]

[REDACTED]. Harriet A. Hartley obtained sole title to the subject premises by virtue of being the surviving joint tenant of land conveyed to her and Arthur Hartley by that deed referenced hereinabove.

TO HAVE AND TO HOLD the same, together with all privileges and appurtenances thereto belonging, unto the said Nordic Aquafarms Inc..

In witness whereof, the said [REDACTED] has hereunto set [REDACTED] hand and seal this

[REDACTED]

[REDACTED]
[REDACTED]

On this, the 14th day of May, 2019, before me, [REDACTED]
the undersigned officer, personally appeared [REDACTED], known to
me (or satisfactorily proven) to be the person whose name is subscribed to the
within instrument, and acknowledged that [REDACTED] executed the same as [REDACTED] free act and deed and
for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seals.

[REDACTED]

RELEASE DEED

KNOW ALL BY THESE PRESENTS, that [REDACTED] having a mailing address of [REDACTED] ("Grantor"), for consideration received, RELEASES to NORDIC AQUAFARMS INC. , a corporation organized under the laws of Delaware and having a mailing address of 511 Congress Street, Suite 500, Portland, ME 04101, all of the Grantor's right, title and interest in and to certain lands in Belfast, Waldo County, Maine, being more particularly described in a deed from Genevieve E. Hargrave to Arthur Hartley and Harriet L. Hartley dated August 27, 1934 and recorded in the Waldo County Registry of Deeds in Book 386, Page 453.

Meaning and intending to convey, and hereby conveying any and all right, title and interest which I may hold in and to said lands by virtue of being [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Harriet A. Hartley, who died in [REDACTED]

[REDACTED]. Harriet A. Hartley obtained sole title to the subject premises by virtue of being the surviving joint tenant of land conveyed to her and Arthur Hartley by that deed referenced hereinabove.

EXHIBIT

13



ATTEST: Stacy L. Grant, Waldo Co Registry of Deeds

CONSERVATION EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, the Grantors, **JEFFREY R. MABEE and JUDITH B. GRACE**, of the Town of Belfast, County of Waldo and State of Maine, (mailing address: 290 Northport Avenue, Belfast, Maine 04915), in consideration of the gifts of others and an absolute and unconditional gift, do grant to the Holder, **UPSTREAM WATCH**, a Maine Nonprofit Corporation, situated in the City of Belfast, County of Waldo and State of Maine, (mailing address: 67 Perkins Road, Belfast, Maine 04915), and the Holder's successors and/or assigns, with Quitclaim Covenants, in perpetuity, this Conservation Easement pursuant to 33 M.R.S. §§ 476–479-C, inclusive, as amended, over, through, under and across a certain parcel of land, referred to hereinafter as the "Protected Property," described on **EXHIBIT A**, and shown on a plot plan attached hereto as **Exhibit B**, both appended hereto and made a part hereof. This Conservation Easement applies to the Protected Property only. Nothing herein shall be construed to impose any obligation, restriction, or other encumbrance on any real property not expressly made a part of the Protected Property.

WHEREAS, Grantors are the owners in fee simple of certain real property located in the City of Belfast, Waldo County, Maine, described in a deed located in the Waldo County Registry of Deeds at Book 1221, Page 347, which includes certain rights to intertidal zone lands, described on EXHIBIT A and shown on EXHIBIT B, and referred to herein as the "Protected Property";

WHEREAS, Grantors desire to convey to the Holder a conservation easement placing certain limitations and affirmative obligations on the Protected Property for the protection of: wetlands; intertidal lands and biota; scenic, resource, environmental, marine and natural habitat; and other values for the commons, in order that the Protected Property shall remain substantially in its natural condition forever;

WHEREAS, Holder is a Maine registered nonprofit corporation qualified to hold conservation easements pursuant to 33 M.R.S. § 476(2)B.

COVENANTS, TERMS, CONDITIONS, AND RESTRICTIONS

A. PURPOSE

THE PURPOSE, CONDITION AND INTENT OF THIS EASEMENT IS TO:

1. Preserve the Protected Property in perpetuity as open space and free from structures of any sort, especially any principal or accessory structures erected, constructed or otherwise located in furtherance of any commercial or industrial purpose.

2. Preserve the Protected Property in its natural condition. The term "natural condition" as referenced in this paragraph and other portions of this Conservation Easement shall mean the condition of the Protected Property as it exists at the time of execution of this Conservation Easement, or other changes that may occur to the Protected Property related to restoration of the adjacent Little River as a natural fishway.
3. Provide a significant public benefit by protecting and preserving, in perpetuity, the Protected Property in its present and historic, primarily undeveloped, natural condition.

NO THIRD PARTY ENFORCEMENT. Grantors and Holder, and their successors and assigns in title to the land described are the only persons or entities having the right to enforce the provisions of this easement. There shall be no persons or entities having a third-party right of enforcement of the terms and conditions hereof.

LIMITATION OF LIABILITY. This Conservation Easement is given for passive recreational use and for fishing, fowling and navigation as provided by Maine law and the Holder shall be protected from liability in accordance with title 14 M.R.S. § 159-A. as set forth therein, neither Grantors nor Holder shall assume or have a duty of care to keep the Easement area safe for entry or use by others for the recreational activities permitted hereunder, or to give warning to persons entering for such purposes of any hazardous condition, use, structure or activity on the property of the Grantors, or to assume or incur liability for any injury or harm to person or to property caused by any act of other persons. To the maximum extent possible, it is the intent of this term and condition to provide to Grantor and Holder the protections of the statute.

COVENANT TO RUN WITH THE LAND. In furtherance of the same purpose Grantors hereby encumber the same Protected Property with a Covenant to run with the land that the land on which the above Conservation Easement is hereby conveyed shall be and is restricted against any commercial or industrial use or uses accessory to such commercial or industrial uses.

PROHIBITED USES. Any activity on or use of the Protected Property inconsistent with the Purposes of this Conservation Easement and not reserved as a right of Grantors is prohibited. These restrictions shall run with the land and be binding on Grantors' heirs, successors, administrators, assigns, lessees, or other occupiers and users. The following uses by Grantors, their respective guests, agents, assigns, employees, representatives, successors, and third parties are expressly prohibited on the Protected Property.

1. **General.** There shall be no filling, flooding, excavating, mining or drilling; no removal of natural materials; no dumping of materials;

and, no alteration of the topography in any manner.

2. **Waters and Wetlands.** In addition to the General restrictions above, there shall be no draining, dredging, damming or impounding; no changing the grade or elevation, impairing the flow or circulation of waters, reducing the reach of waters; and, no other discharge or activity requiring a permit under applicable clean water or water pollution control laws and regulations, as amended.
3. **Trees/Vegetation.** There shall be no clearing, burning, cutting or destroying of trees or vegetation, except as expressly authorized in the Reserved Rights; there shall be no planting or introduction of non-native or exotic species of trees or vegetation.
4. **Activities.** No industrial activities, commercial activities, residential activities, or agricultural activities (including livestock grazing) shall be undertaken or allowed.
5. **Structures.** There shall be no construction, erection, or placement of buildings, billboards, or any other structures, nor any additions to existing structures.
6. **Other Prohibitions.** Any other use of, or activity on, the Protected Property which is or may become inconsistent with the purposes of this grant, the preservation of the Protected Property substantially in its natural condition, or the protection of its environmental systems, is prohibited.

B. HOLDER'S RIGHTS

To accomplish the Purpose of this Conservation Easement, Grantors, their successors and assigns hereby grant and convey the following rights to the Holder.

1. To preserve and protect the Conservation Values of the Property, including enforcing the terms of this Conservation Easement in order to assure the protected property remains in its "natural condition," defined herein, in perpetuity.
2. To enter upon the property at reasonable times in order to monitor compliance with and to otherwise enforce the terms of this Conservation Easement.
3. To prevent any activity on or use of the property that is inconsistent with the Purpose of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with the Purpose of this Conservation Easement.

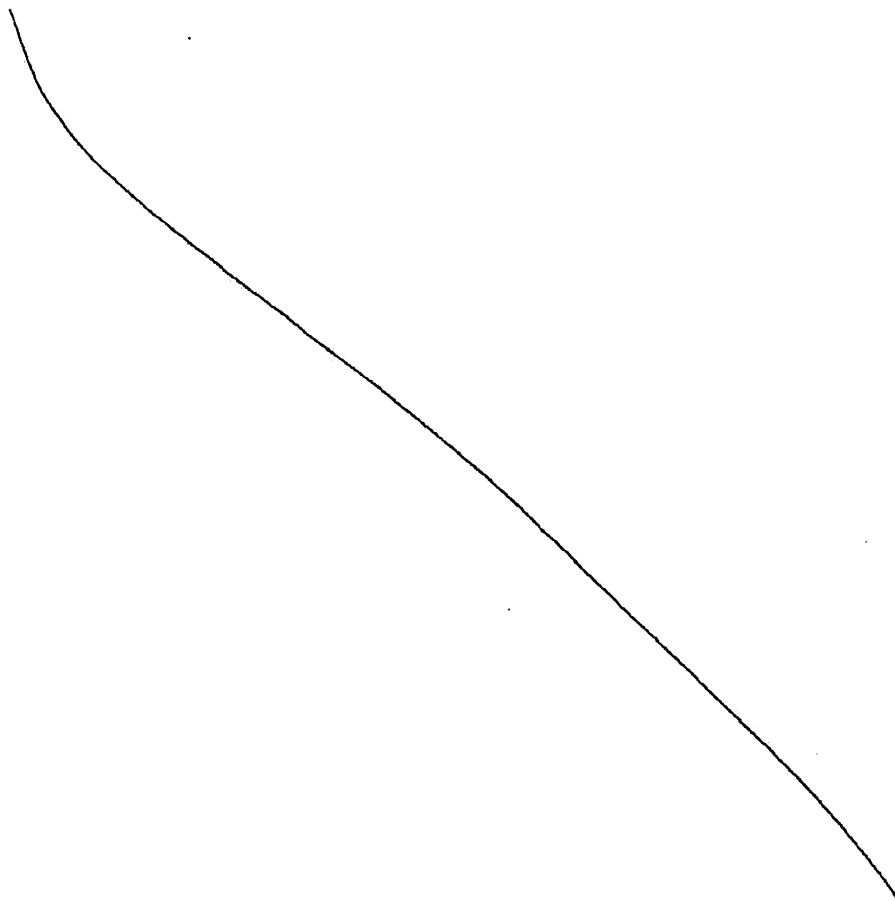
4. The right to enforce by means, including, without limitation, injunctive relief, the terms and conditions of this Conservation Easement.

C. GRANTORS' RESERVED RIGHTS

Notwithstanding the foregoing Restrictions, Grantors reserve for Grantors, their heirs, successors, administrators, and assigns the following Reserved Rights, which may be exercised upon providing prior written notice to Holder, except where expressly provided otherwise:

1. **Landscape Management.** Landscaping by the Grantors to prevent severe erosion or damage to the Protected Property or portions thereof, or significant detriment to existing or permitted uses, is allowed, provided that such landscaping is generally consistent with preserving the natural condition of the Protected Property.
2. **Recreation.** Grantors reserve the right to engage in any outdoor, non-commercial recreational activities, including hunting (excluding planting or burning) and fishing, with cumulatively very small impacts, and which are consistent with the continuing natural condition of the Protected Property. No written notice required.
3. **Vegetation, Debris, and Exotic Species Removal.** Grantors reserve the right to engage in the removal or trimming of vegetation downed or damaged due to natural disaster, removal of man-made debris, removal of parasitic vegetation (as it relates to the health of the host plant) and removal of non-native or exotic plant or animal species.
4. **Collateral.** Grantors have the right to use the Protected Property as collateral to secure the repayment of debt, provided that any lien or other rights granted for such purpose, regardless of date, are subordinate to Holder's rights under this Conservation Easement. Under no circumstances may Holder's rights be extinguished or otherwise affected by the recording, foreclosure or any other action taken concerning any subsequent lien or other interest in the Protected Property.
5. **Other Reserved Rights.** Grantors reserve the right to engage in all acts or uses not prohibited by the Restrictions, and which are not inconsistent with the conservation purposes of this grant, the preservation of the Protected Property in its natural condition, and the protection of its environmental systems.

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D. GENERAL PROVISIONS

1. **Rights of Access and Entry.** Holder and its successors and assigns shall have the right to enter and go upon the Protected Property for purposes of inspection, and to take actions necessary to verify compliance with the Restrictions. Holder shall also have the rights of visual access and view, and to enter and go upon the Protected Property for purposes of making scientific or educational observations and studies, and taking samples, in such a manner as will not disturb the quiet enjoyment of the Protected Property by Grantors. No right of access or entry by the general public to any portion of the Protected Property is conveyed by this Conservation Easement.
2. **Events Beyond the Grantors' Control.** Nothing herein shall be construed to authorize the Holder to institute any proceedings against Grantors for any changes to the Protected Property caused by acts of God or circumstances beyond Grantors' control such as earthquake, fire, flood, storm, war, civil disturbance, strike, the unauthorized acts of third parties, or similar causes.
3. **Obligations of Ownership.** Grantors are responsible for any real estate taxes, assessments, fees, or charges levied upon the Protected Property. Grantors shall keep the Protected Property free of any liens or other encumbrances for obligations incurred by Grantors. Holder shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Protected Property, except as expressly provided herein. Nothing herein shall relieve the Grantors of the obligation to comply with federal, state or local laws, regulations and permits which may apply to the exercise of the Reserved Rights.
4. **Assignment.** This Conservation Easement is transferable, but only to an entity that satisfies the requirements of 33 M.R.S. §476(2) as amended (or successor provisions thereof), and that as a condition of transfer, agrees to uphold the conservation purposes of this grant.
5. **Controlling Law and Interpretation.** The interpretation and performance of this Easement shall be governed by the laws of the State of Maine. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the conservation purposes of this Easement and the policy and purpose of the Maine Conservation Easement


Act at Title 33, Maine Revised Statutes Annotated, Sections 476 through 479-C, inclusive, as amended. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the conservation purposes of this Easement shall govern.

E. HABENDUM

TO HAVE AND TO HOLD the said Conservation Easement unto the said Holder, and its successors and assigns forever.

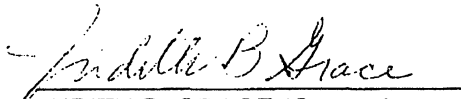
GRANTORS' SIGNATURES

IN WITNESS WHEREOF, Grantors JEFFREY R. MABEE and JUDITH B. GRACE have caused this Conservation Easement Deed to be executed by their hands this 2nd day of April, 2019, granting a Conservation Easement to UPSTREAM WATCH, in the Protected Property described in Exhibit A and shown on Exhibit B of this instrument.



JEFFREY R. MABEE (Grantor)

JEFFREY R. MABEE
[Grantor's Printed Name]



JUDITH B. GRACE (Grantor)

Judith B. Grace
[Grantor's Printed Name]

STATE OF MAINE
COUNTY OF WALDO

PERSONALLY APPEARED THE ABOVE-NAMED JEFREY R. MABEE AND JUDITH B. GRACE AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING CONSERVATION EASEMENT INSTRUMENT TO BE THEIR FEE ACTS AND DEEDS.



NOTARY PUBLIC

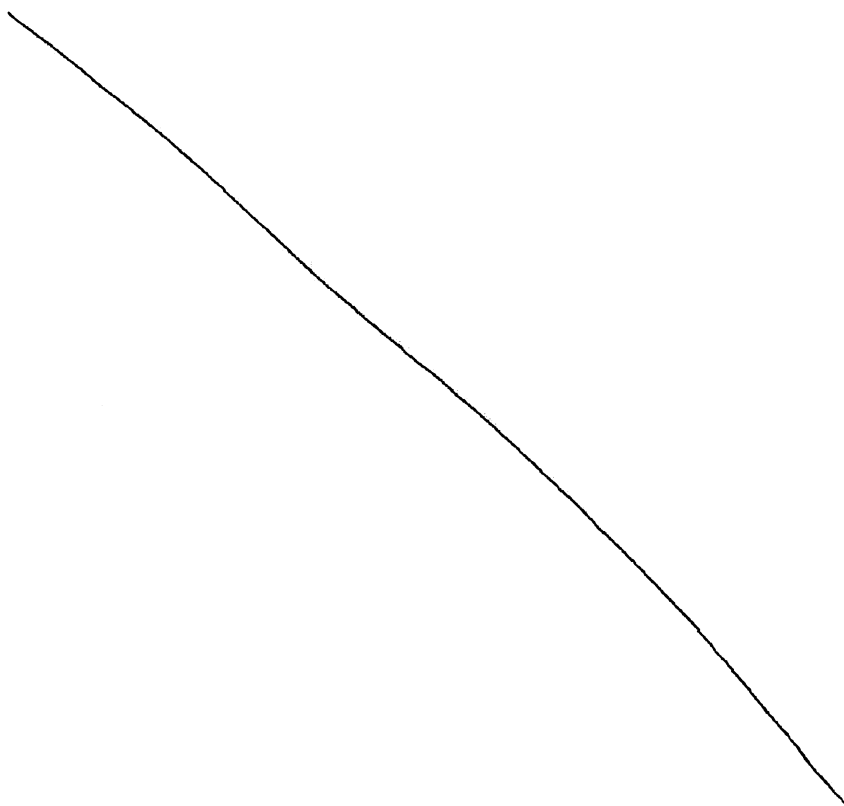
Paul C. Dooly
[Notary's Printed Name]

MY COMMISSION EXPIRES:

May 31, 2023

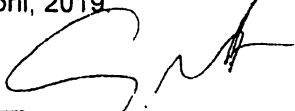


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HOLDER'S ACKNOWLEDGEMENT

The above and foregoing Conservation Easement was authorized to be accepted by **UPSTREAM WATCH** and **UPSTREAM WATCH** does hereby accept the foregoing Conservation Easement, by and through **AMY GRANT**, its President, this 29 day of April, 2019.



