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State of Maine
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United States Supreme Court
U.S. Circuit Court First Circuit
U.S. District Court Northern District of Florida
U.S. District Court Middle District of Florida
U.S. District Court District of Maine

June 25, 2019

Stephen Ryan, Chair
Richard (Declan) O'Connor, Member
Geoffrey Gilchrest, Member
Wayne Corey, Member
Belfast Planning Board
City Hall, Council Chambers
131 Church Street
Belfast, Maine 04915

David Bond, Member
Stephen Ryan, Alternate Member
Hubert Townsend, Alternate Members
Kimberly "Daisy" Beal, Alternate Members

RE: Nordic Aquafarms, Inc. – Lack of Title, Right or Interest

Dear Chairman Ryan and Members of the Belfast Planning Board,

In anticipation of the Planning Board's June 26, 2019 Meeting, at which the above-referenced project's permit applications will begin, I am filing this letter, a Notice from Jeffrey R. Mabee and Judith B. Grace, and supporting materials relating to Nordic Aquafarms, Inc.'s lack of title, right or interest in all land required to construct their proposed land-based salmon farm, as currently proposed. This letter and all supporting deeds, surveys, expert opinions and other materials, are jointly submitted on behalf of Jeffrey R. Mabee and Judith B. Grace, Upstream Watch, and the Maine Lobstering Union.

All of the information submitted supports one conclusion: Nordic Aquafarms, Inc. ("NAF") cannot demonstrate title, right or interest ("TRI") in all property it proposes to develop or use in the City of Belfast. The defects in NAF's TRI are numerous, well-documented, fatal and incurable.

NAF bases its claims of title, right or interest to construct the three pipelines -- that are essential accessory structures for NAF's proposed facility -- on an option to acquire an easement from Janet and Richard Eckrote, owners of the lot located a Tax Map 29, Lot 36. (A copy of a portion of Tax Map 29, with the names of the property owners in the area of the proposed pipelines, is attached to the email transmitting this letter and incorporated herein.).

NAF has been on notice that the Eckrotes do not own the intertidal land on which their lot fronts, and that the Eckrotes could not obtain that title from the Estate of Phyllis J. Poor (Janet Eckrote's mother), since at least April 2, 2018. That is the date when the survey NAF commissioned by Good Deeds was submitted to NAF. That survey, attached to and incorporated in this letter, has a notation from the surveyor highlighting deed language that makes clear that neither the Eckrotes, nor their predecessors in interest have an ownership interest in the intertidal land on which their lot fronts. In his note, the Good Deeds' surveyor expressly questions the ability of the Eckrotes to grant an easement to land beyond their high water mark for this reason.

NAF has stated on their Facebook page that they “withheld” the multiple surveys conducted on this property, which include the August 31, 2012 survey incorporated by reference in the October 15, 2012 Poor-Eckrote deed and the April 2, 2018 survey commissioned by NAF, from the public because of what the surveys revealed about who did and did not own the shore property. However, these two Good Deeds surveys were finally submitted to the State by NAF, at the State’s request, on May 16 and June 10, 2019. Both surveys verify that the Eckrotes do not own the intertidal land on which their property fronts. Thus, the Eckrotes cannot grant NAF an easement to use this intertidal land, which actually belongs to Jeffrey Mabee and Judith Grace.

Despite NAF’s knowledge that they could not obtain actual title, right or interest in the intertidal land needed to site their pipelines from the Eckrotes, NAF has attempted to use a language change made by Attorney Lee Woodward, in the description of the waterside boundary of the Eckrotes’ lot, contained in the deed dated October 15, 2012, to claim that NAF had “color of title” that was “sufficient” to demonstrate TRI. The October 15, 2012 deed was granted by the personal representatives of the Estate of Phyllis J. Poor (R. Kenneth Lindell and Barbara Gray)¹ to Richard and Janet Eckrote. However, even the October 15, 2012 deed, as clarified by the August 31, 2012 Good Deeds survey, confirms that the Eckrotes’ waterside boundary is “along high water” and excludes any ownership by the Eckrotes in the adjacent intertidal land.

NAF’s proposed project is dependent upon placing three large pipelines — two 30” intake pipes and one 36” outfall (discharge) pipe — into Penobscot Bay. These accessory structures are essential to operation of this project. To date, NAF has proposed three routes for its pipelines to State regulators. The first two routes were rejected by the State or abandoned by NAF for lack of title, right or interest in all land on which NAF proposed to site its pipelines. The third route is still being assessed by the Bureau of Parks and Lands and has been challenged for lack of TRI. However, as revealed by the evidence submitted with this submission, NAF lacks the required TRI for their third proposed route too.

The one common denominator for all of the proposed pipeline(s) routes is that they all originate from a lot owned by Janet and Richard Eckrote, located at Belfast Tax Map 29, Lot 36. However, neither Richard and Janet Eckrote, nor their predecessors in interest back to 1946, have any ownership interest in the intertidal land on which their lot fronts. As a consequence, the Eckrotes have no right or ability to grant NAF an easement to place their pipelines on, over, or under the intertidal land on which the Eckrotes’ lot fronts.

As discussed in more detail below, this intertidal land is owned by Jeffrey R. Mabee and Judith B. Grace in fee simple. The assertion of fee simple ownership in this intertidal land by Jeffrey Mabee and Judith Grace was established by a final judgment of quiet title, entered on June 26, 1970, by the Waldo County Superior Court.(Justice Silsby), in *Ferris v. Hargrave*, Docket No. 11,275. Notice of this quiet title judgment is recorded in the Waldo County Registry of Deeds at Book 683, Page 283. (a copy of that judgment and the complete case file from the Maine Stte

¹ 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.
<https://bangordailynews.com/2019/04/23/news/midcoast/ex-lawmaker-gets-10-years-for-stealing-more-than-3-million-from-widows/>

Archives is attached to the transmitting email.). In addition, Mr. Mabee and Ms. Grace have placed a Conservation Easement on their intertidal land, including the intertidal land on which NAF proposes to place its pipelines. This Conservation Easement is intended to protect the Mabee-Grace intertidal land, in perpetuity, in its natural condition and expressly prohibits any structures, dredging, or other violation of this fragile estuary land. Upstream Watch is named as the Holder of this Conservation Easement. (attached to the transmitting email and recorded in the Waldo County Registry of Deeds, at Book 4367, Page 273).

REASONS THAT NAF LACKS THE REQUIRED TRI

- (i) Janet and Richard Eckrote, the owners of the residential upland lot across and under which NAF proposes to place its three industrial accessory pipelines (Tax Map 29, Lot 36) do not, and never did, own the intertidal land on which their lot fronts and therefore cannot, and never could, grant NAF an Easement to place its pipelines on, over or under this intertidal land.
- (ii) The Eckrotes' upland lot is encumbered by a covenant that states this lot or parcel "is to be used for *residential purposes only*" and "*no business for profit* is to be conducted there unless agreed to by Harriet L. Hartley, her heirs or assigns." (emphasis supplied). This covenant was imposed by a deed executed in 1946 between Harriet L. Hartley and Fred R. Poor (a predecessor in interest to the Eckrotes and Janet Eckrote's grandfather). See, Waldo County Registry of Deeds at Vol. 452, Page 205, attached in the Eckrote chain of title attached to the transmitting email. This covenant runs with the land *in perpetuity*. As a result, the Eckrotes cannot, and never could, grant NAF an Easement to place its industrial accessory structure pipelines – which are essential accessory structures to their for-profit business -- on, over or under any portion of the Eckrotes' upland lot without prior approval from Harriet Hartley's heirs and/or assigns, which approval has not been sought or granted. Indeed, Jeffrey Mabee and Judith Grace have given written notice to the Eckrotes that they do not consent to this violation of the 1946 "residential use only" Hartley covenant.
- (iii) The true owners of the intertidal land on which the Eckrotes' upland lot fronts, are Jeffrey R. Mabee and Judith B. Grace. Their property rights in fee simple, were established by the *Ferris v. Hargrave* quiet title action. The judgment in that case extinguished the rights of any other claimants to claim title, right, interest or estate in this land and expressly barred all future claims, including those of heirs of Genevieve Hargrave (who include all heirs and relative of her sister Harriet L. Hartley).
- (iv) Judith Grace and Jeffrey Mabee do not consent to the placement of NAF's industrial pipelines on any portion of their intertidal land. To ensure the protection and preservation of their intertidal land, Jeffrey R. Mabee and Judith B. Grace 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.

The Eckrote Easement Does Not Authorize Any Use Beyond the Eckrotes' High Water

Mark: The Eckrotes have given NAF an unrecorded option to purchase an easement for a 25-foot wide strip of land on the southside of their lot. This Easement option, if exercised, would purportedly grant NAF the right to bury its three industrial pipelines — accessory structures for its for-profit, land-based salmon farm — on and under the Eckrotes' upland lot. However, *by its own terms, this Easement does not grant NAF any right to use the intertidal land on which the Eckrotes' lot fronts.*

Rather, Exhibit A of the Eckrote Easement shows the boundaries of the Easement granted and the waterside boundary, as shown on Exhibit A, terminates at the high water mark of the Eckrote lot. This Easement must terminate at the high water mark of the Eckrotes' lot, because the Eckrotes do not own the intertidal land on which their lot fronts. (A copy of Exhibit A to the Eckrote Easement is attached below as "Exhibit A" and is included as an attachment to the TRI response from NAF to the Belfast Planning Board ("BPB"). See May 17, 2019 letter to Brian Kavanaugh, page 16 of 59). However, NAF cannot claim TRI in the intertidal land on which the Eckrotes' lot fronts based on this Easement Agreement.

Because of this obvious defect in the Easement Agreement, the Bureau of Parks and Lands required NAF to submit additional proof of TRI in the intertidal land they proposed to use by April 18 2019. In late March, 2019, NAF attempted to demonstrate to the Bureau of Parks and Lands that the Eckrote Easement was not intended to terminate at the high water mark. NAF submitted a letter from Erik Heim to the Eckrotes, dated March 3, 2019, that was characterized as an amendment to the Eckrote Easement. The second page of the letter is signed by the Eckrotes on February 28, 2019, acknowledging that they agree to the contents of a letter of an unspecified date, from Ed Cotter of NAF — but no letter from Ed Cotter to the Eckrotes was ever submitted to the State. The two versions of this strange letter are attached as pages 17-22 of 59 to the Brian Kavanaugh letter submitted to the BPB. Below, the two versions of this same letter, as submitted to DACF are attached, with the email thread from NAF's Counsel and Attorney Lee Woodward.

The curious "amendment" letter states in relevant part that:

"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."

However, since the Eckrotes have *no* ownership interest in the intertidal land on which their lot fronts, the only rights that they can convey to NAF is the right all Mainers have in this land — to fish, fowl and navigate. The Eckrotes have no rights to build and site pipes in this intertidal land, so Nordic Aquafarms has no such rights to do so through this March 3 letter. This is simply another deceptively crafted document that creates the illusion of TRI without any actual TRI existing.

Such artifices have been used to keep NAF in the permitting process, in the absence of the administrative standing to obtain the permits that they are requesting. Such machinations have slandered the Mabee-Grace title and continue to damage the value and marketability of their property. It is imperative that the BPB put a stop to such destructive behavior that is needlessly costing significant private and taxpayer resources — reviewing voluminous permit applications submitted by an applicant improperly invoking the jurisdiction of local State and federal agencies.

The Eckrote Chain of Title: Every deed in the Eckrotes' chain of title, *including the October 15, 2012 deed*, confirms that the Eckrotes do not have any ownership interest in the intertidal land on which their lot fronts. (Copies of all of the deeds in the Eckrote chain of title are attached below.). These deeds reveal that neither the Eckrotes, nor their predecessors in interest back to 1946, have any ownership right in the intertidal land on which their lot fronts.

- 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);
- 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);
- 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); and
- The October 15, 2012 deed from the Estate of Phyllis J. Poor to Richard and Janet Eckrote states that the deed's description is based on the August 31, 2012 survey done by Good Deeds. That survey was not recorded. However, on May 16, 2019, NAF finally filed this survey with the DACF's Bureau of Parks and Lands. The 8-31-2012 Good Deeds survey states that the waterside boundary of the Eckrotes' lot is “**along high water**” (i.e. granting no ownership in the intertidal land) (This survey is attached at end of this email).

In filing its permit applications with the Belfast Planning Board, NAF attached this survey as page 59 of 59 in the materials attached to the May 17, 2019 Letter to Brian Kavanaugh. We have included that survey at the bottom of the transmitting email.

In the State permitting process, NAF has asserted that it has demonstrated “sufficient TRI” to proceed in the permitting process. However, the standard under the Belfast Ordinance is simply “title and right.” In the State process, NAF has attempted to rely on the erroneous words that Lee Woodward, Esquire, included in the legal description of this lot in the October 15, 2012 deed, issued by the Personal Representative of the Phyllis J. Poor Estate, R. Kenneth Lindell to Janet and Richard Eckrote to create a claim of “color of title” in the intertidal land on which the Eckrotes' lot fronts.

Specifically, Mr. Woodward changed the description of the waterside boundary from “along high water mark of Penobscot Bay” (the description in all prior deeds) to “**along said Bay**.” The latter phrase contains words of “inclusion” that Maine case law interprets to convey ownership down to the low water mark.

However, Mr. Woodward's erroneous use of these words in the legal description does not create an ownership interest in the Eckrotes to these intertidal lands and does not create actual title or right in the intertidal lands on, over and under which NAF seeks to place its pipelines. These intertidal lands are owned in fee simple, in deeded rights, by Jeffrey Mabee and Judith Grace. And a prior 1970 quiet title judgment bars the Eckrotes from now claiming any title, right, interest or estate in the land covered by that quiet title judgment, including all of the intertidal land on which their lot fronts.

First, Mr. Woodward's scrivener's error cannot take ownership in this property from the true owners, because a person cannot convey that which they do not own. Thus, the Estate of Phyllis Poor could not, and did not, convey land that Phyllis Poor (and her predecessors in interest back to 1946) never owned by simply including the wrong words in the legal description. *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.).