AMY GRANT

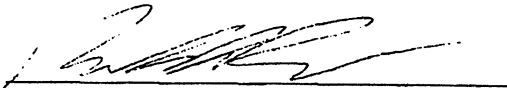


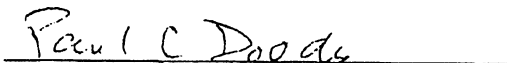
[Printed Name of Holder's Authorized Representative]
Title: President of UPSTREAM WATCH

STATE OF MAINE
COUNTY OF WALDO

On this 29 day of April, 2019, personally appeared **AMY GRANT**, President of **UPSTREAM WATCH** and duly authorized representative of the above-named Conservation Easement Holder of UPSTREAM WATCH, a Maine Non-profit Corporation, and acknowledged acceptance of the foregoing Conservation Easement instrument to be her free act and deed in her capacity and UPSTREAM WATCH President, and the free act and deed of UPSTREAM WATCH.

Before me,



Notary Public

[Printed Name of Notary]

My commission expires:

May 31, 2023



EXHIBIT A

The shore and flats rights appurtenant to the land described in deed from Heather O. Smith to Jeffrey R. Mabee and Judith B. Grace dated May 15, 1991 as recorded in Book 1221, Page 347 of the Waldo County Registry of Deeds which shore and flats area is bounded and described as follows: Northerly by land formerly of Adonirom Moody, and W. L. West, Easterly by Penobscot Bay, southerly by Little River and northwesterly by land formerly of Fred R. Poor, and westerly by land formerly of John Joseph Grady and Catherine E. Grady and the upland of land of Jeffrey R. Mabee and Judith B. Grace said shore and flats to include that intertidal area extending westerly along Little River to Northport Avenue also known as U.S. Route One.

Reference is made to title and ownership of Harriet L. Hartley by the following deeds:

- 1) Genevieve Hargrave to Arthur & Harriet L. Hartley dated July 27, 1934 as recorded in Book 386, Page 453 of the Waldo County Registry of Deeds;
- 2) Harriet L. Hartley to William P. Butler and Pauline H. Butler dated September 22, 1950 as recorded in Book 474, Page 387.

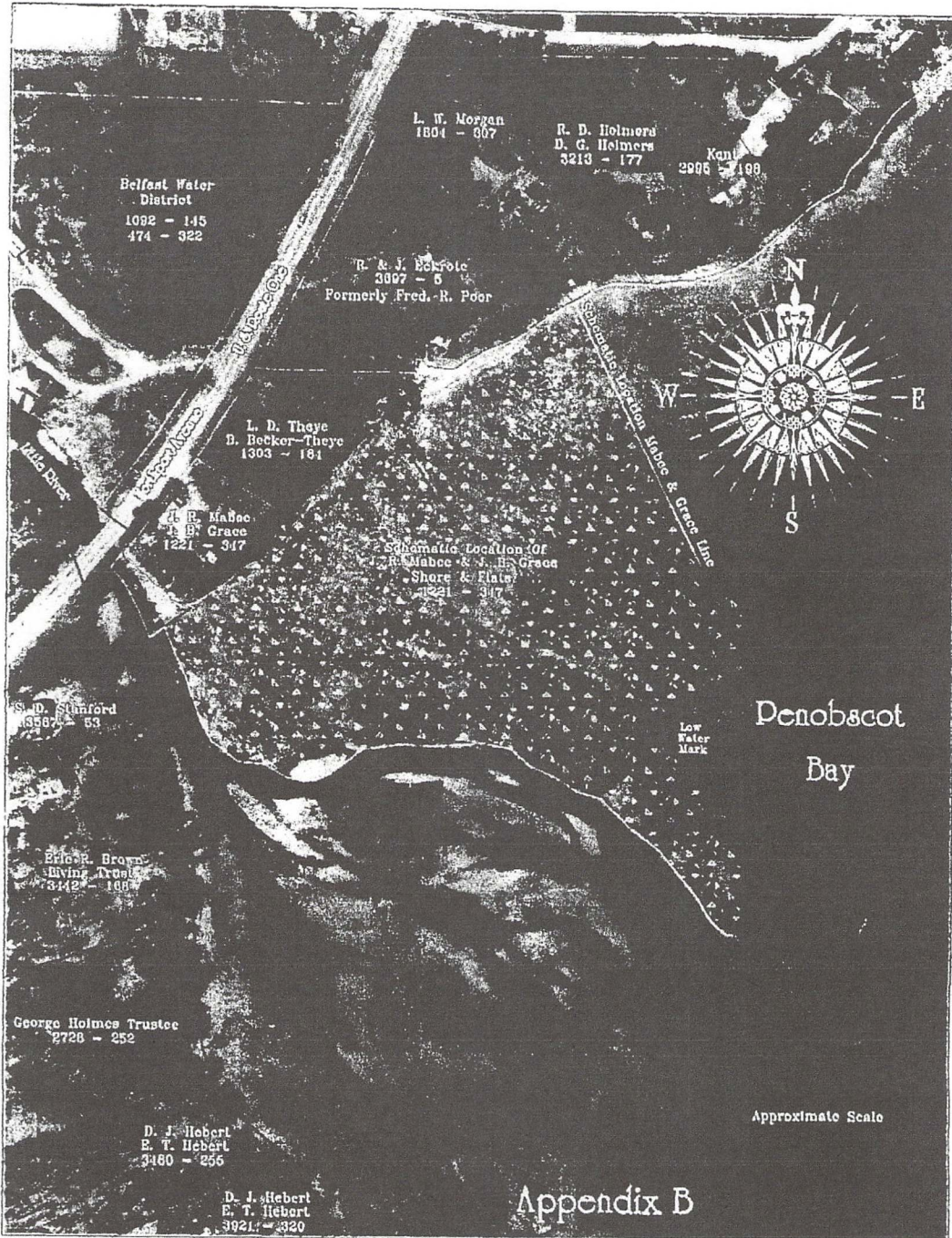
Reference is also made to the deed conveyed out of the land of Hartley:

Harriet L. Hartley to Fred R. Poor dated January 25, 1946 as recorded in Book 452, Page 205 of the Waldo County Registry of deeds.

Reference is also made to the deed of Ernest J. Bell and Marjorie N. Bell to John Joseph Grady and Catherine Grady dated May 18, 1964 as recorded in Book 621, Page 288 of the Waldo County Registry of Deeds.

I HEREBY AFFIRM THAT THIS DOCUMENT IS A TRUE CERTIFIED COPY OF THE DOCUMENT RECORDED IN THE LAND RECORDS OF WALDO COUNTY, MAINE. BOOK 4367 PAGE 273
 DATE: 04/29/2019 NUMBER OF PAGES 12
 ATTEST: Stacy J. Grant REGISTER OF DEEDS

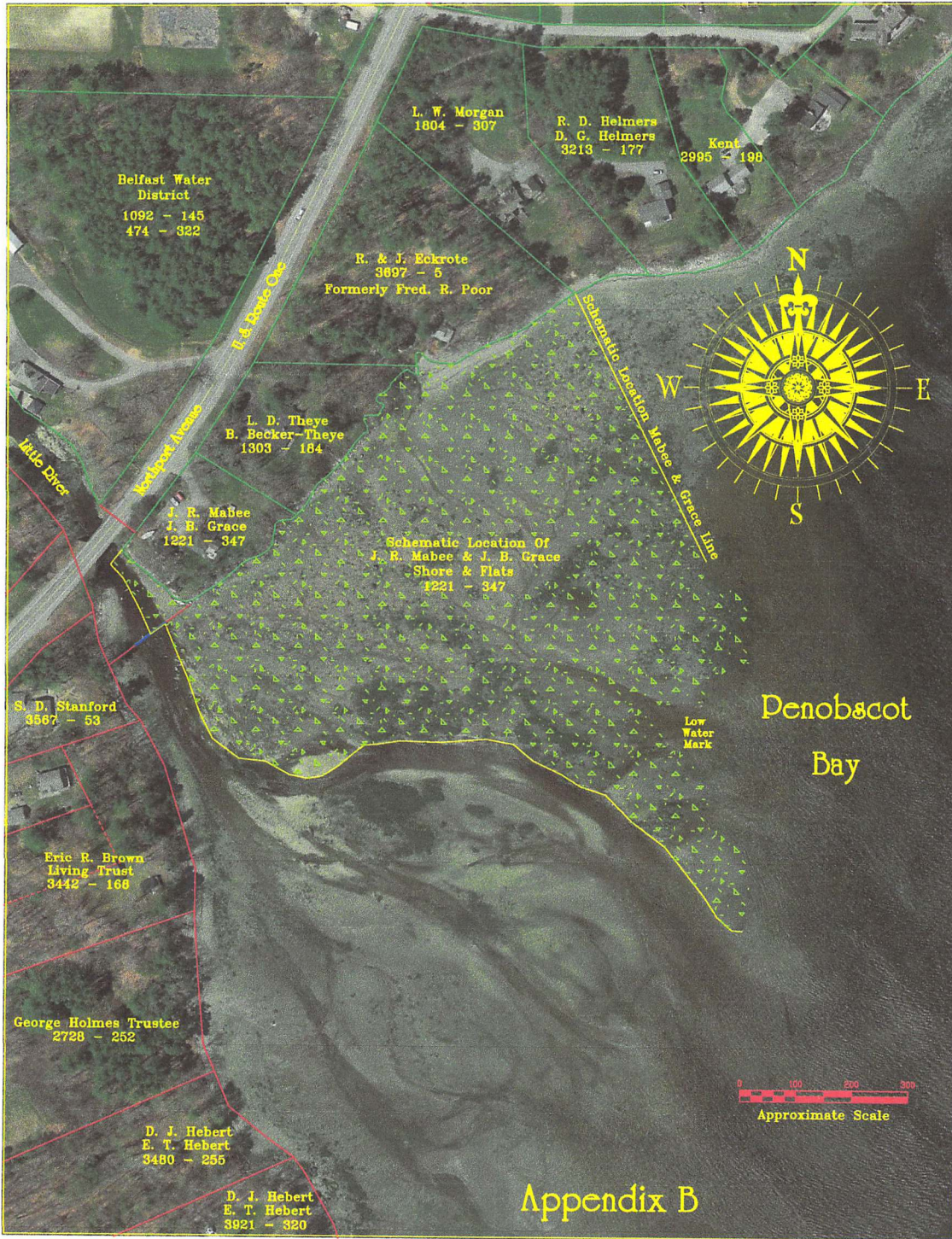
EXHIBIT B



EXHIBIT

14

CONSERVATION EASEMENT APPENDIX B



Appendix B

EXHIBIT

15

From: Joanna B. Tourangeau JTourangeau@dwmlaw.com 
Subject: FW: Eckrote Easement
Date: March 27, 2019 at 11:42 AM
To: DiBello, Carol Carol.DiBello@maine.gov, Timothy E. Steigelman TSteigelman@dwmlaw.com
Cc: Ed Cotter ec@nordicaquafarms.com



EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Director DiBello:

Please confirm whether the below and attached resolve your questions regarding the amendment of the Eckrote's easement. I will follow up separately with regard to the other questions presented in your email of this morning.

Thank you-
Joanna

From: Lee Woodward <lwoodward@lwoodwardlaw.com>
Sent: Wednesday, March 27, 2019 11:33 AM
To: Joanna B. Tourangeau <JTourangeau@dwmlaw.com>
Subject: RE: Eckrote Easement

Joanna, Your analysis is 100% correct. The agreement was signed in counterparts. My clients, the Eckrote's, signed the draft of the document which did not contain the letterhead or the date. I discussed the letter of amendment with them prior to their signature. They are in full agreement with the terms of the amendment. Lee

From: Joanna B. Tourangeau [<mailto:JTourangeau@dwmlaw.com>]
Sent: Wednesday, March 27, 2019 11:05 AM
To: Lee Woodward
Subject: FW: Eckrote Easement

Attorney Woodward:

You represented the Eckrotes and I represented Nordic in revising the Nordic/Eckrote Easement earlier this year.

Attached is the pdf of the easement amendment letter and confirmation I received from your office on February 28, 2019. This pdf is labelled "Eckrote Easement."

Also attached is the combined, final document with all counterpart signatures that my office sent to you on March 4, 2019. This pdf is labelled "Eckrote Easement Rights."

Would you please confirm, by reply email, that, as is often the case, this agreement was signed in counterparts and that your clients, the Eckrotes reviewed the full text of the attached and that you received and understood the signature on the pdf entitled "Eckrote Easement" to be the counterpart signature page to the final document entitled "Eckrote Easement Rights."

Easement Rights:

I will then, with your consent, provide this correspondence to the Bureau of Parks and Lands to address their questions regarding the counterpart process and dates on the documents.

Thank you very much in advance for your kind assistance.

From: Cathy Carroll <ccarroll@lwoodwardlaw.com>
Sent: Thursday, February 28, 2019 1:45 PM
To: Joanna B. Tourangeau <JTourangeau@dwmlaw.com>
Cc: Lee Woodward <lwoodward@lwoodwardlaw.com>
Subject: Eckrote Esement

At Lee's request, please see attached.

Thank you.

Cathy.

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.



ECKROTE
EASEMENT.pdf



Eckrote
Easem...ts.PDF

[Nordic Aquafarms letterhead]

[date]

Richard & Janet Eckrote
42 Grandview Ave.
Lincoln Park, NJ 07035

Re: Rights in Easement

Dear Mr. & Mrs. Eckrote:

This letter will follow up on the Easement Purchase and Sale Agreement you signed with Nordic Aquafarms, Inc. on August 6, 2018 (the "P&S"). As you know, the P&S discusses the location of where the easement is allowed, and includes an overhead map of the easement over the dry land, landward of the high tide line (the "upland").

The P&S discusses the location of the easement in the upland, carefully discussing the easement in relation to the driveway entrance and the old barn. These limits on the easement area were specifically detailed in the P&S because the placement of the easement in the upland was important to you, and Nordic Aquafarms was happy to accommodate those desires in the upland.

The P&S is clear that as long as Nordic Aquafarms avoids the driveway and the barn as agreed in the P&S, Nordic Aquafarms could build and site its pipes and related equipment anywhere in the wet sand ("intertidal zone") and within US Route 1 adjacent to or within your upland property (so long as the limits on impacts such as to your driveway are respected). You intended a broad easement over your property, including any rights you have to US Route 1 and the intertidal zone such that Nordic Aquafarms can build and site its pipes anywhere in those areas where you have rights.

You are also hereby amending provision 2. Closing to allow for closing "by January 1, 2020 or such other date as shall be mutually agreed by the parties hereto." This new language will replace the existing language of provision 2. Closing, which states "on August 16, 2019 or such earlier date as shall be mutually agreed by the parties hereto."

By signing the acknowledgement on the accompanying page, this letter clarifies that the easement area delineated in the P&S includes the entirety of your rights in the intertidal zone and US Route 1 and amends the Closing Date.

Thank you for your cooperation.

Sincerely,

Ed Cotter
Nordic Aquafarms, Inc.


Encl. (acknowledgement page)

ACKNOWLEDGEMENT


I have read the letter from Ed Cotter of Nordic Aquafarms, Inc. dated [insert], and agree:

Dated: 2/20/19

Dated: 2-28-19



Richard Eckrote



Janet Eckrote



March 3, 2019

Richard & Janet Eckrote
42 Grandview Ave.
Lincoln Park, NJ 07035

Re: Rights in Easement

Dear Mr. & Mrs. Eckrote:

This letter will follow up on the Easement Purchase and Sale Agreement you signed with Nordic Aquafarms, Inc. on August 6, 2018 (the "P&S"). As you know, the P&S discusses the location of where the easement is allowed, and includes an overhead map of the easement over the dry land, landward of the high tide line (the "upland").

The P&S discusses the location of the easement in the upland, carefully discussing the easement in relation to the driveway entrance and the old barn. These limits on the easement area were specifically detailed in the P&S because the placement of the easement in the upland was important to you, and Nordic Aquafarms was happy to accommodate those desires in the upland.