Second, an incorporated survey in a deed is controlling in determining a legal description. *Kinney v. Central Maine Power Co.*, 403 A.2d 346, 351 (Me. 1979) (The theory behind the Liebler-Ilsey rule holds that when a grantee takes under a deed which specifically refers to a certain survey or plan, he is chargeable with notice of what the plan or survey contains); *Bradstreet v. Winter*, 119 Me. 30, 38 (1920, citing, *The Proprietors of the Kennebec Purchase v. Tiffany*, 1 Maine 219 and *McElwee v. Mahlman*, 117 Maine 406 (When a grant or deed conveyance of land contains as 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); *Danforth v. Bangor*, 85 Me. 423, 428 (1893) (Where the plan is referred to in a deed our doctrine is, that as to the boundaries of the land and what there is upon the plan affecting the location of the premises conveyed, it is sufficient to prove the plan and its contents); *Eaton v. Knapp*, 29 Me. 120, 122 (1848) (The plan is referred to in the description and makes a necessary part of the description, and cannot be disregarded).

Here, the August 31, 2012 survey establishes the waterside boundary of the Eckrote property as "along high water." In fact, here, the 10-15-2012 Deed says that the legal description is based on the 8-31-2012 survey and two of the prior deeds in the Eckrote chain of title. Thus, any confusion caused by Lee Woodward's inexplicable alteration of the waterside boundary description to be "along said Bay," rather than "along high water" or "along high-water mark of Penobscot Bay" (as all prior deeds stated), is contradicted and nullified by the incorporated-survey's determination that the boundary is "along high water."

Neither Upstream-IMLU, Mabee-Grace, the public nor State agencies had access to the August 31, 2012 survey until May 16, 2019. Neither the Estate of Phyllis J. Poor nor the Eckrotes had recorded this 2012 survey and NAF, who had apparently obtained a copy of the survey from Lee Woodward, Esq., refused to release this survey or any of the subsequent surveys they had had performed in 2018. But on May 16, 2019, NAF's counsel filed the August 31, 2012 Good Deeds survey with DACF's Bureau of Parks and Lands in response to Upstream-IMLU's challenge to TRI and direction from DACF.

Without having access to the August 31, 2012 survey, Donald R. Richards, P.L.S., L.F. prepared his Second Opinion letter in which he concluded that, *if the survey had also made the false determination that the waterside boundary of the Eckrotes' lot was to low water*, Mr.

Woodward’s “clearly erroneous” description “creates a color of title which in reality is only a semblance of a title based on a defective description.”

In his second opinion letter, prepared before we were provided access to the 8-31-2012 Good Deeds survey, Mr. Richards states in relevant part as follows:

. . . This [language added by Lee Woodward to the legal description in the 10-15-2012 deed] 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 [Lee Woodward, Esq.] of the description was careless or uninformed by the Estate of Phyllis J. Poor did not own the shore and the 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. [footnoted cases omitted.] The deed to Eckrote creates a color of title [footnoted cases omitted] 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 error [footnoted cases omitted].

(Don Richards’ Second and Third opinions are attached below).

However, once NAF filed the 8-31-2012 Good Deeds survey on May 16, 2019, proving that the survey *correctly* confirmed the Eckrotes’ waterside boundary is “along high water” — as stated in all of the prior deeds and as required by all deeds back to 1946 — NAF lost the ability to assert that it had even a “colorable” claim of title in the intertidal land on which the Eckrote lot fronts.

Similarly, the April 2, 2018 Good Deeds Survey that NAF produced for the first time on June 10, 2019, also placed NAF on notice that the Eckrotes did not and could not have an ownership interest in the intertidal land on which their lot fronts. On that document there is an express statement from the surveyor that the October 15, 2012 deed contains a significant error in the legal description. As a consequence of this error in the description, the surveyor questions the “ability of the Estate of Phyllis J. Poor to grant an easement below the high water mark.” Specifically, the 3-2-2018 survey notation states in all caps:

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.

As noted above, the unrecorded Easement option, also drafted by Mr. Woodward, identifies the boundaries of the Eckrote Easement terminating at the high-water mark of the Eckrotes' lot. This Easement, *on its face*, does **not** grant any rights to NAF to use the intertidal land on which this lot fronts, and does not assert any ownership of the Eckrotes in the intertidal land. (attached to the transmitting email). Similarly, the curious March 3, 2019 letters do not assert any ownership interest in the intertidal by the Eckrotes.

NAF's counsel and Mr. Woodward (who drafted the March 3 letter according to the email thread sent to DACF and attached to the Brian Kavanaugh letter and the transmitting email) well know that the Eckrotes, like their predecessors in interest back to 1946, have no ownership rights in this intertidal land. The bizarre letters that NAF's counsel and Mr. Woodward drafted in March of 2019, and submitted to DACF-BPL to support a claim of TRI, did not change the boundaries of the Easement and, significantly, did not assert that the Eckrotes had or have any ownership interest in the intertidal land on which their lot fronts. All these letters did was reiterate that NAF has the same rights in the intertidal and to U.S. Route 1 that the Eckrotes have.

However, since the Eckrotes have no ownership rights in either U.S. Route 1 or the intertidal land on which their lot fronts, NAF has no such rights either. The Eckrotes' rights in the intertidal are limited to fishing, fowling and navigation – like all other Mainers. NAF has these same limited rights. Placing three industrial pipelines, even when those pipes are accessory structures to a fish factory, do not constitute fishing, fowling or navigation. Consequently, placement of these pipelines would not be allowed, by the Eckrotes or NAF, even prior to the imposition of a conservation easement by the true owners of the intertidal land (Jeffrey Mabee and Judith Grace).

Here, with the imposition of the Mabee-Grace Conservation Easement, naming Upstream Watch as the Holder of that Easement, this intertidal estuary land has an even greater level of protection, in perpetuity. See, Waldo County Registry of Deeds, at Book 4367, Page 273. (attached to the transmitting email).

1946 Hartley Covenant: Harriet Hartley included a covenant in the 1946 deed to Fred R. Poor – a covenant that was to run with the land and impose limits on the use of the parcel acquired by Fred R. Poor, in perpetuity. See, Waldo County Registry of Deeds, Vol 405, at Page 206; and Donald R. Richards' Second Opinion Letter, pp. 3-4. Specifically, the covenant states as follows:

The lot or parcel of land herein described is conveyed to Fred R. Poor with the understanding it is to be used for residential purposes only, that no business for profit is to be conducted there unless agreed to by Harriet L. Hartley, her heirs or assigns. . . .

See p. 206 of the Deed recorded in the Waldo County Registry of Deeds, Vol. 452, Page 205.

Harriet Hartley's wisdom of imposing, by covenant in the 1946 Deed, the conditions of her understanding with Fred R. Poor when she agreed to sell her land to him, is all the more clear today. While Harriet L. Hartley and Fred R. Poor had an understanding about how this parcel could be used, which was honored during Fred Poor's lifetime, only inclusion of a covenant that runs with the land, conferring benefits on the Grantor's heirs and assigns, can protect this land in perpetuity, as Harriet Hartley intended when she sold this parcel to Janet Eckrote's grandfather, Fred R. Poor.

Jeffrey Mabee and Judith Grace are assigns of Harriet L. Hartley, by virtue of the transfer of all of Harriet L. Hartley's interests in her property to Mabee-Grace's predecessors-in-interest and ultimately to them. As assigns, Jeffrey Mabee and Judith Grace have given notice to the Eckrotes that they do not agree with the proposed non-residential use of this lot by NAF, a for-profit business.

The Eckrotes cannot convey a right to NAF by Easement that the Eckrotes do not have. And, pursuant to the 1946 Hartley covenant the Eckrotes lack the right to place accessory structures for a for-profit business on the Eckrote lot over the objections of Harriet L. Hartley's assigns. Here, the Eckrotes and NAF lack title, right or interest to place NAF's pipelines on or under the Eckrotes's lot because of the 1946 Hartley covenant.

While Maine case law states that a zoning authority can grant a permit that violates the terms of a restrictive covenant – leaving the enforcement of the covenant to the courts through a covenant enforcement action – Maine law prevents any permit from being issued in the absence of the applicant's administrative standing by having title, right or interest to use and develop the land as requested. *Whiting v. Seavey*, 159 Me. 61; 188 A.2d 276; 1963 Me. LEXIS 12. Accordingly, the 1946 Hartley covenant denies the Eckrotes and NAF from having the title, right or interest to use the Eckrotes' upland property to conduct any portion of NAF's for-profit business. Because this applicant has no TRI, granting any permit to it would violate this Board's jurisdictional limits.

Ferris v. Hargrave Quiet Title Action: 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.

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).

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 11275, pp. 4-5.

On June 19, 1970, pursuant to 14 M.R.S.A. § 6656,² the Superior Court appointed a *Guardian Ad Litem*, Roger F. Blake, Esquire, of Belfast, Maine, to represent all of the defendants in this quiet 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). 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, 1970.³

² 14 M.R.S.A. §6656 provides a 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 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.

³ Both recorded documents from the Waldo County Registry of Deeds and the complete case file of the *Ferris v. Hargrave* case are attached to this filing for your use and convenience.

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.

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;[⁴] Southerly by Little River and Westerly by the Atlantic Highway, so called.

The description only excepted a single parcel of land that had been included in the original 1934 deed from Genevieve E. Hargrave to Arthur and Harriet L. Hartley as joint tenants. See, Waldo County Registry of Deeds, at Book 386, Page 453. 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. The current owners of this excepted parcel are Larry Theye and Betty Becker-Theye. See, Theye Chain of Title, Book 1303, Page 184. As note 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. 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.”

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). See, e.g. Second and Third Opinion Letters of Donald R. Richards, P.L.S., L.F. (previously submitted).

NAF’s Claims Relating to Releases From “Hartley Heirs”: To support its claims of TRI in the DEP proceedings, NAF submitted unrecorded and heavily redacted “release deeds” to the Department with its June 10, 2019 filing. While these “releases” have not yet been filed in the Belfast proceedings, we have no doubt that they will be. So we address the defects in these instruments here. (copies of the releases are attached to the transmitting email).

⁴ These are words of inclusion that include ownership of all of the intertidal land (flats), between the high and low water mark.

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 as heirs of “Harriet A. Hartley” (not Harriet L. Hartley) have in the intertidal land on which the Eckrotes’ lot fronts.

However, there is no Harriet A. Hartley appearing in the chain of title to any of the properties of interest in this matter. Thus, “heirs” of “Harriet A. Hartley” (who had no children) can therefore have nothing to convey that has any bearing on the NAF application. The “Release Deeds” recently filed by NAF are immaterial to the application and should not be included in the record, except perhaps, as evidence of what NAF submitted in its attempt to remedy its lack of TRI problem.

Assuming that the “release deeds” are a mis-drafted attempt to portray something conveyed by “Harriet L. Hartley,” NAF similarly accomplishes nothing. The only retained rights that Harriet L. Hartley’s heirs have under the controlling deeds is a right to enforce the “residential use only” covenant on the Eckrotes’ upland property, which requires the agreement of Harriet L. Hartley, her heirs or assigns to conduct any “for profit business” on this lot. (Waldo County Registry of Deeds at Book 452 at Page 206). Curiously, in obtaining the “releases,” NAF has failed to secure any agreement from the alleged Hartley heirs that would grant the Eckrotes a right to violate 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 the June 10, 2019 DEP filing conveys any such agreement.⁵

Rather, the releases claim to give whatever title, right and interest that these unidentified Hartley heirs have in the intertidal land. (Stating in relevant part: “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.

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:

⁵ 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.

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/>

. . . 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.”

Thus, the Hartley heirs acknowledge that they are basing any claims they have to land covered by the Hargrave deed that was the subject of this 1970 judgment. Yet the Hartley heirs are also Hargrave heirs – since Genevieve Hargrave was Harriet L. Hartley’s sister and these heirs are precisely the type of claimants, asserting claims through and under the Hargrave deed as “heirs” that the Ferris quiet title action was filed to, and did, extinguish. (See, e.g. 1900 U.S. Census Documents, attached to the transmitting email referencing the relationship between Harriet L. Hargrave Brierly Hartley and Genevieve Hargrave) 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.

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, *infra*.

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 intertidal land was included in the land described in this quiet title action, and alleged heirs, the Eckrotes and NAF were 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.⁶

Whether NAF and its agents were unaware of this Final Judgment in the *Ferris* quiet title action or have withheld it in their submissions to the Planning Board 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 a release deed to NAF. It is telling that NAF submitted no case authority to the State to suggest to the contrary – as no such authority exists. It has never been the law in his 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, if the so-called release deeds are submitted in these proceedings they must be rejected, pursuant to the final judgment in *Ferris v. Hargrave, supra*.

CONCLUSION:

It is contrary to the public interest for the limited resources of the Belfast Planning Board and the City of Belfast 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 Mabee and Grace 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,

⁶ 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 . . .").

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, Upstream and the Maine Lobstering Union respectfully assert that the Belfast Planning Board lacks jurisdiction to conduct a substantive review of the above-referenced permit applications because the applicant 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 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, owns all of the land described by that suit, which includes all of the intertidal land at issue here, in fee simple. That judgment must be given effect and honored.

We request that the Planning Board conduct a hearing on the specific issue of NAF's TRI, prior to expending any further public resources on the substantive review of NAF's permit applications. These permit applications should not be accepted as complete, because NAF lacks the necessary Title, Right or Interest in all of the land proposed for use and development.

Respectfully submitted,



Kimberly J. Ervin Tucker
Counsel for Jeffrey Mabee and Judith Grace,
Upstream Watch and the Maine Lobstering Union
Maine Bar No. 6969
48 Harbour Pointe Drive
Lincolntonville, Maine 04849

JOINT NOTICE OF JEFFREY MABEE AND JUDITH GRACE

TO: Belfast Planning Board
Belfast Mayor and City Council
Belfast City Manager Joseph Slocum
Belfast City Attorney William Kelly

FROM: Jeffrey Mabee and Judith Grace

RE: Nordic Aquafarms Inc. Permit Applications

DATE: June 25, 2019

This Notice is jointly submitted by Jeffrey R. Mabee and Judith B. Grace. This Notice is intended to place all relevant officials and boards of the City of Belfast on notice that Nordic Aquafarms, Inc. (“NAF”) does not have the requisite title, right or interest (“TRI”) to seek or obtain any of the permits that they seek from the City of Belfast. The proposed placement of pipelines on, over or under U.S. Route 1, at Tax Map 29, Lot 36 (the Eckrote lot), and/or on, over or under the intertidal land on which the Eckrote lot fronts violates our deeded property rights, as described more fully below and in the letter from our counsel filed with this Notice.