The P&S is clear that as long as Nordic Aquafarms avoids the driveway and the barn as agreed in the P&S, Nordic Aquafarms could build and site its pipes and related equipment anywhere in the wet sand ("intertidal zone") and within US Route 1 adjacent to or within your upland property (so long as the limits on impacts such as to your driveway are respected). You intended a broad easement over your property, including any rights you have to US Route 1 and the intertidal zone such that Nordic Aquafarms can build and site its pipes anywhere in those areas where you have rights.

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By signing the acknowledgement on the accompanying page, this letter clarifies that the easement area delineated in the P&S includes the entirety of your rights in the intertidal zone and US Route 1 and amends the Closing Date.

Thank you for your cooperation.

Sincerely,

Erik Heim
Nordic Aquafarms, Inc.

Encl. (acknowledgement page)

Ed Cotter
Nordic Aquafarms, Inc.


Encl. (acknowledgement page)


ACKNOWLEDGEMENT

I have read the letter from Ed Cotter of Nordic Aquafarms, Inc. dated [insert], and agree:

Dated: 2/20/19

Dated: 2-28-19


Richard Eckrote


Janet Eckrote

EXHIBIT

16

CHAIN OF TITLE
JEFFREY R. MABEE AND JUDITH B. GRACE
(Belfast Tax Map 29, Lot 38)

From: Eva T. Burd and Edwin D. Burd
To: Arthur Hartley
By: Warranty deed
Book 343, Page 497
Dated: 3-3-1924
Includes but not limited to: Tax Map 29,
Lots 34, 35, 36, 37 and 38 + all adjacent intertidal flats



From: Arthur Hartley
To: Genevieve E. Hargrave
By: Warranty deed
Book 386, Page 452
Dated: August 27, 1934
Includes but not limited to: Tax Map 29,
Lots 34, 35, 36, 37 and 38
+ all adjacent intertidal flats



From: Genevieve E. Hartley
To: Arthur Hartley and Harriet L. Hartley,
As Joint Tenants
By: Quitclaim deed with covenant
Book 386, Page 453
Dated: August 27, 1934
Includes but not limited to: Tax Map 29,
Lots 34, 35, 36, 37 and 38
+ all adjacent intertidal flats



Harriet L. Hartley became sole owner upon
Arthur Hartley's death on 2-10-1935
Includes but not limited to: Tax Map 29,
Lots 34, 35, 36, 37 and 38
+ all adjacent intertidal flats



From: Harriet L. Hartley
To: Fred R. Poor
By: Warranty deed
Book 452, Page 205
Dated: 1-25-1946
Includes: Tax Map 29,
Lots 36 and waterside portion of 35
Excludes intertidal flats, limited to
"along high water mark of Penobscot Bay"

→ From: Harriet L. Hartley
To: Sam W. Cassida
By: Warranty deed
Dated: 10-25-1946
Book 438, Page 497
Includes but not limited to:
Tax Map 29, Lot 36
+ intertidal flats adjacent to that lot
“. . . Also conveying whatever right, title or
interest I may have in and to the land
between high and low water marks of
Penobscot Bay in front of the above
described lot.”



From: Harriet L. Hartley
To: William P. and Pauline H. Butler
As Joint Tenants
By: Warranty deed
Dated: 9-22-1950
Book 474, Page 387
Includes but not limited to: Tax Map 29,
Lots 37 and 38 + all intertidal flats on
which Lots 35, 36, 37 and 38 front



From: William P. and Pauline H. Butler
To: Ernest J. and Marjorie M. Bell
As Joint Tenants
By: Warranty deed
Dated: 5-13-1961
Book 587, Page 100
Includes but not limited to: Tax Map 29,
Lots 37 and 38 + all intertidal flats on
which Lots 35, 36, 37 and 38 front

→ From: Ernest J. and Marjorie M. Bell
To: John and Catherine Grady
As Joint Tenants
By: Warranty deed
Dated: 5-18-1964
Book 621, Page 288
Includes Tax Map 29, Lot 37
Excludes any intertidal land “to high water
Mark of Penobscot Bay then along said
High water mark . . . “



Marjorie M. Bell became the sole owner
After Ernest J. Bells death (date unknown)
Includes but not limited to: Tax Map 29,
Lot 38 + all intertidal flats on which
Lots 35, 36, 37 and 38 front



From: Marjorie M. Bell
To: Willis C. and Virginia K. Trainor
As Joint Tenants
By: Warranty Deed
Dated: 10-17-1966
Book 652, Page 116
Includes but not limited to: Tax Map 29,
Lot 38 + all intertidal flats on which
Lots 35, 36, 37 and 38 front



From: Willis C. and Virginia K. Trainor
To: Snelling S. Robinson
By: Warranty Deed
Dated: 9-1-1967
Book 663, Page 98
Includes but not limited to: Tax Map 29,
Lot 38 + all intertidal flats on which
Lots 35, 36, 37 and 38 front



From: Estate of Snelling S. Robinson
To: Winston C. Ferris
By: Executor's and Trustees Deed
Dated: 3-19-1970
Book 680, Page 688
Includes but not limited to: Tax Map 29,
Lot 38 + all intertidal flats on which
Lots 35, 36, 37 and 38 front



Quiet Title Complaint *Ferris v. Hargrave*
Book 680, Page 1112
Final Decree *Ferris v. Hargrave*
Book 683, Page 283



From: Winston C. Ferris
To: Andrew j. and Judith Gay
By: Warranty Deed
Dated: 8-26-1970
Book 684, Page 688
Includes but not limited to: Tax Map 29,
Lot 38 + all intertidal flats on which
Lots 35, 36, 37 and 38 front



From: Andrew J. and Judith Gay
To: Christopher S. Smith and Heather O. Smith
As Joint Tenants
By: Warranty Deed
Dated: 11/1/1983
Book 817, Page 291
Includes but not limited to: Tax Map 29,
Lot 38 + all intertidal flats on which
Lots 35, 36, 37 and 38 front



From: Christopher S. Smith
To: Heather O. Smith
By: Quitclaim Deed with covenant
Dated: 12/11/1984
Book 833, Page 153
Includes but not limited to: Tax Map 29,
Lot 38 + all intertidal flats on which
Lots 35, 36, 37 and 38 front



From: Heather O. Smith
To: Jeffrey R. Mabee and Judith B. Grace
By: Warranty Deed
Dated: 5-31-1991
Book 1221, Page 347
Includes but not limited to: Tax Map 29,
Lot 38 + all intertidal flats on which
Lots 35, 36, 37 and 38 front

Vol. 343.

407

KNOW ALL MEN BY THESE PRESENTS.

That we, Eva T. Burd of Winchester in the State of Massachusetts, widow of Edwin D. Burd, late of West Medford, deceased, and Edwin D. Burd of said Winchester, son and sole heir at law of said Edwin D. Burd in consideration of one dollar and other valuable considerations paid by Arthur Hartley of Philadelphia in the State of Pennsylvania the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said Arthur Hartley, his heirs and assigns forever,

A certain lot or parcel of land situated in Belfast in the County of Walde and State of Maine, bounded and described as follows, to wit: Bounded northerly by land of Adoniram Moody and land owned by W. L. West, deceased, at the time of his decease; easterly by Penobscot Bay; southerly by Little River and land of Belfast Water District and westerly by land conveyed by us to Milton B. Hills by deed recorded in Walde Registry of Deeds.

Excepting and reserving from the foregoing conveyance the two cottages and out-buildings thereon, that are owned by Clarence Poor and by Miss Couillard.

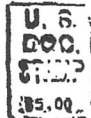
This conveyance being made subject to a right of way across the same as conveyed to said Milton B. Hills under said deed and subject to a certain lease given by us to Adoniram Moody which expires April 1, 1925 and subject to the rights of the public over the highway crossing said real estate. Also reserving the right to enter the buildings on said premises and remove therefrom all personal property belonging to us.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said Arthur Hartley, his heirs and assigns, to his and their use and behoof forever.

And we do Covenant with the said Grantee, his heirs and assigns, that we are lawfully seized in fee of the premises, that they are free of all incumbrances; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will Warrant and Defend the same to the said Grantee, his heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we the said Edwin D. Burd and Eva T. Burd wife of the said joining in this deed as Grantor, and relinquishing and conveying right by descent and all other rights in the above described premises, have hereunto set our hands and seals this third day of March in the year of our Lord one thousand nine hundred and twenty-four.

Signed, Sealed and Delivered in presence of Kate Sargent H. T. Couillard



Edwin D. Burd L. S. Eva T. Burd L. S.

STATE OF MASSACHUSETTS, Middlesex co. March 7, 1924.

Personally appeared the above named Edwin D. Burd and acknowledged the above instrument to be his free act and deed.

Before me,

F. Price Wilson

Notary Public.

My commission expires August 15, 1924

Waldo co. Received March 14, 1924, at 2h., 50m., P. M.

Recorded and compared. Attest:

Louise P. ...

Register of Deeds

KNOW ALL MEN BY THESE PRESENTS,

That I, Arthur Hartley of Philadelphia in the State of Pennsylvania in consideration of one dollar and other valuable considerations paid by Genevieve E. Hargrave of said Philadelphia the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said Genevieve E. Hargrave, her heirs and assigns forever,

A certain lot or parcel of land situated in Belfast in the County of Waldo and State of Maine, bounded and described as follows, to wit: Bounded northerly by land of Adoniram Moody and land owned by W. L. West, deceased, at the time of his decease; easterly by Penobscot Bay; southerly by Little River and land of Belfast Water District and westerly by land conveyed by Eva T. Burd and Edwin D. Burd to Milton B. Hills by deed recorded in Waldo Registry of Deeds.

This conveyance being made subject to the rights of the public over the highway crossing said real estate, and also subject to a certain mortgage given by me to The City National Bank of Belfast dated September 10, 1930, and recorded in Waldo Registry of Deeds, Book 307, Page 386.

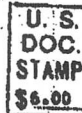
Also excepting and reserving from the foregoing conveyance the cottage and out-buildings thereon, owned by Clarence Poor.

TO HAVE AND TO HOLD the aforementioned and bargained premises with all the privileges and appurtenances thereof, to the said Genevieve E. Hargrave her heirs and assigns, to her and their use and behoof forever.

And I do Covenant with the said Grantee, her heirs and assigns, that I am lawfully seized in fee of the premises, that they are free of all incumbrances, except said mortgage to said The City National Bank of Belfast that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will Warrant and Defend the same to the said Grantee, her heirs and assigns forever, against the lawful claims and demands of all persons, except for said mortgage. DIS

IN WITNESS WHEREOF, I the said Arthur Hartley and Harriet L. Hartley wife of the said Arthur Hartley joining in this deed as Grantor, and relinquishing and conveying her right by descent and all other rights in the above described premises, have hereunto set our hands and seals this twenty-seventh day of August in the year of our Lord one thousand nine hundred and thirty-four.

Signed, Sealed and Delivered
in presence of
John R. Dunton
to both



Arthur Hartley L.S.
Harriet L. Hartley L.S.

STATE OF MAINE, Waldo ss.

August 28 1934.

Personally appeared the above named Arthur Hartley and acknowledged the above instrument to be his free act and deed.

Before me, John R. Dunton

Justice of the Peace.

Waldo ss. Received August 28, 1934, at 9h., 25m., A. M.

Recorded and compared. Attest:

Louise Royal

Register of Deeds.

(9306)

KNOW ALL MEN BY THESE PRESENTS,

That I, Genevieve E. Hargrave of Philadelphia in the State of Pennsylvania in consideration of one dollar and other valuable considerations paid by Arthur Hartley and Harriet L. Hartley, his wife, both of said Philadelphia the receipt whereof I do hereby acknowledge, do hereby remise, release, bargain, sell and convey, and forever quit-claim unto the said Arthur Hartley and Harriet L. Hartley, his wife, and the survivor of them as joint tenants and not as tenants in common, their heirs and assigns forever,

A certain lot or parcel of land situated in Belfast in the County of Waldo and State of Maine, bounded and described as follows, to wit: Bounded northerly by land of Adoniram Moody and land owned by W. L. West, deceased, at the time of his decease; easterly by Penobscot Bay; southerly by Little River and land of Belfast Water District and westerly by land conveyed by Eva T. Burd and Edwin D. Burd to Milton B. Hills by deed recorded in Waldo Registry of Deeds.

This conveyance being made subject to exceptions, reservations rights of the public and mortgage as set forth in deed of said Arthur Hartley to me bearing even date herewith to be recorded herewith in Waldo Registry of Deeds. Being the same real estate conveyed to me by said deed of said Arthur Hartley.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to the said Arthur Hartley and Harriet E. Hartley and the survivor of them in joint tenancy and not as tenants in common, their heirs and assigns forever.

And I do Covenant with the said Grantees, their heirs and assigns, that I will Warrant and forever Defend the premises to them the said Grantees, their heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under me.

IN WITNESS WHEREOF, I the said Genevieve E. Hargrave, have hereunto our hands and seals this twenty-seventh day of August in the year of our Lord one thousand nine hundred and thirty-four.

Signed, Sealed and Delivered in presence of John R. Dunton



Genevieve E. Hargrave L.S. L.S.

STATE OF MAINE, Waldo sp. August 28 1934.

Personally appeared the above named Genevieve E. Hargrave and acknowledged the above instrument to be her free act and deed.

Before me, John R. Dunton Justice of the Peace.

Waldo ss. Received August 29, 1934, at 9h., 25m., A. M.

Recorded and compared. Attest: Louise Royal, Register of Deeds.

(9308)

KNOW ALL MEN BY THESE PRESENTS,

That I, George Parker Cook of Belfast in the County of Waldo and State of Maine in consideration of one dollar and other valuable considerations paid by William W. Dickey of Swanville in said County and State the receipt whereof I do hereby acknowledge, do hereby remise, release, bargain, sell and convey, and forever quit-claim unto the said William W. Dickey, his heirs and assigns forever,

A certain lot or parcel of land with the buildings thereon, situated in the city of Belfast, and bounded and described as follows, to wit: Beginning at the intersection of the south line of land formerly of the late Daniel Hinds, with the easterly line of Northport Avenue; thence easterly on said Hinds southerly line, eighteen rods (18) to stake and stones;

I HEREBY AFFIRM THAT THIS DOCUMENT IS A TRUE CERTIFIED COPY OF THE DOCUMENT RECORDED IN THE LAND RECORDS OF WALDO COUNTY, MAINE. BOOK 386 PAGE 453 DATE: 4/16/2019 NUMBER OF PAGES: 1 ATTEST: Susan A. Chant REGISTER OF DEEDS

(5961)

KNOW ALL MEN BY THESE PRESENTS,

That I, Charles E. Keene of Bangor, County of Penobscot and State of Maine, having received the amount secured by a certain mortgage deed dated April 16, 1943 given by Foris A. Dodge recorded in Waldo Registry of Deeds, Vol. 424 Page 10 do hereby discharge the same in full.

Signed and Sealed this fifth day of February 1947.

Witness

Cornelius J. O'Leary

Charles E. Keene

L.S.

Penobscot ss. February 5, 1947.

Personally appeared Charles E. Keene and acknowledged the above discharge to be his free act and deed. Before me,

Cornelius J. O'Leary

Justice of the Peace.

Received February 21, 1947, at 3h., P. M.

(5966)

KNOW ALL MEN BY THESE PRESENTS,

That I, Harriet L. Hartley of Philadelphia in the Commonwealth of Pennsylvania, single woman in consideration of one dollar and other valuable considerations paid by Sam M. Cassida of Belfast in the County of Waldo and State of Maine the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said Sam M. Cassida, his heirs and assigns forever,

A certain lot or parcel of land situated in said Belfast, bounded and described as follows: Beginning at an iron bolt on the southerly bound of the Atlantic Highway and at the southwest corner of land of Samuel Cassida; thence south 81° 51' east along the southerly bound of land of said Cassida 887 ft. to an iron bolt on the top of the bank of Penobscot Bay; thence continuing same course 12 °, more or less to high water mark of said Bay; thence southwesterly and westerly along high water mark of said Bay 650 ft. more or less to a stake at the mouth of a gully on the southeast corner of land of Fred R. Poor; thence northerly up the bottom of the gully 100 ft. along land of said Poor; thence west along land of said Poor 537 ft. to the center of a gully on the southerly bound of the Atlantic Highway near the end of a culvert; thence northeasterly along the southerly bound of said Highway 311 ft. to the point of beginning. Said lot contains 5.55 acres more or less. Also conveying whatever right, title or interest I may have in and to the land between high and low water marks of Penobscot Bay in front of the above described lot. Being a portion of the premises conveyed by Genevieve E. Hargrave to Arthur and Harriet L. Hartley by deed dated August 27, 1934, recorded in Waldo Registry of Deeds, Book 386, Page 453. Courses given in the above description are by magnetic meridian as observed by J. H. Duncan, C. E. October 5, 1945.

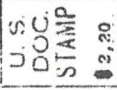
TO HAVE AND TO HOLD the aforementioned and bargained premises with all the privileges and appurtenances thereof, to the said Sam M. Cassida, his heirs and assigns, to his and their use and benefit forever.