First, neither Richard and Janet Eckrote, nor their predecessors in interest back to 1946, have any ownership in the intertidal land on which their lot (Tax Map 29, Lot 36) fronts. All deeds in the Eckrote chain of title, including the October 15, 2012 deed, as modified by the August 31, 2012 survey incorporated by reference into that Deed, establish that the waterside boundary of the Eckrotes’ lot is “along high water” or “along high-water mark of Penobscot Bay.” See, the Eckrote chain of title and the 8-31-2019 survey attached to the transmitting email and incorporated herein), Accordingly, the Eckrotes have no ownership interest in the intertidal land on which their lot fronts to grant to NAF by an unrecorded Easement option or any other instrument. Simply, the Eckrotes cannot grant NAF an Easement to use the intertidal land on which their lot fronts, because one cannot convey what one does not own.

Second, NAF’s proposed use of Tax Map 29, Lot 36, from the centerline of U.S. Route 1 to the high water mark of Penobscot Bay, violates our rights as assigns under a 1946 covenant that was imposed on Tax Map 29, Lot 36 and a portion of Lot 37. The 1946 Hartley Covenant limits the use of the lot conveyed in 1946, including all of the current Eckrote lot, to “residential use only” and prohibits conducting any “for-profit business” on this lot without the agreement of the Grantor (Harriet L. Hartley), her heirs or assigns. Waldo County Registry of Deeds, at Book 452, Page 206. As assigns of Harriet L. Hartley, through transfer of her land to our predecessors in interest and then to us, we have placed the Eckrotes on notice that we do not agree to the proposed non-residential use of their lot by NAF.

We are placing all officials of the City of Belfast on Notice that both the Eckrotes and NAF lack the title, right or interest to place NAF’s pipelines in, on, over or under the land burdened by the 1946 Hartley covenant. Any easement from the Eckrotes that authorizes a third party to conduct an activity in furtherance of a for-profit business and/or any non-residential use of their lot, over our express objections, is done in violation of the Eckrotes obligations under the 1946 Hartley covenant and our deeded rights as assigns of Harriet L. Hartley.

Third, the proposed use of the intertidal land on which Tax Map 29, Lot 36 fronts, from the high water mark to the low water mark of Penobscot Bay, violates our rights as the true owners in fee simple of all of

the intertidal land from the mouth of the Little River to the waterside boundary of Tax Map 29, Lots 37 and 38, including all intertidal land on which Tax Map 29, Lots 34, 35, 36, and 37 front.

We do not consent to the placement of NAF's pipelines on, over or under our intertidal land, which includes all intertidal land from the mouth of the Little River North to the Morgan-Helmets property boundary between the high and low water. Our assertion of ownership over this land is **not** a matter of mere speculation or subject to interpretation. Our ownership in fee simple of this property was established by a court judgment, entered by Justice Silsby on June 26, 1970, in a quiet title action brought in the Waldo County Superior Court by one of our predecessors-in-interest, Winston C. Ferris.

On or about April 10, 1970, Winston C. Ferris filed a quiet title action against Genevieve Hargrave in the Waldo County Superior Court, Docket No. 11,275. 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. A copy of those recorded instruments and the complete case file, obtained from the Maine State Archives, are attached to the transmitting email and incorporated herein.

The land covered by this judgment includes all of the land described in the August 27, 1934 deed, from Genevieve Hargrave to Arthur and Harriet L. Hartley, as tenants in common. Waldo County Registry of Deeds, at Book 386, Page 453. That land includes, in relevant part Belfast Tax Map 29, Lots 34, 36, 37 and 38 – which were all included in the original Hargrave-Hartley deed dated August 27, 1934. The only land excluded from the 1970 quiet title final judgment is the land now owned by Larry Theye and Betty Becker-Theye, Tax Map 29, Lot 35. The Theyes' lot does not include ownership of any intertidal land.

The parties covered by this judgment include:

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)

This 1970 *Ferris v. Hargrave* 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;^[1] Southerly by Little River and Westerly by the Atlantic Highway, so called. [*Id.* at Complaint and Final Judgment]

The description only excepted a single parcel of land that had been included in the original 1934 deed from Genevieve E. Hargrave to Arthur and Harriet L. Hartley as joint tenants. See, Waldo County Registry of Deeds, at Book 386, Page 453; *Id.*. 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. The current owners of this excepted parcel are Larry Theye and Betty Becker-Theye. See, Theye Chain of Title, Book 1303, Page 184. The description included our lot; the Eckrote, Morgan and Helmers lots, and all of the intertidal land on which Tax Map 29, Lots 34-38 front. *Id.*

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.” *Id.* at Final Judgment.

Thus, this 1970 quiet title judgment removed any asserted ambiguity in the deeds and definitively establishes that we, as the 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-Helmers 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). Issuing the requested permits to NAF in contravention of the 1970 Final Quiet Title Judgment will slander our title and constitute a regulatory taking of our property in violation of the Fifth Amendment of the U.S. Constitution and Article I, Section 21 of the Maine Constitution.

Finally, the proposed use of the intertidal land on which Tax Map 29, Lot 36 fronts, from the high water mark to the low water mark of Penobscot Bay, violates the express provisions of the Conservation Easement that we placed on all of our intertidal land from the mouth of the Little River to the northern waterside boundary of Tax Map 29, Lot 36 (the “Eckrote property”), on April 30, 2019. That Conservation Easement is recorded in the Waldo County Registry of Deeds at Book 4367, Page 273. A copy of that Conservation Easement, which includes a map at Exhibit B depicting the land covered by the protections of this Conservation Easement, is attached to this Notice for your information and use. This Conservation Easement has previously been provided to the Belfast Tax Assessor’s Office. This Conservation Easement protects our intertidal land in its natural condition and prohibits any industrial development or structures being placed in, on, over or under this fragile estuary land, including the placement of the three (3) industrial pipelines for intake and discharge of water, proposed by NAF.

We hope that in filing this notice and proof of NAF’s lack of ***actual*** title, right or interest in our intertidal land that the City of Belfast will stand up for our rights as taxpaying land owners. We have a 49-year old court judgment establishing our legal rights to this land. We own the land that NAF proposes to use. We do not consent to NAF’s proposed use of our land. The pending applications must be dismissed as proposed for lack of Title, right or interest. Thank you for your consideration.

/s/ Jeffrey R. Mabee
Jeffrey R. Mabee

/s/ Judith B. Grace
Judith B. Grace

¹ These are words of inclusion that include ownership of all of the intertidal land (flats), between the high and low water mark.

EXHIBIT A

ECKROTE EASEMENT AGREEMENT



29 / 39
Belfast Water District

Route One

29 / 36
Eckrote

40' wide temporary
construction easement
(Typ.)

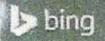
25' wide permanent
seawater piping easement
(Typ.)

Approx. Property line
(Typ.)

Penobscot
Bay

29 / 37
Theye

0		60		120 Ft	
JOB NUMBER	Nordic Aquafarms Eckrote Parcel Seawater Easement Sketch				DATE
FILENAME					7/31/2018
DRAWN BY	Cory Verill				FIGURE
PRODUCTION					Eckrote Easement
NAD83 UTATION	CIANBRO				
SCALE	1 in = 30 feet				
		101 Cianbro Square, PO Box 1000 Pittsfield, ME 04997 www.cianbro.com			



EXHIBIT

C



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.

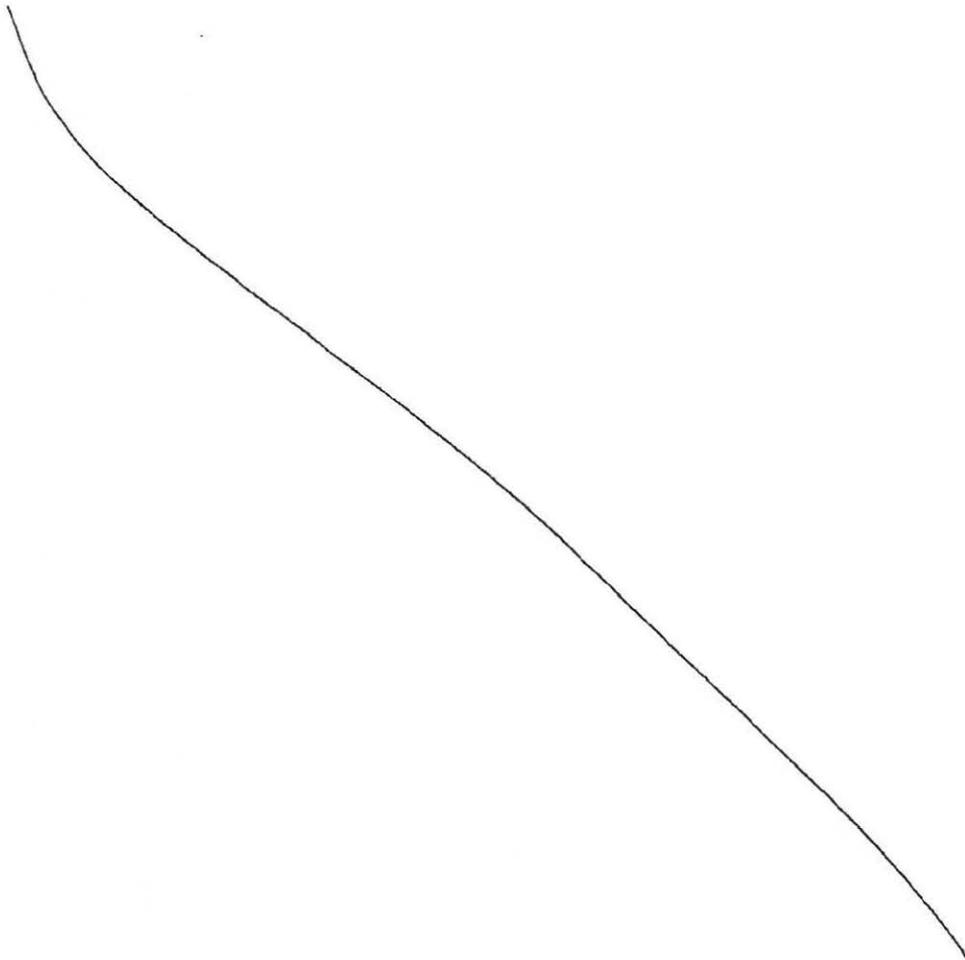
4. The right to enforce by means, including, without limitation, injunctive relief, the terms and conditions of this Conservation Easement.

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

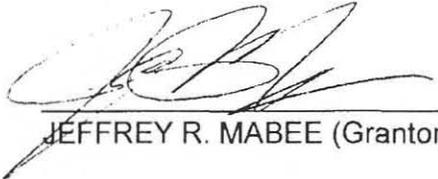
Act at Title 33, Maine Revised Statutes Annotated, Sections 476 through 479-C, inclusive, as amended. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the conservation purposes of this Easement shall govern.

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 FREE ACTS AND DEEDS.



NOTARY PUBLIC

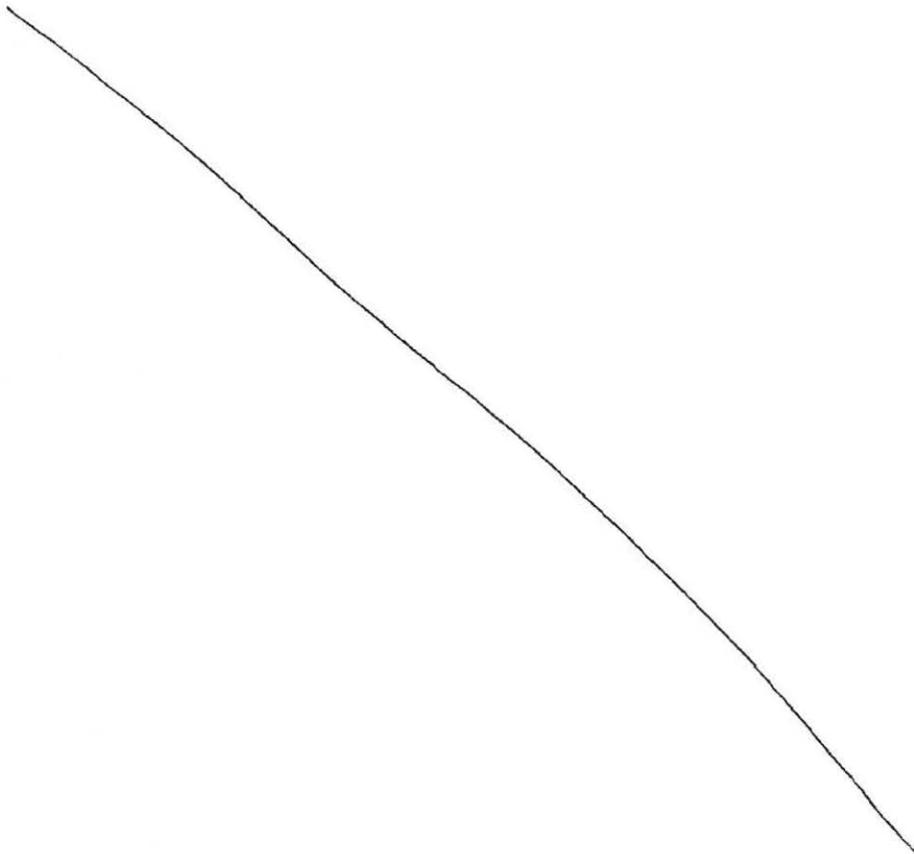
Paul C. Doody
[Notary's Printed Name]

MY COMMISSION EXPIRES:

May 31, 2023

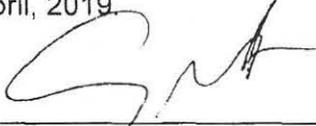


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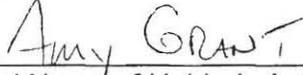


HOLDER'S ACKNOWLEDGEMENT

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

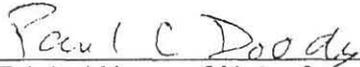
STATE OF MAINE
COUNTY OF WALDO

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.