And I do Covenant with the said Grantee, his heirs and assigns, that I am lawfully seized in fee of the premises, that they are free of all incumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will Warrant and Defend the same to the said Grantee, his heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said Harriet L. Hartley, have hereunto set my hand and seal this twenty-fifth day of October in the year of our Lord one thousand nine hundred and forty-six.

Signed, Sealed and Delivered
in presence of

Sarah Fokel



Harriet L. Hartley L.S.
1946.

COMMONWEALTH OF PENNSYLVANIA

Personally appeared the above named Harriet L. Hartley and acknowledged the above instrument to be her free act and deed.

Before me, Samuel U. Levin



Notary Public

My Commission expires 3/16/1947

IN THE COURTS OF COMMON PLEAS OF PHILADELPHIA COUNTY

STATE OF PENNSYLVANIA)
I, Meredith Hanna, Prothonotary of

County of Philadelphia, ss.) the Courts of Common Pleas of said county,

which are Courts of Record having a common seal, being the officer authorized by the laws of the State of Pennsylvania to make the following Certificate acting by my Deputy, John J. Hoerr, do Certify, That Samuel U. Levin Esquire, whose name is subscribed to the certificate of the acknowledgment of the annexed instrument and thereon written, was at the time of such acknowledgment a Notary Public for the Commonwealth of Pennsylvania, residing in the County aforesaid, duly commissioned and qualified to administer oaths and affirmations and to take acknowledgments and proofs of Deeds or Conveyances for lands, tenements and hereditaments to be recorded in said State of Pennsylvania, and to all whose acts, as such, full faith and credit are and ought to be given, as well in Courts of Justice as elsewhere; and that I am well acquainted with the handwriting of the said Notary Public and verily believe the signature thereto is genuine, and I further certify that the said instrument is executed and acknowledged in conformity with the laws of the State of Pennsylvania.

The impression of the seal of the Notary Public is not required by law to be filed in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this 7th day of November in the year of our Lord one thousand nine hundred forty-six (1946) -

Meredith Hanna, Prothonotary.
By John J. Hoerr

Deputy Prothonotary

Durante Absentia, Secundum Legem.

Received February 24, 1947, at 10h., 15m., A. M.

(5472)

WALDO, ES:

January 10th, 1947.

I, Ross St. Germain, of Bangor in the County of Penobscot, attorney of record for Norman Marcis, in an action against H. C. McCarrison & Son, Inc., which said action is dated the 6th day of December, 1946, and returnable to the Superior Court at its April Term, 1947, held at Belfast in said County of Waldo, in which action an attachment of real estate of said defendant was made on said real estate in December, 1946, hereby certify that I acknowledge the discharge

I HEREBY AFFIRM THAT THIS DOCUMENT IS A TRUE CERTIFIED
COPY OF THE DOCUMENT RECORDED IN THE LAND RECORDS OF
WALDO COUNTY, MAINE. BOOK 438 PAGE 497
DATE: 4-18-2019 NUMBER OF PAGES 2
ATTEST: Julie Howard, Deputy REGISTER OF DEEDS

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Christine Decker by Maurice L. Decker by deed dated May 5, 1914, recorded in Waldo Registry of Deeds, Book 313, Page 386; conveying to Mabel Thomas by said deeds an undivided one-third interest in said real estate and the entire interest of the said minors, to all of which deeds and the records thereof reference may be had for a more complete description.

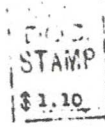
Meaning and intending to convey the same premises as conveyed to John F. Fitzgerald by Mabel Thomas by her deed dated January 8, 1938, recorded in Waldo Registry of Deeds, Book 406, Page 151; and conveying the same premises as deeded to Robert H. Karns by Alexander R. Gilmor by Quit-claim Deed dated December 27, 1945 and recorded in Waldo County Registry of Deeds, Book 441, Page 120.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said Fred O. Dodge, aforesaid, his heirs and assigns, to his and their use and behoof forever.

And I do Covenant with the said Grantee, his heirs and assigns, that I am lawfully seized in fee of the premises that they are free of all incumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will Warrant and Defend the same to the said Grantee, his heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said Robert H. Karns and Thelma A. Karns wife of the said Robert H. Karns joining in this deed as Grantor, and relinquishing and conveying her right by descent and all other rights in the above described premises, have herunto set our hands and seals this sixth day of August in the year of our Lord one thousand nine hundred and forty-six.

Signed, Sealed and Delivered
in presence of
Hillard H. Buzzell
Linwood H. Robertson



Robert H. Karns L.S.
Thelma A Karns L.S.

STATE OF MAINE, Waldo ss.

August 6 1946.

Personally appeared the above named Robert H. Karns and acknowledged the foregoing instrument to be his free act and deed.

Before me, Hillard H. Buzzell
Justice of the Peace

Received August 6, 1946, at 11h., 55m., A. M.

4450

KNOW ALL MEN BY THESE PRESENTS,

That I, Harriet L. Hartley of Philadelphia in the Commonwealth of Pennsylvania, single woman in consideration of one dollar and other valuable considerations paid by Fred R. Pocr of Belfast in the County of Waldo and State of Maine the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said Fred R. Pocr, his heirs and assigns forever,

A certain lot or parcel of land situated in Belfast in the County of Waldo and State of Maine, bounded and described as follows, viz: Beginning at the head of a gully in the

center of a concrete culvert which is on or near the Southerly bound of the Atlantic Highway; thence Southeasterly following the bottom of the gully 275 ft. more or less to an iron bolt in the mouth of a brook; 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; thence Northerly up the bottom of the said gully 100 ft.; thence West 507 ft. to the center of a gully on or near the southerly bound of the Atlantic Highway; thence Westerly along the Southerly bound of said highway 206 ft. to the point of beginning. Said lot contains 2.23 acres, more or less. Being a portion of the premises conveyed by Genevieve E. Hargrave to Arthur and Harriet L. Hartley by deed dated August 27, 1934 and recorded in Waldo Registry of Deeds, Book 386, Page 453.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said Fred R. Poor, his heirs and assigns, to his and their use and behoof forever.

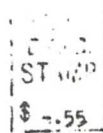
And I do Covenant with the said Grantee, his heirs and assigns, that I am lawfully seized in fee of the premises, that they are free of all incumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, his heirs and assigns forever, against the lawful claims and demands of all persons.

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.

IN WITNESS WHEREOF, I the said Harriet L. Hartley have hereunto set my hand and seal this twenty-fifth day of January in the year of our Lord one thousand nine hundred and forty-six.

Signed, Sealed and Delivered
in presence of

John B. McCann
Samuel U. Levin



Harriet L. Hartley L.S.

STATE OF PENNSYLVANIA
City and County of Philadelphia ss.

June 19 - 1946.

Personally appeared the above named Harriet L. Hartley and acknowledged the above instrument to be her free act and deed.

Before me,
Samuel U. Levin
Notary Public
My Commission expires 3/19/1947



IN THE COURTS OF COMMON PLEAS OF PHILADELPHIA COUNTY

STATE OF PENNSYLVANIA)
County of Philadelphia, ss.) I, Meredith Hanna, Prothonotary of the Courts of Common Pleas of said county, which are Courts of Record having a common seal, being the officer authorized by the laws of the State of Pennsylvania to make the following Certificate, acting by my Deputy, John J. Hoerr.

do Certify, That Samuel U. Levin Esquire, whose name is subscribed to the certificate of the acknowledgment of the annexed instrument and thereon written, was at the time of such acknowledgment a Notary Public for the Commonwealth of Pennsylvania, residing in the County aforesaid, duly commissioned and qualified to administer oaths and affirmations and to take acknowledgments and proofs of Deeds or Conveyances for lands, tenements and hereditaments to be recorded in said State of Pennsylvania, and to all those acts, as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere; and that I am well acquainted with the handwriting of the said Notary Public and verily believe the signature thereof to be genuine and I further certify that the said instrument is executed and acknowledged in conformity with the laws of the State of Pennsylvania.



RECEIVED IN THE REGISTER OF DEEDS
NUMBER OF PAGES
PAGE
COPY OF THE DEED RECORDED IN THE LAND RECORDS OF
DOCUMENT IS A TRUE CERTIFIED
IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said Court, this 10th day of June in the year of our Lord one thousand nine hundred and forty-six (1946)
Meredith Hanna, Prothonotary
Deputy Prothonotary
by John J. Hoerr

The impression of the seal of the Notary Public is not required by law to be filed in this office.
received August 6, 1946, at 12h. 15m., P.M.

Durante Absentia, Secundum Legem.

Know all Men by these Presents, That

I, Harriet L. Hartley of Philadelphia in the County of Philadelphia and Commonwealth of Pennsylvania, widow

in consideration of one dollars and other valuable considerations paid by William P. Butler and Pauline H. Butler both of Natick in the County of Middlesex and Commonwealth of Massachusetts, husband and wife the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said William P. Butler and Pauline H. Butler as joint tenants, and not as tenants in common, to them and their heirs and assigns, and the heirs and assigns of the survivor of them forever,

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A certain lot or parcel of land with the buildings thereon situated in Belfast in the County of Waldo and State of Maine on the easterly side of the Atlantic Highway and bounded and described as follows, to wit: Northerly by land of Fred R. Poor; easterly by Penobscot Bay; southerly by Little River and westerly by the Atlantic Highway, so-called.

Being a portion of the premises conveyed to Arthur Hartley and myself, in joint tenancy, by Genevieve E. Hargrave by deed dated August 27 1934 and recorded in Waldo Registry of Deeds, Book 386, Page 453

Do Give and do Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said William P. Butler and Pauline H. Butler and the survivor of them, as joint tenants, and not as tenants in common, to them and their heirs and assigns, and the heirs and assigns of the survivor of them, to them and

as aforesaid, their use and behoof forever. And I do covenant with the said grantee s,

them and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances; that I have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantees, the heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I the said Harriet L. Hartley

do hereby seal this twenty-second day of September one thousand nine hundred and fifty. have hereunto set in the year of our Lord

Signed, Sealed and Delivered in presence of
H. R. Stone



Harriet L. Hartley L.S.

State of Maine, Waldo ss.

September 25, 1950.

Personally appeared

the above named Harriet L. Hartley and acknowledged the foregoing instrument to be her free act and deed.



Before me, H. R. Stone Notary Public. Received September 30, 1950, at 10 o'clock 50 m. A. M., and recorded according to the original.

I HEREBY AFFIRM THAT THIS DOCUMENT IS A TRUE CERTIFIED COPY OF THE DOCUMENT RECORDED IN THE LAND RECORDS OF WALDO COUNTY, MAINE. BOOK 474 PAGE 387 DATE: 4/16/2019 NUMBER OF PAGES: 1 ATTEST: Stacy A. Stone REGISTER OF DEEDS

587 PAGE 100
That

Know All Men by These Presents,

we, William P. Butler and Pauline H. Butler, husband and wife, both of Belfast in the County of Waldo and State of Maine,

in consideration of one dollar and other valuable considerations,

paid by Ernest J. Bell and Marjorie N. Bell, husband and wife, both of Medway in the County of Norfolk and Commonwealth of Massachusetts

the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said

Ernest J. Bell and Marjorie N. Bell

as joint tenants and not as tenants in common, their heirs and assigns, and to the survivor of them and the heirs and assigns of the survivor of them forever.

A certain lot or parcel of land together with the buildings thereon situated in Belfast in the County of Waldo and State of Maine on the easterly side of the Atlantic Highway and being bounded and described as follows, to wit: Northerly by land of Fred R. Poor; easterly by Penobscot Bay; southerly by Little River; and westerly by the Atlantic Highway, so-called.

Being the same premises conveyed to us by Harriet L. Hartley by her deed of warranty dated September 22, 1950, recorded in Waldo Registry of Deeds, Book 474, Page 387.

To have and to hold the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said

Ernest J. Bell and Marjorie N. Bell

as joint tenants and not as tenants in common, their heirs and assigns, and to the survivor of them and the heirs and assigns of the survivor of them, to their own use and behoof forever.

And we do covenant with the said Grantees, as aforesaid, that we are lawfully seized in fee of the premises, that they are free of all encumbrances; subject to pro rata share of current taxes assessed as of April 1, 1961 which said pro rata share of current taxes the Grantees by acceptance of this deed assume and agree to pay;

that we have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantees, their heirs and assigns and the survivor of them, and the heirs and assigns of the survivor of them forever, against the lawful claims and demands of all persons, except aforesaid taxes in witness whereof, we the said William P. Butler and Pauline H. Butler,

being husband and wife, and mutually

and

xxxx
xxxxxx

Joining in this deed as Grantor s, and
our right by descent and all other
rights in the above described premises, have hereunto set
hand^s and seal^s this thirteenth day of May
in the year of our Lord one thousand nine hundred and sixty-one.

Signed, Sealed and Delivered

Arthur B. Clark
in presence of
Ernest J. Bell
to wit

William P. Butler
Ernest J. Bell



Grant of Arthur Waldo ss. May 13, 1961
Personally appeared the above named

William P. Butler and acknowledged

the foregoing instrument to be his free act and deed.

Before me
Arthur B. Clark
Justice of the Peace.
Notary Public.

Warranty Deed

JOINT TENANCY

From

William P. Butler et ux.

To

Ernest J. Bell et ux.

Dated May 13, 1961

State of Maine,
Waldo ss. Registry of Deeds.

Received May 15 1961
at 3 H. 45 M. P. M., and
recorded in Book 587, Page 100

Attest: *William M. York*
Register.

FROM THE OFFICE OF

Eaton & Glass
Belfast, Maine

LONGING SHORT & HARMON
PORTLAND, MAINE

I HEREBY AFFIRM THAT THIS DOCUMENT IS A TRUE CERTIFIED COPY OF THE DOCUMENT RECORDED IN THE LAND RECORDS OF WALDO COUNTY, MAINE. BOOK 587 PAGE 100 DATE: 4/16/2019 NUMBER OF PAGES 2

That we, Ernest J. Bell and Marjorie N. Bell, husband and wife, both of Belfast in the County of Waldo and State of Maine

in consideration of One Dollar and other valuable considerations

paid by John Joseph Grady and Catherine E. Grady, husband and wife, both of Northport in said County and State

the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said

John Joseph Grady and Catherine E. Grady

as joint tenants and not as tenants in common, their heirs and assigns, and to the survivor of them and the heirs and assigns of the survivor of them forever.

A certain lot or parcel of land situated in Belfast in the County of Waldo and State of Maine, commencing at a point on the southeasterly right-of-way line of U. S. No. 1 at a concrete culvert; thence southwesterly along said right-of-way line one hundred eighty-seven (187) feet to a point six (6) feet, more or less, northwesterly of an iron pin; thence South $48^{\circ} 20'$ East one hundred thirty-eight (138) feet, more or less, to an iron pin and continuing on the same course thirty-nine (39) feet, more or less, to the high water mark of Penobscot Bay; thence turning and running northeasterly along said high water mark three hundred thirty-three (333) feet, more or less, to an iron pipe; thence turning and running generally northwesterly and following the gully that marks the line between land of Ernest J. Bell and Marjorie N. Bell, and land of Fred R. Poor, to the point of beginning.

MEANING AND INTENDING TO CONVEY a part of the parcel of land conveyed to us by William P. Butler et ux by their deed dated May 13, 1961 and recorded in Waldo County Registry of Deeds in Book 587, Page 100.

To have and to hold the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said

John Joseph Grady and Catherine E. Grady

as joint tenants and not as tenants in common, their heirs and assigns, and to the survivor of them and the heirs and assigns of the survivor of them, to their own use and behoof forever.

And we do covenant with the said Grantees, as aforesaid that we are lawfully seized in fee of the premises, that they are free of all encumbrances;

that we have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that we and our heirs shall and will Warrant and defend the same to the said Grantees, their heirs and assigns and the survivor of them, and the heirs and assigns of the survivor of them forever, against the lawful claims and demands of all persons.

In Witness Whereof, we the said Ernest J. Bell and Marjorie N. Bell

mutually joining in this deed as Grantors, and relinquishing and conveying our right by descent and all other rights in the above described premises, have hereunto set our hands and seals this eighteenth day of May in the year of our Lord one thousand nine hundred and sixty-four.



Ernest J. Bell
Marjorie N. Bell

State of Maine, Waldo ss. May 18, 19 64

Personally appeared the above named Ernest J. Bell and Marjorie N. Bell

and acknowledged

the foregoing instrument to be their free act and deed.

Before me,

Arthur B. Clark
Justice of the Peace
Notary Public.



5643

Warranty Deed

JOINT TENANCY

From

ERNEST J. BELL ET UX

To

JOHN JOSEPH GRADY ET UX

Dated May 18, 19 64

State of Maine,

Waldo ss. Registry of Deeds.

Received May 21, 19 64

at 3 H. M. A. M., and

recorded in Book 621, Page 288.

Attest: *Tammie Clements*

Registrar.