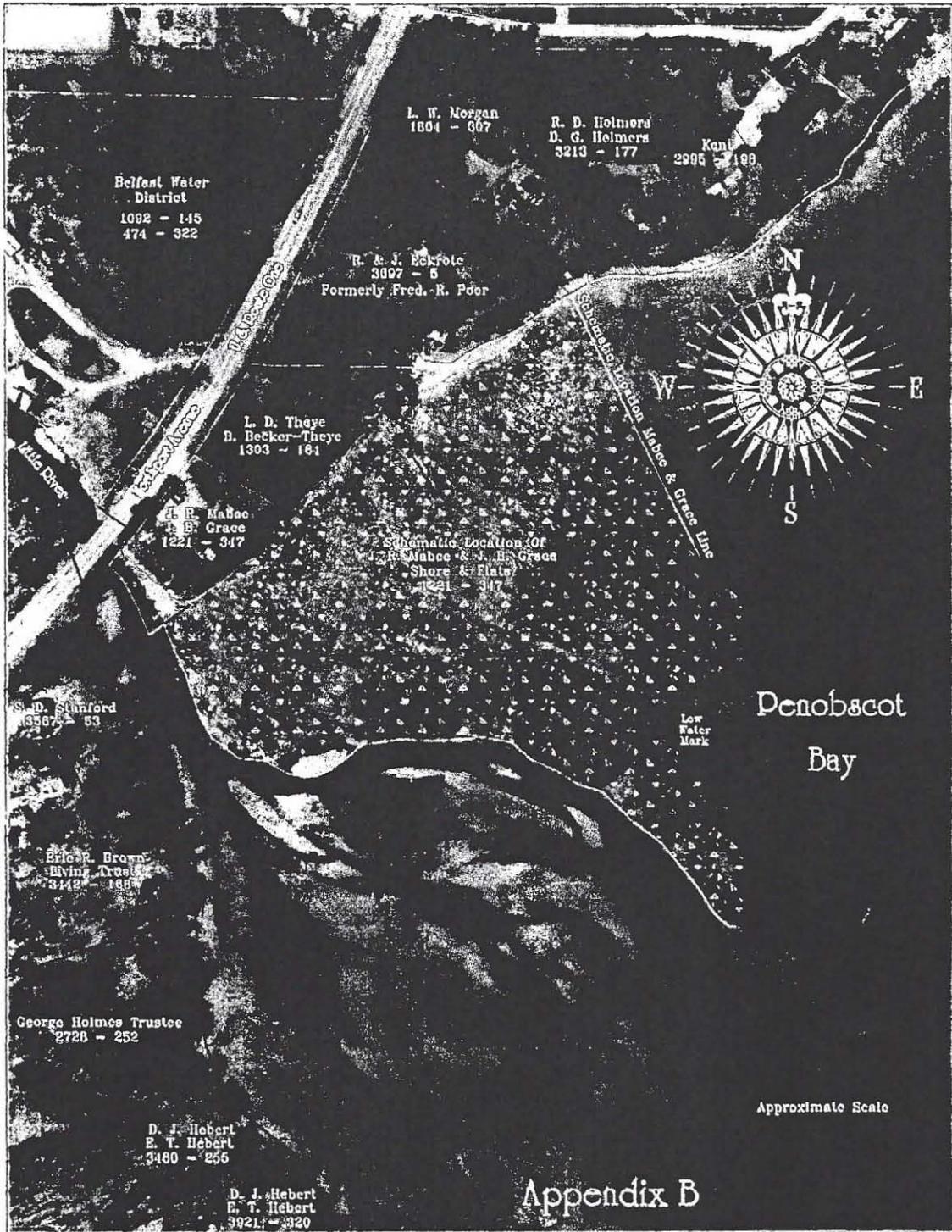
Reference is also made to the deed conveyed out of the land of Hartley:

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.

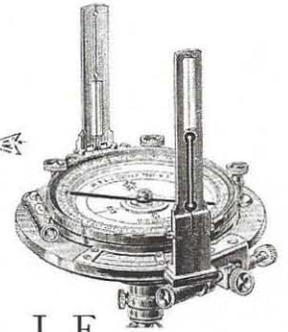
I HEREBY AFFIRM THAT THIS DOCUMENT IS A TRUE CERTIFIED COPY OF THE DOCUMENT RECORDED IN THE LAND RECORDS OF WALDO COUNTY, MAINE. BOOK 4367 PAGE 273
 DATE: 04/29/2019 NUMBER OF PAGES 12
 ATTEST: *Stacy J. Grant* REGISTER OF DEEDS

EXHIBIT B



EXHIBIT

E



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,

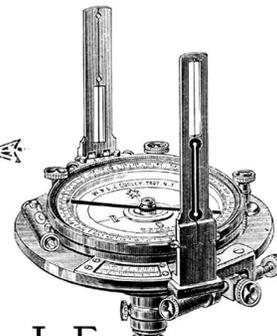
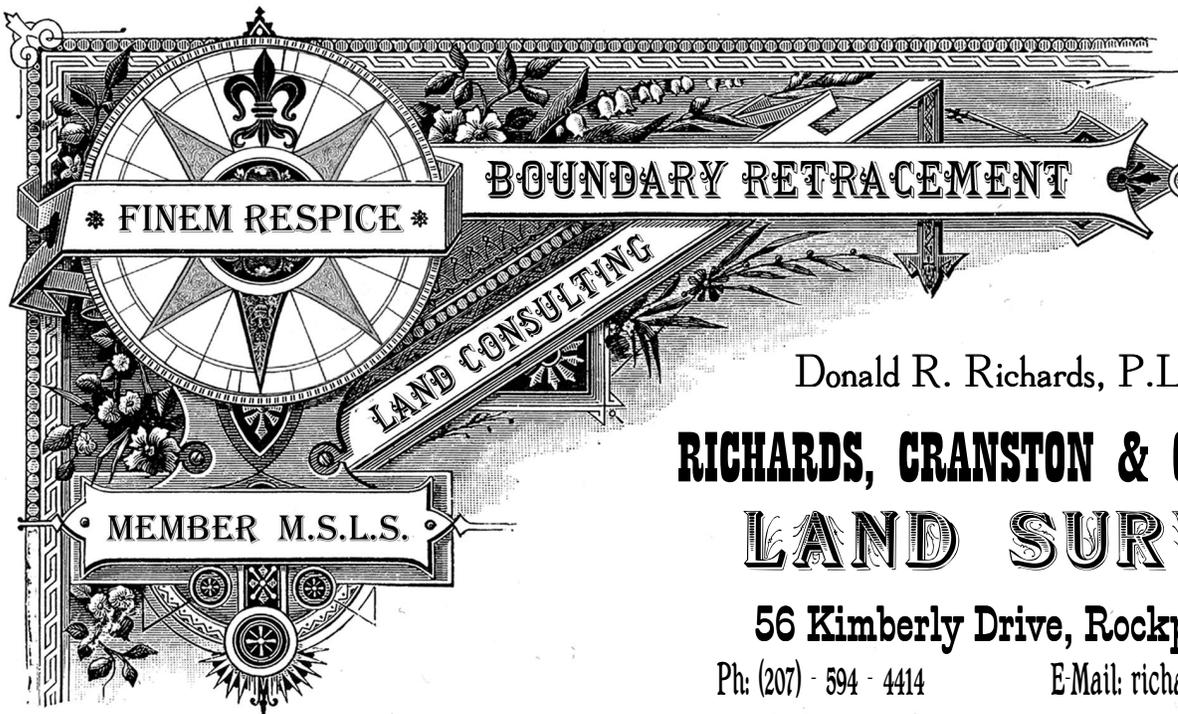

Donald R. Richards, P.L.S.