FROM THE OFFICE OF

GRADLEY W. TARBELL

ATTORNEY AT LAW

BELFAST, MAINE

LORING SHOPT & MARION, LAW BRISTOLERS

PORTLAND, MAINE

Know all Men by these Presents,

That I, Marjorie Bell, an unmarried widow, of Belfast in the County of Waldo and State of Maine

in consideration of One Dollar and other valuable considerations

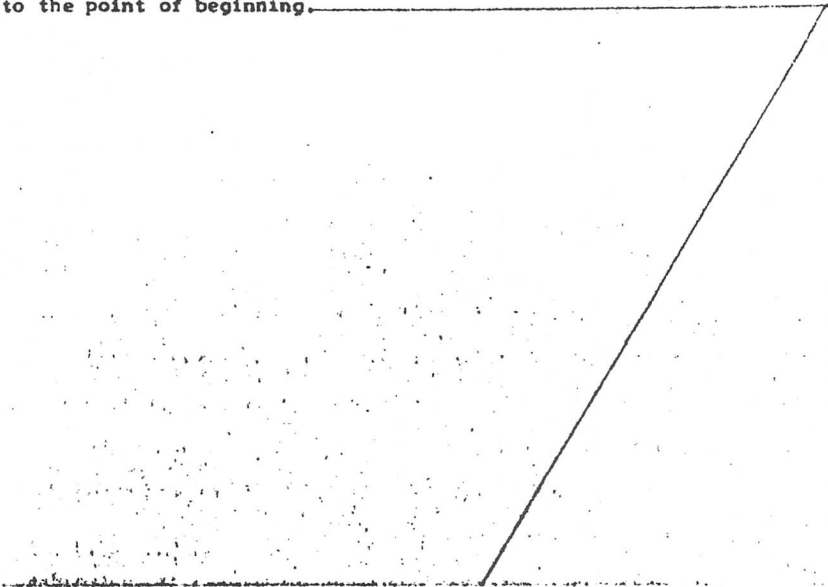
paid by Willis C. Trainor and Virginia K. Trainor, husband and wife, both of Falls Church in the County of Fairfax and State of Virginia the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said Willis C. Trainor and Virginia K. Trainor

as joint tenants and not as tenants in common, their heirs and assigns, and to the survivor of them and the heirs and assigns of the survivor of them forever.

A certain lot or parcel of land, together with the buildings thereon situated in Belfast in the County of Waldo and State of Maine, on the easterly side of the Atlantic Highway and being bounded and described as follows, to wit: Northerly by land of Fred R. Poor; Easterly by Penobscot Bay; Southerly by Little River; and Westerly by the Atlantic Highway, so-called. MEANING AND INTENDING TO CONVEY the same premises as conveyed to Ernest J. Bell et ux by William P. Butler et ux by deed dated May 13, 1961, recorded in Waldo Registry of Deeds in Book 587, Page 100.

EXCEPTING AND RESERVING a certain lot or parcel of land conveyed to John Joseph Grady et ux by Ernest J. Bell and Marjorie N. Bell, by deed dated May 18, 1964, recorded in said Registry in Book 621, Page 288, bounded and described as follows, to wit: Commencing at a point on the southeasterly right-of-way line of U. S. No. 1 at a concrete culvert; thence southwesterly along said right-of-way line 187 feet to a point six feet, more or less, northwesterly of an iron pin; thence South 48 degrees, 20 minutes East 138 feet, more or less, to an iron pin and continuing on the same course 39 feet, more or less, to the high water mark of Penobscot Bay; thence turning and

running northeasterly along said high water mark 333 feet, more or less, to an iron pipe; thence turning and running generally northwesterly and following the gully that marks the line between land of Ernest J. Bell and Marjorie N. Bell and the land of Fred R. Poor, to the point of beginning.



Unlawfully to hold the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said

Willis C. Trainor and Virginia K. Trainor

as joint tenants and not as tenants in common, their heirs and assigns, and to the survivor of them and the heirs and assigns of the survivor of them, to their own use and behoof forever.

And I do warrant with the said Grantees, as aforesaid, that I am lawfully seized in fee of the premises, that they are free of all encumbrances;

that I have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantees, their heirs and assigns and the survivor of them, and the heirs and assigns of the survivor of them forever, against the lawful claims and demands of all persons.

In Witness Whereof, I, the said Marjorie Bell

and

Witness my hand and seal this _____ day of _____ 19__

JOHN W. BELL, Notary Public for the State of Missouri



18

hand and seal this seventeenth day of October in the year of our Lord one thousand nine hundred and sixty-six.

Signed, Sealed and Witnessed

in presence of

Gridley W. Tarbell

Marjorie Bell

State of Maine, WALDO, MA. October 17, 19 66

Personally appeared the above named Marjorie Bell

and acknowledged the foregoing instrument to be her free act and deed.

Before me, *Gridley W. Tarbell* Justice of the Peace.

Notary Public

Warranty Deed

JOINT TENANCY

From

MARJORIE BELL

To

WILLIS C. TRAINOR ET UX

Dated October 17, 19 66

State of Maine.

Waldo in Registry of Deeds

Received October 17, 19 66

at 10 H. 25 M. A. M. and

recorded in Book 652, Page 116

Attest: *James C. Shepard* Register

FROM THE OFFICE OF

GRIDLEY W. TARBELL ATTORNEY AT LAW BELFAST, MAINE

LORING, SHORT & HARMON, LAW ATTORNEYS PORTLAND, MAINE

663 **Know all Men by these Presents,**

That we, Willis G. Trainor and Virginia K. Trainor, husband and wife, both of Falls Church in the County of Fairfax and Commonwealth of Virginia,

in consideration of one dollar and other valuable considerations,

paid by Snelling S. Robinson of Northport in the County of Waldo and State of Maine,

the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said

Snelling S. Robinson, his heirs and assigns forever, a certain lot or parcel of land, together with the buildings thereon situated in Belfast in the County of Waldo and State of Maine, on the easterly side of the Atlantic Highway and being bounded and described as follows, to wit: Northerly by land of Fred R. Poor; Easterly by Penobscot Bay; Southerly by Little River; and Westerly by the Atlantic Highway, so-called.

EXCEPTING AND RESERVING a certain lot or parcel of land conveyed to John Joseph Grady et ux by Ernest J. Bell and Marjorie N. Bell by deed dated May 18, 1964, recorded in Waldo Registry of Deeds in Book 621, Page 288, bounded and described as follows, to wit: Commencing at a point on the southeasterly right-of-way line of U. S. No. 1 at a concrete culvert; thence southwesterly along said right-of-way line 187 feet to a point six feet, more or less, northwesterly of an iron pin; thence South 48 degrees, 20 minutes East 138 feet, more or less, to an iron pin and continuing on the same course 39 feet, more or less, to the high water mark of Penobscot Bay; thence turning and running northeasterly along said high water mark 333 feet, more or less, to an iron pipe; thence turning and running generally northwesterly and following the gully that marks the line between land of Ernest J. Bell and Marjorie N. Bell and the land of Fred R. Poor, to the point of beginning. The granted and conveyed premises being the same conveyed to us by Marjorie N. Bell by her deed dated October 17, 1966, recorded in Waldo Registry of Deeds in Book 652, Page 116.

To Have and to Hold the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said

Snelling S. Robinson, his

heirs and assigns, to his and their use and behoof forever.

And do COVENANT with the said Grantee, his heirs





and assigns, that we are lawfully seized in fee of the premises that they are free of all encumbrances: Subject to pro rata share of current taxes assessed as of April 1, 1967 which said pro rata share of current taxes, the Grantee, by acceptance of this deed assumes and agrees to pay; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will WARRANT and DEFEND the same to the said Grantee, his heirs and assigns forever, against the lawful claims and demands of all persons.

BOOK 663 PAGE 99

In Witness Whereof, we, the said Willis C. Trainor and Virginia K. Trainor, being husband and wife, and mutually

joining in this deed as Grantor and relinquishing and conveying our right by descent and all other rights in the above described premises, have hereunto set our hand and seal, this first day of September in the year of our Lord one thousand nine hundred and sixty-seven.

Signed, Sealed and Delivered
in presence of

Justus W. Tinkell
4676

Willis C. Trainor
Virginia K. Trainor

State of Maine, }
Waldo } September 1, 1967

Personally appeared the above named

Willis C. Trainor and acknowledged the above instrument to be his free act and deed.

Before me, *Justus W. Tinkell*
Justice of the Peace.

Warranty Deed

From
Willis C. Trainor et al.
To
Spelling S. Robinson

Dated September 1, 1967
State of Maine.

Waldo, at Registry of Deeds,
Received September 1, 1967
at 11 H. 10 M. A. M., and
recorded in Book 663, Page 98
Attest: *Jenni Clements*
Register.

FROM THE OFFICE OF
ERTNEY W. TARBELL, Esq.
18 Miller Street
Belfast, Maine

LEONING, SHOOT & HARRISON, LAW OFFICES
BELFAST, MAINE

(184)
EXECUTOR'S AND TRUSTEES DEED
[WHEN THE WILL AUTHORIZES A SALE]

912

Know all Men by these Presents.

That We, Evelyn Flanders Robinson of Northport, County of Waldo and State of Maine, and Continental Illinois National Bank and Trust Company of Chicago, a duly organized and existing banking corporation with its principal place of business in Chicago, County of Cook, and State of Illinois,

~~KNOWING~~ executor s of the last will and testament of the late of Northport, County of Waldo, and State of Maine deceased, testate, by virtue of the authority to us given by

the said Snelling S. Robinson in his last will and testament, in our capacity of executors as afore-

said, and in consideration of Thirty-five thousand Dollars (\$35,000.00) dollars

to us paid by Winston C. Ferris of Buckport, County of Hancock, and State of Maine,

of the receipt whereof is hereby acknowledged, do hereby sell and convey unto the said Winston C. Ferris, his

heirs and assigns, the following described real estate, which was the property of the said Snelling S. Robinson situated in Belfast, County of Waldo, and State of Maine and bounded as follows:

A certain lot or parcel of land, together with the buildings thereon, situated in said Belfast, in the County of Waldo and State of Maine, on the easterly side of the Atlantic Highway and being bounded and described as follows, to wit:

Northerly by land of Fred R. Poor; Easterly by Penobscot Bay; Southerly by Little River and Westerly by the Atlantic Highway, so called.

EXCEPTING therefrom, however, a certain lot or parcel of land conveyed to John Joseph Grady et ux by Ernest J. Bell and Marjorie E. Bell by deed dated May 18, 1964 and recorded in the Waldo County Registry of Deeds in Book 621 at Page 288, bounded and described as follows, to wit: Commencing at a point on the southeasterly right of way line of U. S. #1 at a concrete culvert; thence southwesterly along said right of way line, one hundred eighty-seven (187) feet to a point six (6) feet, more or less, northwesterly of an iron pin; thence South 43° 20' east one hundred thirty-eight (138) feet, more or less, to an iron pin and continuing on the same course thirty-nine (39) feet, more or less, to the high water mark of Penobscot Bay; thence turning and running northeasterly along said high water mark three hundred thirty-three (333) feet, more or less, to an iron pipe; thence turning and running generally northwesterly and following the gully that marks the line between land of Ernest J. Bell and Marjorie E. Bell, and the land of Fred R. Poor, to the point of beginning.

TOGETHER with all our right, title and interest in and to that portion of the premises which lies between high and low water mark, commonly designated as the flats.

It is meant and intended to describe and convey the same premises conveyed to Snelling S. Robinson, by warranty deed of Willis C. Trainer, et ux, dated September 1, 1967, and recorded in the Waldo County Registry of Deeds in Book 663 at Page 98.

This deed, together with a Bill of Sale, is tendered by the grantors and accepted by the grantee in full and complete performance of a Memorandum of Agreement, dated January 16, 1970, as amended by an addenda dated February 3, 1970.

On here and to hold the above-granted premises unto the said
Winston G. Ferris,

and his heirs and assigns forever. And we, the said Evelyn
Flanders Robinson and Continental Illinois National Bank and Trust Company, of Chicago,
Executors

in our said capacity, do hereby covenant to and with the said
Winston G. Ferris, his heirs and assigns, that
we are the lawful executors of the last will and
testament of the said Jelling S. Robinson; that we
have power under said will to sell as aforesaid; and that in making
this conveyance, we have in all respects, acted in pursuance of
the authority granted in and by the said last will and testament.



In Witness Whereof we the said Evelyn Flanders Robinson and
Continental Illinois National Bank and Trust Company of Chicago
in our said capacity of executor

as aforesaid have hereunto set our hands and seals.

this 19th day of March in the year of our

Lord one thousand nine hundred and seventy.

Witness, Signed, Dated and Delivered
Attest: [Signature] Assistant Secretary

Continental Illinois National Bank and
Trust Company of Chicago
By: [Signature] Secretary

State of Maine, Waldo }
Waldo }
March 19 1970

Then personally appeared the above named Evelyn Flanders Robinson
and acknowledged the above instrument to be her free act and deed
in her said capacity.

Before me,
[Signature]
Notary Public

912
State of Maine, Waldo ss. Registry of Deeds
Received March 27, 1970 at 2 P.M., P.M.,
and recorded in Book 680 Page 688
Attest: [Signature] Register
BOOK 680 PAGE 688

1134

Certificate of Clerk of Courts of Waldo County to be filed in the Registry of Deeds for Waldo County

State of Maine,
Waldo, ss

Superior Court

Civil Action, Docket No. **11275**

The following is an abstract of a complaint dated April 10, 1970 filed in the Superior Court in and for the County of Waldo on the 14th day of APRIL, 1970 by Winston C. Ferris: of Bucksport, County of Hancock, State of Maine, Plaintiff, against Genevieve E. Hargrave, whereabouts unknown but whose last residence was in Philadelphia, County of Philadelphia, State of Pennsylvania, her heirs, legal representatives, devisees, assigns, trustees in bankruptcy, disseisors, creditors, lienors and grantees, and any and all other persons unascertained, not in being or unknown or out of the State, and all other persons whosoever who claim or may claim any right, title, interest or estate, legal or equitable, in the within described land and real estate through or under said defendants, Defendants, wherein the Plaintiff demands that the above named Defendants be barred from all claims to any right, title, interest or estate in the hereinafter described premises, and that he is vested with title to the hereinafter described real property in fee simple, free and clear of all claims by the defendants or any person claiming through or under them and pray that the judgment shall operate directly on the land and shall have the force of a release made by or on behalf of all defendants of all claims inconsistent with the title established or declared hereby.

PARTIES: Winston C. Ferris: of Bucksport, County of Hancock, State of Maine, Plaintiff.

vs

Genevieve E. Hargrave, whereabouts unknown but whose last residence was in County of Philadelphia Philadelphia, State of Pennsylvania, her heirs, legal representatives, devisees, assigns, trustees in bankruptcy, disseisors, creditors, lienors and grantees, and any and all other persons unascertained, not in being or unknown or out of the State, and all other persons whosoever who claim or may claim any right, title, interest or estate, legal or equitable, in the within described land and real estate through or under said defendants, Defendants.

DESCRIPTION: A certain lot or parcel of land, together with the buildings thereon, commonly known and designated as The Little River Inn, situated in Belfast in the County of Waldo and State of Maine, on the easterly side of the Atlantic Highway, and being bounded and described as follows, to wit:

Northerly by land of Fred R. Poor; Easterly by Penobscot Bay; Souther-

ly by Little River and Westerly by the Atlantic Highway, so called.

Excepting, however, a certain lot or parcel of land, together with the buildings thereon, conveyed to John Joseph Grady et ux by Ernest J. Bell and Marjorie H. Bell by deed dated May 18, 1964 and recorded in the Waldo County Registry of Deeds in Book 621 at Page 288, bounded and described in said deed as follows, to wit: A certain lot or parcel of land situated in Belfast in the County of Waldo and State of Maine commencing at a point on the southeasterly right of way line of U. S. #1 at a concrete culvert; thence southeasterly along said right of way line one hundred eighty-seven (187) feet to a point six (6) feet, more or less, northeasterly of an iron pin; thence South 48° 20' East one hundred thirty-eight (138) feet, more or less, to an iron pin and continuing on the same course thirty-nine (39) feet, more or less, to the high water mark of Penobscot Bay; thence turning and running northeasterly along said high water mark three hundred thirty-three feet, more or less, to an iron pipe; thence turning and running generally northwesterly and following the gully that marks the line between land of Ernest J. Bell and Marjorie H. Bell and land of Fred A. Poor to the point of beginning.

A TRUE ABSTRACT OF COMPLAINT:

ATTEST: Edwin M. Hayes
Clerk, Waldo County Superior Court

1134

Waldo Co. Registry of Deeds
received April 17 1970 at 10 H., 00 M., A. M.
recorded in Book 680 Page 1112
Attest: James C. ... Register

I HEREBY AFFIRM THAT THIS DOCUMENT IS A TRUE CERTIFIED
COPY OF THE DOCUMENT RECORDED IN THE LAND RECORDS OF
WALDO COUNTY, MAINE. BOOK _____ PAGE _____
DATE: _____ NUMBER OF PAGES _____
ATTEST: _____ REGISTER OF DEEDS

BOOK 680 PAGE 1113

400

STATE OF MAINE

SUPERIOR COURT

WALDO, SS

Civil Action, Docket No. 11275

WINSTON C. FERRIS of Bucksport, County of Hancock, State of Maine,

PLAINTIFF,

vs.

GENEVIEVE E. HARGRAVE, whereabouts unknown but whose last residence was in Philadelphia, County of Philadelphia, State of Pennsylvania, her heirs, legal representatives, devisees, assigns, trustees in bankruptcy, disseisors, creditors, lienors and grantees, and any and all other persons unascertained, not in being or unknown or out of the State, and all other persons whosoever who claim or may claim any right, title, interest or estate, legal or equitable, in the within described land and real estate through or under said defendants,

DEFENDANTS,

FINAL DECREE

This matter came on for hearing before the Court and the Court finding that service by publication upon all defendants has been made in accordance with the Order of this Court dated April 14, 1970, and Roger F. Blake, Esq., of Belfast, Maine, having been appointed Guardian Ad Litem under Title 14, M.R.S.A., Section 6636 for all defendants, and the said Roger F. Blake, Esq. having filed an acceptance of appointment and an answer denying the allegations of the Complaint;

It is, after hearing, ORDERED, ADJUDGED AND DECREED THAT:

1. The defendants and every person claiming by, through, or under them, be barred from all claims to any right, title, interest or estate in the following described land and real estate:

A certain lot or parcel of land, together with the buildings thereon, commonly known and designated as The Little River Inn, situated in Belfast, in the County of Waldo and State of Maine, on the easterly side of the Atlantic Highway, and being bounded and described as follows, to wit:

Northerly by land of Fred R. Poor; Easterly by Penobscot Bay; Southerly by Little River and Westerly by the Atlantic Highway, so called.

Excepting, however, a certain lot or parcel of land, together with the buildings thereon, conveyed to John Joseph Grady et ux by Ernest J. Bell and Marjorie M. Bell by deed dated May 18, 1964 and recorded in the Waldo County Registry of Deeds in Book 621 at Page 288, bounded and described in said deed as follows, to wit: A certain lot or parcel of land situated in Belfast in the County of Waldo and State of Maine commencing at a point on the southeasterly right of way line of U. S. #1 at a concrete culvert; thence southeasterly along said right of way line one hundred eighty-seven (187) feet to a point six (6) feet, more or less, northwesterly of an iron pin; thence South 48° 20' East one hundred thirty-eight (138) feet, more or less, to an iron pin and continuing on the same course thirty-nine (39) feet, more or less, to the high water mark of Penobscot Bay; thence turning and running northeasterly along said high water mark three hundred thirty-three feet, more or less, to an iron pipe; thence turning and running generally northwesterly and following the gully that marks the line between land of Ernest J. Bell and Marjorie M. Bell and land of Fred R. Poor to the point of beginning.

2. The plaintiff is vested with title to the above described land and real estate in fee simple.

3. A copy of this Judgment and Decree, attested as such by the Clerk of this Court, shall be recorded in the Waldo County Registry of Deeds and this Judgment and Decree shall operate directly upon the above described land and real estate and shall have the force of a release made by or on behalf of all the defendants of all claims inconsistent with the title established or declared hereby. This decree shall be recorded within thirty days after date in the Registry of Deeds for the County of Waldo and State of Maine, which county is the one in which this Court finds venue to exist.

Dated: June 26, 1970

/s/ WILLIAM S. SILSBY
Justice, Superior Court

A TRUE COPY, ATTEST:

Edna M. Hagen
Clerk, Waldo County Superior Court

2400

State of Maine, Waldo ss. Registry of Deeds
Received June 29 1970 at 10 H., 00 M., A.M.
and recorded in Book 683 Page 283
Attest: [Signature] Register

I HEREBY AFFIRM THAT THIS DOCUMENT IS A TRUE CERTIFIED COPY OF THE DOCUMENT RECORDED IN THE LAND RECORDS OF WALDO COUNTY, MAINE. BOOK 683 PAGE 283 DATE: June 29, 1970 NUMBER OF PAGES 1 ATTEST: [Signature] REGISTER OF DEEDS

BOOK 684 PAGE 688

3250

(508)

Know all Men by these Presents,

That I, Winston C. Ferris of Belfast, County of Waldo and State of Maine,

in consideration of one dollar and other valuable considerations,

paid by Andrew J. Gay and Judith Gay, both of St. Louis, County of St. Louis, State of Missouri,

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Andrew J. Gay and Judith Gay

as joint tenants and not as tenants in common, their heirs and assigns forever, a certain lot or parcel of land together with the buildings thereon, situated in Belfast, County of Waldo and State of Maine, bounded and described as follows, to wit:

Northerly by land of Fred R. Poor; Easterly by Penobscot Bay; Southerly by Little River and Westerly by the Atlantic Highway, so-called.

EXCEPTING herefrom, however, a certain lot or parcel of land, conveyed to John Joseph Grady et ux by Ernest J. Bell and Marjorie N. Bell by deed dated May 18, 1964 and recorded in the Waldo County Registry of Deeds in Book 621 at Page 288, bounded and described as follows, to wit: Commencing at a point on the southeasterly right of way line of U. S. #1 at a concrete culvert; thence southwesterly along said right of way line, one hundred eighty-seven (187) feet to a point six (6) feet, more or less, northwesterly of an iron pin; thence South 48° 20' east one hundred thirty-eight (138) feet, more or less, to an iron pin and continuing on the same course thirty-nine (39) feet, more or less, to the high water mark of Penobscot Bay; thence turning and running northeasterly along said high water mark three hundred thirty-three (333) feet, more or less, to an iron pipe; thence turning and running generally northwesterly and following the gully that marks the line between land of Ernest J. Bell and Marjorie N. Bell, and the land of Fred R. Poor, to the point of beginning.

Together with all our right, title and interest in and to that portion of the premises which lies between high and low water mark, commonly designated as the flats.

It is meant and intended to describe and convey the same premises conveyed to me by Evelyn Flanders Robinson and Continental Illinois National Bank and Trust Company of Chicago, executors u/w/o Snelling S. Robinson, by deed dated March 19, 1970, recorded in Waldo County Registry of Deeds, Book 680, Page 688.

That he and she hold the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said Andrew J. Gay and Judith Gay

as joint tenants and not as tenants in common, their heirs and assigns, to their own use and behoof forever.

And I do covenant with the said Grantees, as aforesaid, that I am lawfully seized in fee of the premises, that they are free of all encumbrances;

that I have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantees, their heirs and assigns against the lawful claims and demands of all persons.

In Witness Whereof, I, the said Winston C. Ferris,

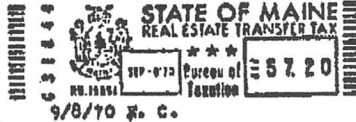
and Irene Ferris,

wife of the said Winston C. Ferris,

joining in this deed as Grantor, and relinquishing and conveying her right by descent and all other rights in the above described premises, have hereunto set our hand and seals this twenty-sixth day of August in the year of our Lord one thousand nine hundred and seventy.

Signed, Sealed and Delivered in presence of

Winston C. Ferris
Irene Ferris



State of Maine, Waldo ss. August 26, 1970

Personally appeared the above named

Winston C. Ferris and acknowledged the foregoing instrument to be his free act and deed.

State of Maine, Waldo ss. Registry of Deeds
Received September 8, 1970 at 11 H., 00 M. A. *Richard L. Clark*
and recorded in Book 601 Page 688 Justice of the Peace.
Attest: *Janet ...* Register Notary Public.

BOOK 604 PAGE 689

KNOW ALL MEN BY THESE PRESENTS, THAT we, ANDREW J. GAY, of Belfast in the County of Waldo and State of Maine, whose mailing address is The Battery, Belfast, Maine 04915, and JUDITH GAY of Castine in the County of Hancock and State of Maine, whose mailing address is Castine, Maine 04421,

in consideration of one dollar and other valuable considerations,

paid by CHRISTOPHER S. SMITH and HEATHER O. SMITH, both of Strong in the County of Franklin and State of Maine, whose mailing address is Main Street, Strong, Maine 04983,

the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL, AND CONVEY, unto Christopher S. Smith and Heather O. Smith as joint tenants and not as tenants in common, to them and their heirs and assigns and the heirs and assigns of the survivor forever,

a certain lot or parcel of land together with the buildings thereon situated in Belfast in the County of Waldo and State of Maine, bounded and described in a warranty deed from Winston C. Ferris to Andrew J. Gay and Judith Gay dated August 26, 1970, and recorded in the Waldo County Registry of Deeds in Book 684, Page 688, as follows, to wit:

"Northerly by land of Fred R. Poor; Easterly by Penobscot Bay; Southerly by Little River and Westerly by the Atlantic Highway, so-called.

EXCEPTING therefrom, however, a certain lot or parcel of land conveyed to John Joseph Grady et ux by Ernest J. Bell and Marjorie N. Bell by deed dated May 18, 1964 and recorded in the Waldo County Registry of Deeds in Book 621 at Page 288, bounded and described as follows, to wit: Commencing at a point on the southeasterly right of way line of U. S. #1 at a concrete culvert; thence southwesterly along said right of way line, one hundred eighty-seven (187) feet to a point six (6) feet, more or less, northwesterly of an iron pin; thence South 48°20' east one hundred thirty-eight (138) feet, more or less, to an iron pin and continuing on the same course thirty-nine (39) feet, more or less, to the high water mark of Penobscot Bay; thence turning and running northeasterly along said high water mark three hundred thirty-three (333) feet, more or less, to an iron pipe; thence turning and running generally northwesterly and following the gully that marks the line between land of Ernest J. Bell and Marjorie N. Bell, and the land of Fred R. Poor, to the point of beginning.

Together with all our right, title and interest in and to that portion of the premises which lies between high and low water mark, commonly designated as the flats.

It is meant and intended to describe and convey the same premises conveyed to me by Evelyn Flanders Robinson and Continental Illinois National Bank and Trust Company of Chicago, executors u/w/o Snelling S. Robinson, by deed dated March 19, 1970, recorded in Waldo County Registry of Deeds, Book 680, Page 688."

It is meant and intended to describe and convey the same premises conveyed to Andrew J. Gay and Judith Gay from Winston C. Ferris by warranty deed dated August 26, 1970, and recorded in the Waldo County Registry of Deeds in Book 684, Page 688, on September 8, 1970.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said Christopher S. Smith and Heather O. Smith as joint tenants and not as tenants in common, to them and their heirs and assigns and the heirs and assigns of the survivor forever.

AND we do COVENANT with the said Grantees, their heirs and assigns, that we are lawfully seized in fee of the premises that they are free of all

encumbrances; that we have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that we and our heirs shall and will WARRANT and DEFEND the same to the said Grantees, their heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we, the said Andrew J. Gay and Judith Gay, an unmarried divorced woman, and Jeanine Brown Gay, wife of the said Andrew J. Gay, and mutually joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this first day of November in the year of our Lord one thousand nine hundred and eighty-three.

SIGNED, SEALED, AND DELIVERED

IN PRESENCE OF

Charles F. Henry

Andrew J. Gay
Andrew J. Gay

James P. Elliott

Judith Gay
Judith Gay

Charles F. Henry

Jeanine Brown Gay
Jeanine Brown Gay, wife of the said Andrew J. Gay



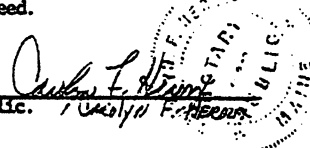
STATE OF MAINE
WALDO, SS.

November 1, 1983

Personally appeared the above named Andrew J. Gay and acknowledged the above instrument to be his free act and deed.

Before me,

Charles F. Henry
Notary Public.
FCM/mb/cfh



6659

State of Maine, Waldo Co. Registry of Deeds
Received NOV 2 1983 9:30 AM
and recorded in Book 817, Page 292
Attest: Debra Page Registrar

QUITCLAIM DEED
With Covenant

7587

Know all Men by these Presents,

That I, CHRISTOPHER S. SMITH, of Belfast, County of Waldo,
State of Maine,

in consideration of one dollar and other valuable considerations

paid by HEATHER O. SMITH of Belfast, County of Waldo, State of Maine,

whose mailing address is Northport Avenue, Belfast, ME 04915

the receipt whereof I do hereby acknowledge, do hereby remise, release, bargain,
sell and convey, and forever quitclaim unto the said HEATHER O. SMITH, her

heirs and assigns forever.

a certain lot or parcel of land together with the buildings
thereon situated in BELFAST in the County of Waldo and State of
Maine, bounded and described in 1970 as follows, to wit:

"Northerly by land of Fred R. Poor; Easterly by Penobscot Bay;
Southerly by Little River and Westerly by the Atlantic Highway,
so-called.

EXCEPTING therefrom, however, a certain lot or parcel of land
conveyed to John Joseph Grady et ux by Ernest J. Bell and
Marjorie N. Bell by deed dated May 18, 1964 and recorded in
the Waldo County Registry of Deeds in Book 621 at Page 288,
bounded and described as follows, to wit: Commencing at a point
on the southeasterly right of way line of U.S. #1 at a concrete
culvert; thence southwesterly along said right of way line,
one hundred eighty-seven (187) feet to a point six (6) feet,
more or less, northwesterly of an iron pin; thence South 48°20'
east one hundred thirty-eight (138) feet, more or less, to an
iron pin and continuing on the same course thirty-nine (39) feet,
more or less, to the high water mark of Penobscot Bay; thence
turning and running northeasterly along said high water mark
three hundred thirty-three (333) feet, more or less, to an iron
pipe; thence turning and running generally northwesterly and
following the gully that marks the line between land of Ernest
J. Bell and Marjorie N. Bell, and the land of Fred R. Poor, to
the point of beginning.

Together with all our right, title and interest in and to that
portion of the premises which lies between high and low water
mark, commonly designated as the flats.

It is meant and intended to describe and convey the same premises
conveyed to me by Evelyn Flanders Robinson and Continental
Illinois National Bank and Trust Company of Chicago, executors
u/w/o Snelling S. Robinson, by deed dated March 19, 1970, recorded
in Waldo County Registry of Deeds, Book 680, Page 688."

MEANING AND INTENDING TO CONVEY and hereby conveying the same
premises described in a deed from Andrew J. Gay and Judith Gay
to Christopher S. Smith and Heather O. Smith as dated November 1,
1983 and recorded in the Waldo County Registry of Deeds in
Book 817, Page 291.

SUBJECT, however, to two mortgages described as follows: a first
mortgage from Christopher S. Smith and Heather O. Smith to

No Transfer Tax Paid

Kingfield Savings Bank as dated November 1, 1983 and recorded in the Waldo County Registry of Deeds in Book 817, Page 293; and a second mortgage from Christopher S. Smith and Heather O. Smith to Andrew J. Gay and Judith Gay as dated November 1, 1983 and recorded in the Waldo County Registry of Deeds in Book 817, Page 298.

Waldo County, Maine

04115

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT I, HEATHER O. SMITH of Belfast in the County of Waldo and State of Maine, whose mailing address is 178 Northport Avenue, Belfast, Maine 04915,

in consideration of one dollar and other valuable considerations,

paid by JEFFREY R. MABEE and JUDITH B. GRACE, both of Belfast in the County of Waldo and State of Maine, whose mailing address is R. F. D. #1, Box 1321, Belfast, Maine 04915,

the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL, AND CONVEY, unto Jeffrey R. Mabee and Judith B. Grace as joint tenants and not as tenants in common, their heirs and assigns forever,

a certain lot or parcel of land together with the buildings thereon situated in Belfast in the County of Waldo and State of Maine, bounded and described in a warranty deed from Winston C. Ferris to Andrew J. Gay and Judith Gay dated August 26, 1970, and recorded in the Waldo County Registry of Deeds in Book 684, Page 688, as follows, to wit:

"Northerly by land of Fred R. Poor; Easterly by Penobscot Bay; Southerly by Little River and Westerly by the Atlantic Highway, so-called.

EXCEPTING therefrom, however, a certain lot or parcel of land conveyed to John Joseph Grady et ux by Ernest J. Bell and Marjorie N. Bell by deed dated May 18, 1964 and recorded in the Waldo County Registry of Deeds in Book 621 at Page 288, bounded and described as follows, to wit: Commencing at a point on the southeasterly right of way line of U. S. #1 at a concrete culvert; thence southwesterly along said right of way line, one hundred eighty-seven (187) feet to a point six (6) feet, more or less, northwesterly of an iron pin; thence South 48°20' east one hundred thirty-eight (138) feet, more or less, to an iron pin and continuing on the same course thirty-nine (39) feet, more or less, to the high water mark of Penobscot Bay; thence turning and running northeasterly along said high water mark three hundred thirty-three (333) feet, more or less, to an iron pipe; thence turning and running generally northwesterly and following the gully that marks the line between land of Ernest J. Bell and Marjorie N. Bell, and the land of Fred R. Poor, to the point of beginning.

Together with all our right, title and interest in and to that portion of the premises which lies between high and low water mark, commonly designated as the flats.

It is meant and intended to describe and convey the same premises conveyed to me by Evelyn Flanders Robinson and Continental Illinois National Bank and Trust Company of Chicago, executors u/w/o Snelling S. Robinson, by deed dated March 19, 1970, recorded in Waldo County Registry of Deeds, Book 680, Page 688."

It is meant and intended to describe and convey the same premises conveyed to Christopher S. Smith and Heather O. Smith from Andrew J. Gay and Judith Gay by warranty deed dated November 1, 1983, and recorded in the Waldo County Registry of Deeds in Book 817, Page 291.

For further title reference, see deed from Christopher S. Smith to Heather O. Smith dated December 11, 1984, and recorded in the Waldo County Registry of Deeds in Book 833, Page 153, on December 12, 1984.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said Jeffrey R. Mabee and Judith B. Grace as joint tenants and not as tenants in common, their heirs and assigns forever.

BK 1221 PG 348

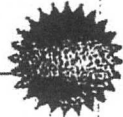
AND I do COVENANT with the said Grantees, their heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that I and my heirs shall and will WARRANT and DEFEND the same to the said Grantees, their heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Heather O. Smith, have hereunto set my hand and seal this fifteenth day of May in the year of our Lord one thousand nine hundred and ninety-one.

SIGNED, SEALED, AND DELIVERED
IN PRESENCE OF

[Signature]

Heather O. Smith
Heather O. Smith



STATE OF MAINE
WALDO, SS.

May 31, 1991

Personally appeared the above named Heather O. Smith and acknowledged the above instrument to be her free act and deed.

Before me,

[Signature]

Notary Public.

Notary Public: Please Print Name:
CFH/Smith
FCM/cfh

A. PETER CARR

My Commission Expires
1-16-1994

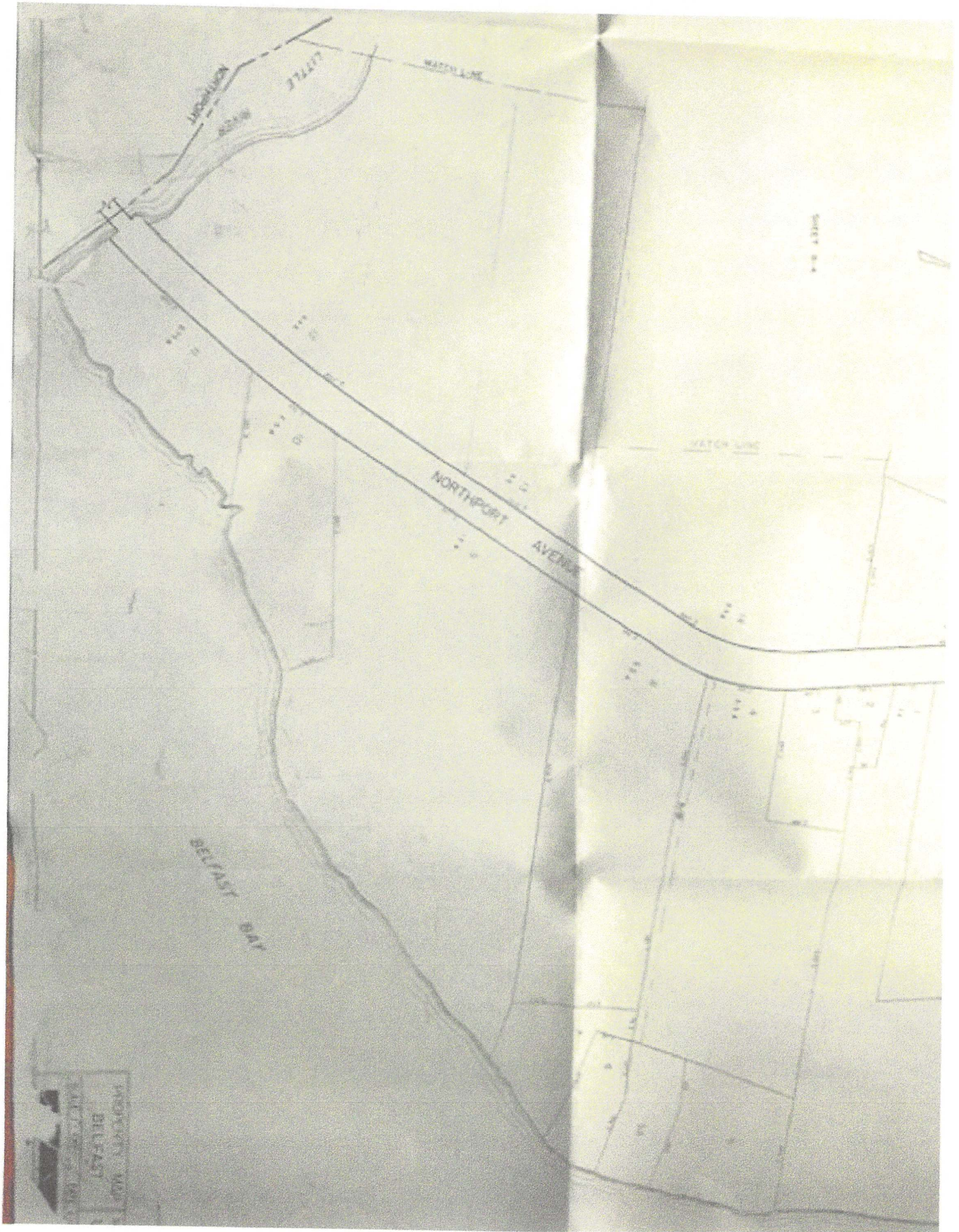


RECEIVED WALDO SS.
1991 JUN -7 PM 1:47

ATTEST: *Delvin Page*
REGISTER OF DEEDS

EXHIBIT

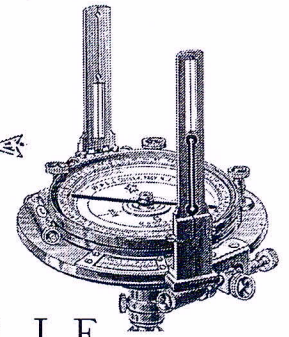
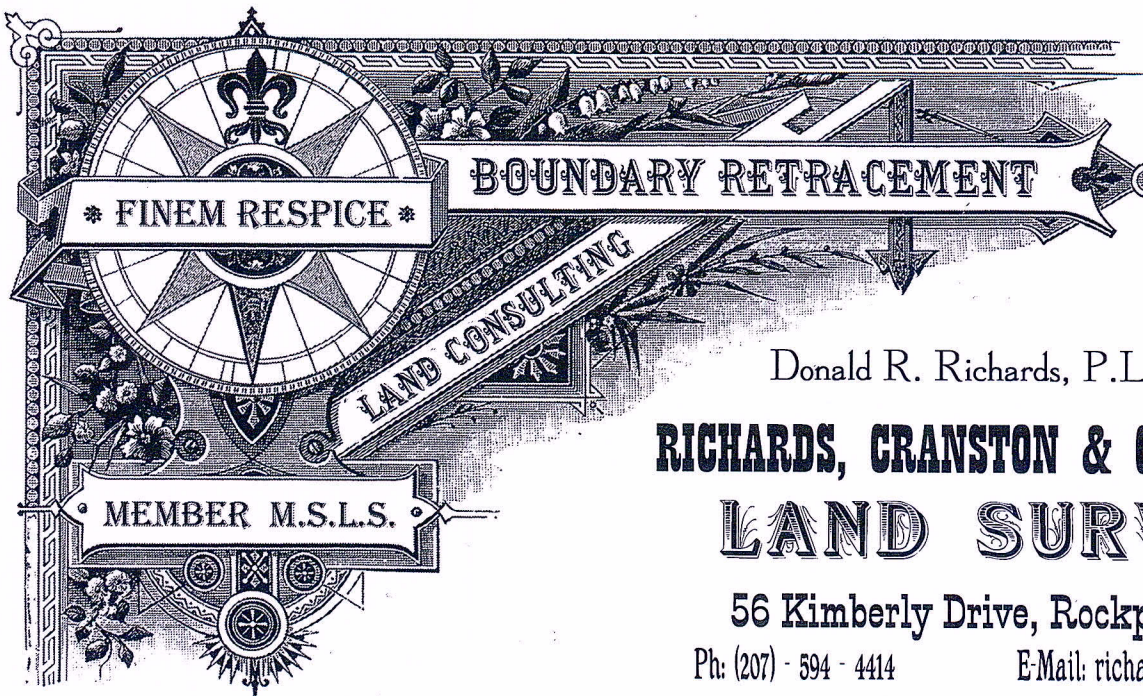
17



INDUSTRIAL MAP
BELFAST
1950

EXHIBIT

18



Donald R. Richards, P.L.S., L.F.

RICHARDS, CRANSTON & CHAPMAN, LLC
LAND SURVEYS

56 Kimberly Drive, Rockport, ME 04856

Ph: (207) - 594 - 4414

E-Mail: richards @ free.midcoast.com

Affidavit and Professional Report
By
Donald R. Richards, P.L.S

UPON OATH, I, Donald Richards, based on my own personal knowledge and based upon information which I believe to be true, state as follows:

1. I am a resident of Rockport, Maine residing at 56 Kimberly Drive, Rockport, Maine 04856. I am a licensed surveyor (P.L.S. 1209) in the State of Maine. I have testified frequently as an expert in Maine Courts as an expert on survey and access and boundary disputes. This affidavit is made based on my review of the title records at the Waldo County Registry of Deeds and other materials including maps and tax records and my personal knowledge.
2. I have had opportunity to review deeds and materials pertaining to the ownership limits of the various properties at the Little River neighborhood in Belfast and Northport with particular attention to the location of the pipeline proposed by Nordic Aquafarms.
3. The pipeline is proposed to cross the property of Richard and Janet Eckrote but a review of the deeds indicates there are two points which are problematic for the applicant, Nordic Aquafarms. The Eckrotes' predecessor in title did not acquire the shore and the flats adjoining their property, they are included in the deed to Mabee and Grace, and there is a restriction on the Eckrotes' property from a previous deed which prohibits commercial use. I will elaborate upon each issue.

4. Richard and Janet Eckrote acquired their property under a probate deed from the Estate of Phyllis J. Poor. My research indicates that Phyllis Poor acquired title through a deed to Fred R. Poor from Harriet Hartley dated January 25, 1946 as recorded in Book 452, Page 205 of the Waldo County Registry of Deeds. That deed to Fred R. Poor described the southeasterly boundary of the property as running, "Easterly and Northeasterly along high-water mark of Penobscot Bay...". That language clearly bounds the land conveyed at the high-water mark and excludes the lands between the high-water mark and the low water mark of Penobscot Bay so Phyllis Poor did not have shore or intertidal rights to convey under that deed.
5. To clarify, the shore is the land between the ordinary low stage and ordinary high stage of the water or all the ground between the ordinary high water mark and low water mark.¹ This area is also known as flats, intertidal zone, foreshore, beach, or the beachfront area.² It may be sold separately from the upland and may be excluded from a sale of the upland by appropriate wording. The deed to Fred R. Poor ran easterly and northeasterly along high-water mark of Penobscot Bay thereby excluding the shore and flats or the land between the high-water mark and the low water mark which was retained by Harriet L. Hartley in that conveyance. While Fred R. Poor owned to the high-water mark, Harriet L. Hartley continued to own the land between Fred R. Poor at high water mark on the north and Penobscot Bay at low water mark. By the use of the very specific and clear language used in that deed of conveyance and subsequent conveyances it must be concluded that it was her intention to retain the intertidal land between land of Fred R. Poor and the bay.
6. As I traced the record title back to discern who owned the shore and the flats it became obvious that they belong to Jeffrey R. Mabee and Judith B. Grace under their deed from Heather O. Smith dated May 15, 1991 as recorded in Book 1221, Page 347 of the Waldo County Registry of Deeds. That deed describes their land as bounded, "northerly by land of Fred R. Poor", which line of Fred Poor started at the Atlantic Highway, A/K/A/ U.S. Route 1, and extended easterly over the upland and continued easterly along the high water mark to land deeded to Cassida in 1946 by Harriet L. Hartley (Book 438, Page

¹ *Proctor v. Hinkley*, 462 A.2d 465 (Me. 1983); *Hodgdon v. Campbell*, 411 A.2d 667 (Me. 1980); *Sinford v. Watts*, 123 Me. 230, 122 A. 573 (1923); *McLellan v. McFadden*, 114 Me. 242 (1915); *Dunton v. Parker*, 97 Me. 461 (1903); *Proctor v. Railroad Co.*, 96 Me. 458 (1902); *Abbott v. Treat*, 78 Me. 121 (1886); *Montgomery v. Reed*, 69 Me. 510 (1879); *Littlefield v. Littlefield*, 28 Me. 180 (1848); *Hodge v. Boothby*, 48 Me. 68 (1861 Me.). In *Lapish v. Bangor Bank*, 8 Me. 85 (1831), the court adopted the following definition:

The sea shore must be understood to be the margin of the sea, in its usual and ordinary state. Thus when the tide is out, low water mark is the margin of the sea, and when the sea is full, the margin is high water mark. The sea shore is, therefore, all the ground between ordinary high-water mark and low water mark.

Id. at 89-90. See also, *Storer v. Freeman*, 6 Mass. 435, 4 Am.Dec. 155 (1810).

² *Bell v. Town Of Wells*, 557 A.2d 168, 57 U.S.L.W. 2590 (Me. 1989). For the definition of beach see *Littlefield v. Littlefield*, 28 Me. 180 (1848) See also, Me. Rev. St. Ann. tit., 12, § 572.

497), and was bounded, "Easterly by Penobscot Bay", which description necessarily includes the shore and the flats in front of the Eckrote property and northeasterly to the extent of the Fred R. Poor tract. That deed to Mabee and Grace excluded the land conveyed to Theye which also terminates at the high-water mark. The wording in the deed to Larry D. Theye and Betty Becker-Theye dated June 29, 1992 as recorded in Book 1303, Page 184 states that their boundary runs from an iron pin 39 feet more or less, "to the high water mark of Penobscot Bay; thence turning and running northeasterly along said high water mark three hundred thirty three (333) feet, more or less, to an iron pipe". Again, that wording in the Theye deed, carried forward from the creation of the lot in 1964 (Book 621, Page 288), left the land between the high-water mark and the low water mark in the ownership of the Mabee and Grace predecessors in title.

7. The deed to Mabee and Grace also states that the premises were conveyed, "Together with our right, title and interest in and to that portion of the premises which lies between high and low water mark commonly designated as the flats". The Mabee and Grace tract is the residual property of Harriet L. Hartley less the land of Theye. Harriet L. Hartley clearly owned the shore and flats between the properties of Fred R. Poor (which includes the land now of Eckrote (Tax Map 29, lot 36), Morgan (Tax Map 29, lot 35) and land now of Theye (Tax Map 29, lot 37)) and Penobscot Bay. That land was included in the description of the deed to Mabee and Grace.
8. It should be noted that while the deed to Phyllis J. Poor (Book. 1228, Page 346) calls for the boundary at the shore to run "Easterly and Northeasterly along high-water mark of Penobscot Bay...", the description in the deed from the Estate of Phyllis J. Poor to Richard and Janet Eckrote, dated October 15, 2012 and recorded in Book 3697, Page 5 of the Waldo County Registry of Deeds, has been altered to read, "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..." which would suggest that the estate was conveying the shore and flats adjoining the Eckrote property. That portion of the written description is clearly erroneous. The description includes the statement that, "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.". This survey was not recorded but a survey bearing that name and date was produced in a filing submitted by Nordic Aquafarms to the Maine Bureau of Parks and Lands on May 16, 2019. The copy of the survey I have reviewed bearing that title and details clearly labels the boundary of the Phyllis J. Poor lot (now lot of Janet and Richard Eckrote) as running 425 feet more or less along the high water line. There is therefore a discrepancy between the

plan (“along high water”) and the written description (“along said Bay”). The subsequent re-description in the deed to Ekrote altered the boundary description such that it was inconsistent with the previous deeds back to 1946 and the subsequent 8-31-2012 survey by Good Deeds, incorporated by reference into the 10-15-2012 deed. The correct monument, the high water mark, was erroneously replaced by a call for the bay, which if implemented would extend and unfairly expand the grant to the low water mark³.

9. It is a longstanding and well established rule of deed construction that when a deed refers to a survey plan in the descriptive language that plan is incorporated into the deed, becomes a material and essential part of the deed, and is subject to no other explanations by extraneous evidence than if all the particulars of the plan had been actually inserted in the body of the grant or deed and furthermore the parties are chargeable with full notice of the contents of the plan whether the plan is recorded or not⁴. When a survey and plan is made and a deed description is prepared based on the survey and plan, the lines and corners made and fixed by that survey are to be respected as determining the extent and bounds of the tract and if the written description disagrees with the survey and plan the erroneous description will not stand over and against the survey and plan⁵.

³ *Ilsey v. Kelley*, 113 Me. 497, 505 (1915) (If the owner of a parcel of land, through inadvertence or ignorance of the dividing line, includes a part of an adjoining tract within his enclosure, this does not operate a disseizin. ... To allow the defendant's claim to include a part of lot 15 as in a deed of a part of lot 14, would, as held in *Robinson v. Miller*, 37 Maine 312, "be to contradict or vary the plain and unambiguous stipulations of his deed, and to enlarge his grant in a manner unauthorized by law." (See *Brown v. Gay*, 3 Maine, 128).

⁴ *Kinney v. Central Maine Power Co.*, 403 A.2d 346, 351 (Me. 1979); *Perkins v. Jacobs*, 124 Me. 347, 349 (1925); *Bradstreet v. Winter*, 119 Me. 30, 38 (1920); *McElwee v. Mahlman*, 117 Me. 402, 406 (1918); *Danforth v. Bangor*, 85 Me. 423, 428 (1893); *Chesley v. Holmes*, 40 Me. 536, 546 (1855); *Palmer v. Dougherty*, 33 Me. 502, 506 (1851) (“Where land is conveyed according to a plan taken, the courses, distances and lines there delineated, are regarded, in legal construction, as the description, by which the limits of the grant are to be ascertained. *Proprietors of Kennebec Purchase v. Tiffany*, 1 Maine, 219; *Thomas v. Patten*, 13 Maine, 329; *Davis v. Rainsford*, 17 Mass. 207.”); *Lincoln v. Wilder*, 29 Me. 169, 179 (1848); *Eaton v. Knapp*, 29 Me. 120, 122 (1848); *Proprietors of Kennebec Purchase v. Tiffany*, 1 Me. 219, 223 (1821).

⁵ This principle is more fully explained in, “**Principles and Procedures for the Location of Boundaries in Maine**”, Maine State Bar Association Practice Series 102 - Number 1, August 2006 by Donald R. Richards and Knud E. Hermansen, Pages 145 - 149. See also, *Chandler v. Green*, 69 Me. 350, 352 (1879) (“If a deed contains an admixture of correct and erroneous calls, and evidence can show which is false and true, then: ...by well established principles of law, the false is to be discarded, and the true adopted. *Jones v. Buck*, 54 Maine 301; approved and explained in *Jones v. McNarrin*, 68 Maine, 334.”); *Palmer v. Dougherty*, 33 Me. 502, 506 (1851) (“Where land is conveyed according to a plan taken, the courses, distances and lines there delineated, are regarded, in legal construction, as the description, by which the limits of the grant are to be ascertained. *Proprietors of Kennebec Purchase v. Tiffany*, 1 Maine, 219; *Thomas v. Patten*, 13 Maine 329; *Davis v. Rainsford*, 17 Mass. 207.”); *Lincoln v. Wilder*, 29 Me. 169, 182 (1848) (“... we are inclined to the determination, that the plan is the more certain and prominent part of the description.”); *Bussey v. Grant* 20 Me. 281, 286 (1841) (“...like other grants, exceptions or reservations, which depend on a plan, the actual survey and location on the face of the earth are to determine their boundary and extent. This has become an established principle in regard to grants and conveyances depending on a plan, which cannot be departed from without unsettling the bounds of lands in a great part of the State.”); *Heaton v. Hodges*, 14 Me. 66, 69-70 (1836) (“We have understood the rule applied in such cases has been, that the survey actually made, if it can be ascertained, is to govern the location.”) *Pike v. Dyke*, 2 Me. 197, 199 (1823).

10. The court has made it clear that in matters of real estate you cannot convey that which you do not own⁶ and that a mistake does not create a right⁷. The deed to Eckrote at best creates a color of title⁸ which in reality is only a semblance of a title based on the defective description. That erroneous change in the written description did not increase the land area that Phyllis J. Poor could rightfully convey to the Eckrotes. Her estate could not convey land owned by Jeffrey R. Mabee and Judith B. Grace. Furthermore, the court has held that the simple recording of the deed would not diminish the ownership of Mabee and Grace who had no actual notice of the error⁹.
11. It should be noted that the surveys presented by Good Deeds on August 31, 2012 and more recently on April 2, 2018 (produced by Nordic Aquafarms in a filing dated June 10, 2019 submitted to the Maine DEP) and the letter by James Dorsky (dated May 16, 2019 and submitted to DEP on June 10, 2019) support my position or raise serious doubts about the Eckrotes' rights in the shore and flats. As noted in paragraph 8 above, the "Boundary Survey of the Property of Phyllis J. Poor Estate" dated August 31, 2012 by Good Deeds indicates that the Eckrotes boundary runs 425 feet more or less along the high water line. The later Good Deeds survey by Clark Staples, dated April 2, 2018, has a note which raises the question of the altered description and, "the ability of the Estate of Phyllis J. Poor to grant an easement below the high water mark". The Letter of Mr. Dorsky to Mr. Erik Heim dated May 16, 2019 states in the last sentence of the first page that the conveyance to Cassida, "created a boundary line across the flats between the flats northerly of this line that were conveyed to Cassida (now Helmers at Tax Map 29, lot 34) and the flats southerly of this line that Hartley would have still owned in front of Poor (now Ekrote (Tax Map 29, lot 36) and Morgan (Tax Map 29, lot 35)) and southerly to Little River".

⁶ *Calthorpe v. Abrahamson*, 441 A.2d 284, 287 (Me. 1982) ("A grantor can convey effectively by deed only that real property which he owns. See *May v. Labbe*, 114 Me. 374, 96 A. 502 (1916); 6 U. Thompson, Commentaries on the Modern Law of Real Property § 2935 (1962)."); *Dorman v. Bates Mfg. Co.*, 82 Me. 438, 448 (1890) ("One cannot convey what he does not own. One cannot convey land, nor create an easement in it unless he owns it. An attempt to do so may render him liable on the covenants in his deed; but neither the land nor the easement will pass."); *Eaton v. Town of Wells*, 2000 ME 176 ("a person can convey only what is conveyed into them.") See *May v. Labbe*, 114 Me. 374, 380 (1916) ("However much they may have intended to convey, they conveyed no more than the deeds properly construed conveyed.")

⁷ *Otis v. Moulton*, 20 Me. 205 (1841).


⁸ *Wallingford Fruit House v. MacPherson*, 386 A.2d 332 (Me. 1978) ("Color of title" has been defined to be that which in appearance is title, but which in reality is no title. *Wright v. Mattison*, 59 U.S. 50, 56, 15 L. Ed. 280 (1855).").

⁹ *Roberts v. Richards*, 84 Me. 1, 6 (1891) ("While such a deed recorded is evidence of the extent of the grantee's claim, the registration is constructive notice only to those who would claim under the same grantor. *Tilton v. Hunter*, 24 Maine 29; *Spofford v. Weston*, 29 Maine 145; *Roberts v. Bourne*, 23 Maine, 165, 169; *Veazie v. Parker*, 23 Maine 170; *Little v. Megquier*, 2 Maine, 178. *Said Wilde, J.*: "To hold the proprietors of land to take notice of the records of deeds to determine whether some stranger has without right made conveyance of their land, would be a most dangerous doctrine and cannot be sustained with any color of reason or authority." *Bates v. Norcross*, 14 Pick. 224.).

12. The same deed cited above to Fred R. Poor from Harriet Hartley (Book 452, Page 205) contains the following wording: "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 and that no business for profit is to be conducted there unless agreed to by Harriet L. Hartley, her heirs or assigns". That clause was undoubtedly inserted in the deed to protect the remaining land of Hartley, now owned by the Theyes and Mabee and Grace. It is my understanding that a restriction, easement or encumbrance rooted in language specifying the inclusion of heirs and assigns runs with the land¹⁰ even if not reiterated in the subsequent deeds and in this instance Larry Theye and Betty Becker-Theye and Jeffrey Mabee and Judith Grace are assigns under the deeds of Harriet Hartley.

DATED: July 12, 2019


Donald R. Richards, P.L.S.



STATE OF MAINE, Knox County, ss.

July 12th, 2019

Then personally appeared the above-named, Donald Richards, who swore that the foregoing statements by him are true, based upon his personal knowledge, information and belief, and based upon information and belief, he believes such information to be true.

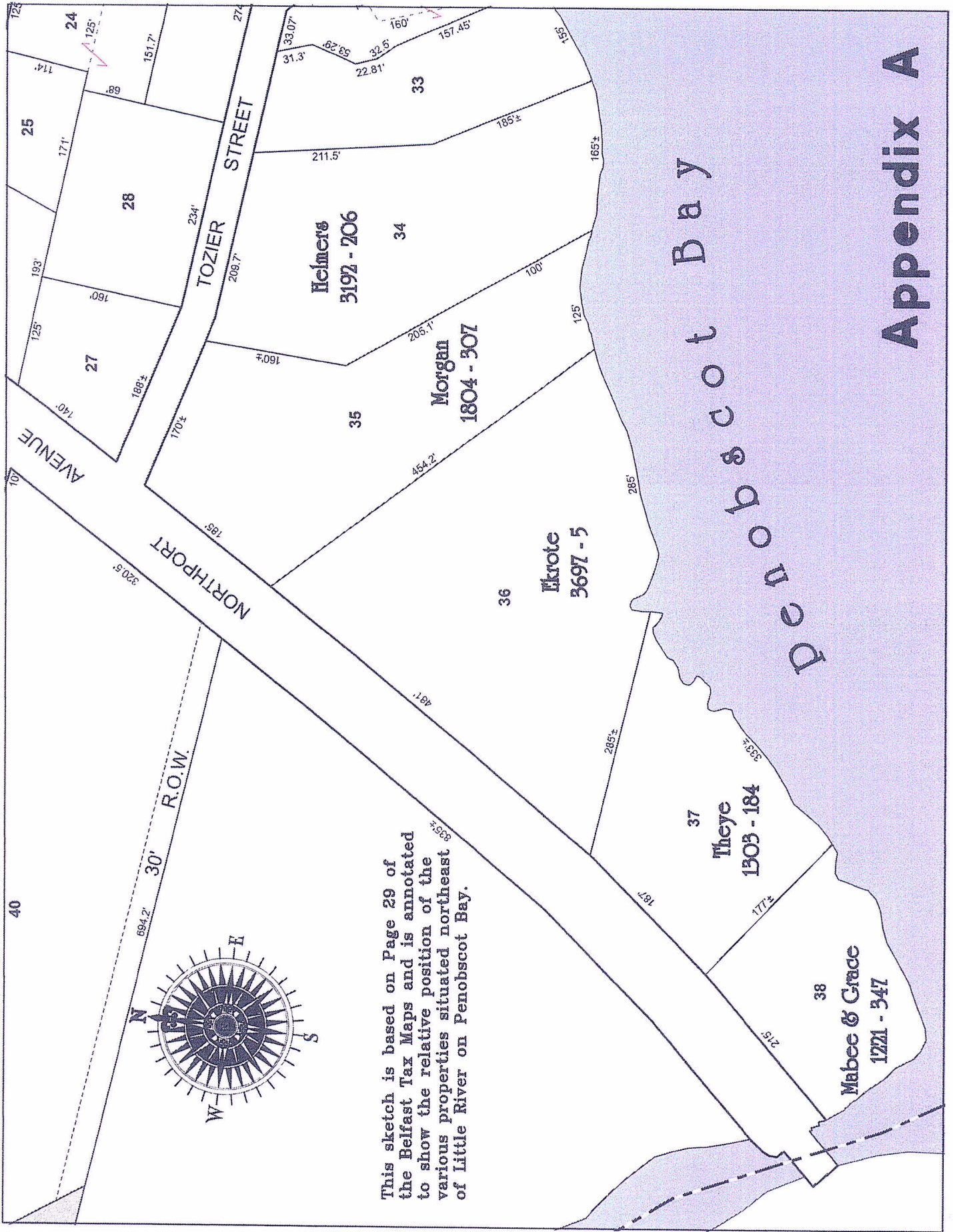
Before me,


Notary Public/Attorney at Law

Printed Name: DANA STROUT

¹⁰ Appurtenant easements, created to benefit land, run with the land even though not specifically cited in subsequent deeds. The easement attaches to the land and belongs to the property. (*Cole v. Bradbury*, 86 Me. 380 (1894); *Dority v. Dunning*, 76 Me. 381 (1886)) This principle has been codified in Me. Rev. St. Ann. Title 33 § 773 which states:

In a conveyance of real estate all rights, easements, privileges and appurtenances belonging to the granted estate shall be included in the conveyance, unless the contrary shall be stated in the deed.

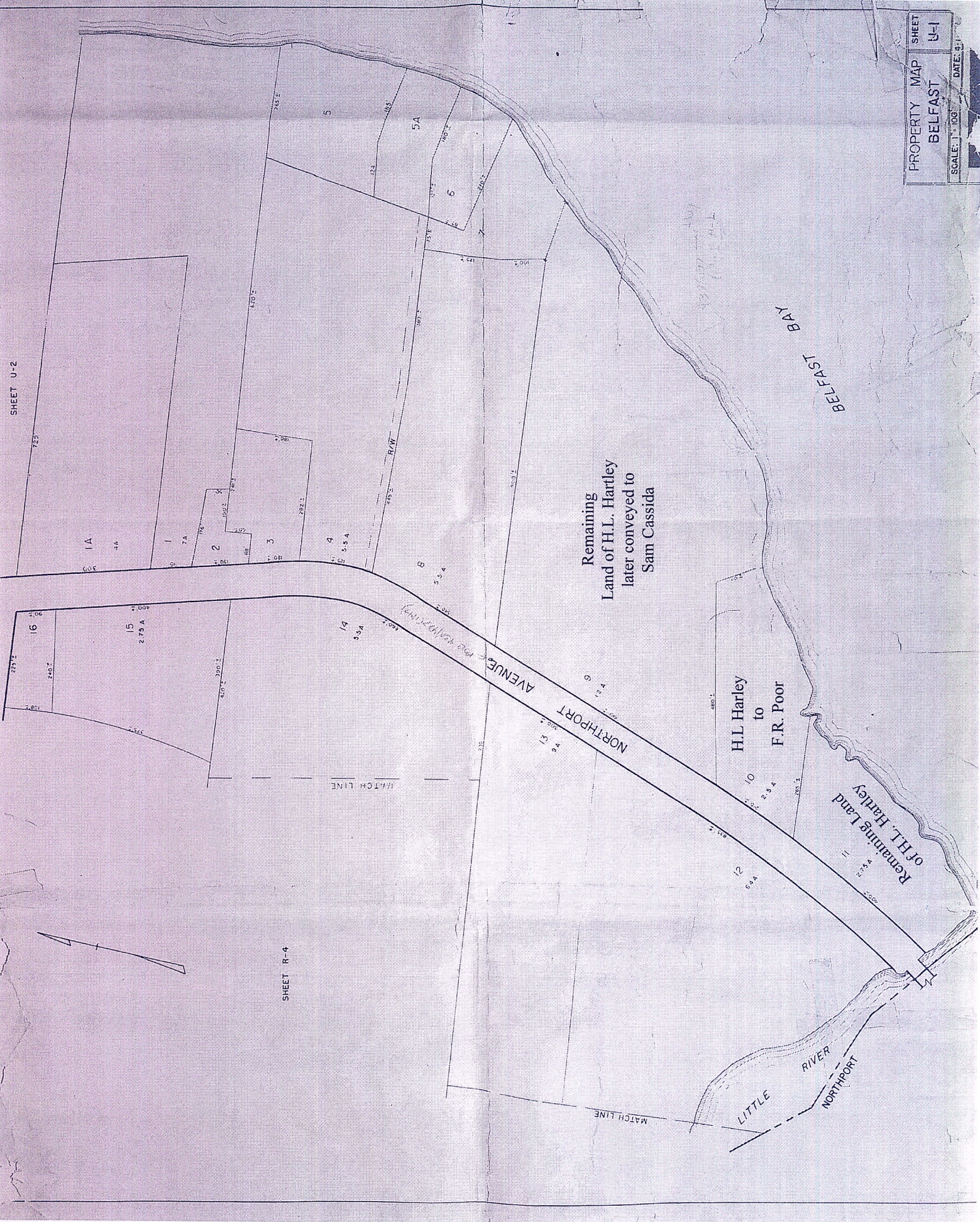


This sketch is based on Page 29 of the Belfast Tax Maps and is annotated to show the relative position of the various properties situated northeast of Little River on Penobscot Bay.

Appendix A

SHEET U-2

PROPERTY MAP SHEET
BELFAST U-1
SCALE: 1" = 100' DATE: 8-11-78



Remaining Land of H.L. Hartley later conveyed to Sam Cassida

H.L. Hartley to F.R. Poor

Remaining Land of H.L. Hartley

SHEET R-4

MATCH LINE

MATCH LINE

LITTLE RIVER NORTHPORT

BELFAST BAY

NORTHPORT AVENUE

1A

1B

2

3

4

5

5A

6

8

9

10

11

12

13

14

15

16

1A

1B

2

3

4

5

5A

6

8

9

10

11

12

13

14

15

16

1A

1B

2

3

4

5

5A

6

8

9

10

11

12

13

14

15

16

1A

1B

2

3

4

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5A

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