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.



BOUNDARY RETRACEMENT

FINEM RESPICE

LAND CONSULTING

MEMBER M.S.L.S.

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: 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 Sam 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 intention 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.

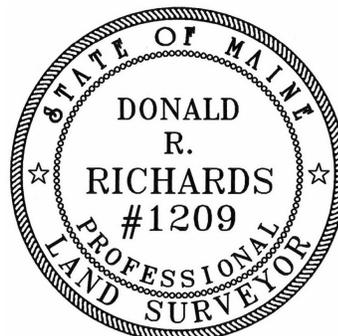
The question of adverse rights against Jeffrey R. Mabee and Judith B. Grace in the shore area in front of the Ekrote parcel has been raised. Apart from clear and substantial improvements in the shoreland area such as a pier or fishing weirs it is nearly impossible to establish adverse possession. First, 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.

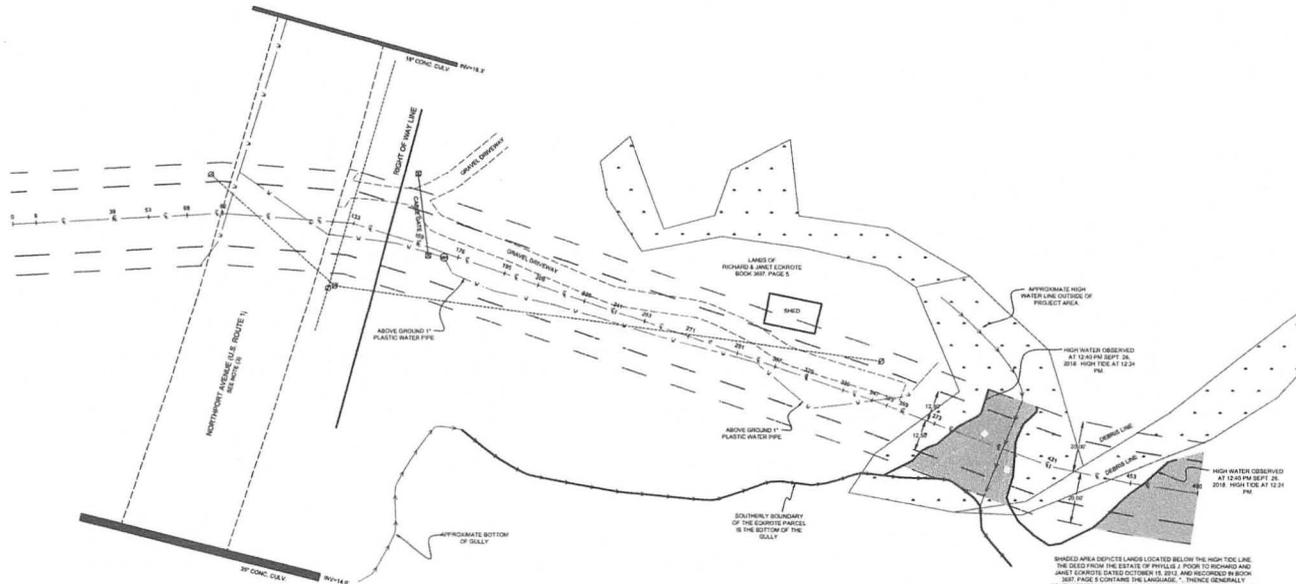
Hopefully this will clarify questions that have been raised,

Sincerely yours,



Donald R. Richards





SHED AREA DEPICTS LANDS LOCATED BELOW THE HIGH TIDE LINE. THE DEED FROM THE ESTATE OF PHILIP J. FIORI TO RICHARD AND JANET ECKROTE DATED OCTOBER 18, 2012, AND RECORDED IN BOOK 300, PAGE 5 CONTAINS THE LANGUAGE: "... TRACTS GENERALLY SOUTHWESTERLY ALONG SAID PENNEBSCOT BAY A DISTANCE OF FOUR HUNDRED TWENTY NINE FEET. THE REVEREND DEED FROM PHILIP J. AND PHYLIS J. FIORI TO PHYLIS J. FIORI DATED JULY 1, 1987, RECORDED IN BOOK 1208, PAGE 36 CONTAINS THE LANGUAGE: "... TRACTS EASTERLY AND NORTHEASTERLY ALONG HIGH WATER MARK OF PENNEBSCOT BAY FOUR HUNDRED TEN FEET. I SUGGEST A LEGAL OPINION OF THE ABILITY OF THE ESTATE OF PHYLIS J. FIORI TO OBTAIN AN ALIGNMENT BELOW THE HIGH WATER MARK.

NOTES

(1) DOCUMENTS REFERENCED ON THIS PLAN ARE RECORDED IN THE HALLOW COUNTY REGISTRY OF DEEDS UNLESS OTHERWISE NOTED.
 (2) NO SURVEYOR REPORT WAS PREPARED.
 (3) NORTHPORT AVENUE (U.S. ROUTE 1) IS DESCRIBED IN THE FOLLOWING DOCUMENTS:
 A. JOSEPH WILLARD'S "THE HISTORY OF THE CITY OF BELFAST MAINE, VOLUME 1," PAGES 102-103 AND 104.
 B. PHYLIS J. FIORI'S "1987 CONDEMNATION PLAN DATED 1987" IN BELFAST MAINE.
 C. PHYLIS J. FIORI'S "1987 CONDEMNATION PLAN DATED 1987" IN BELFAST MAINE.
 D. PHYLIS J. FIORI'S "1987 CONDEMNATION PLAN DATED 1987" IN BELFAST MAINE.
 E. PHYLIS J. FIORI'S "1987 CONDEMNATION PLAN DATED 1987" IN BELFAST MAINE.
 F. PHYLIS J. FIORI'S "1987 CONDEMNATION PLAN DATED 1987" IN BELFAST MAINE.
 G. PHYLIS J. FIORI'S "1987 CONDEMNATION PLAN DATED 1987" IN BELFAST MAINE.
 H. PHYLIS J. FIORI'S "1987 CONDEMNATION PLAN DATED 1987" IN BELFAST MAINE.
 I. PHYLIS J. FIORI'S "1987 CONDEMNATION PLAN DATED 1987" IN BELFAST MAINE.
 J. PHYLIS J. FIORI'S "1987 CONDEMNATION PLAN DATED 1987" IN BELFAST MAINE.
 K. PHYLIS J. FIORI'S "1987 CONDEMNATION PLAN DATED 1987" IN BELFAST MAINE.
 L. PHYLIS J. FIORI'S "1987 CONDEMNATION PLAN DATED 1987" IN BELFAST MAINE.
 M. PHYLIS J. FIORI'S "1987 CONDEMNATION PLAN DATED 1987" IN BELFAST MAINE.
 N. PHYLIS J. FIORI'S "1987 CONDEMNATION PLAN DATED 1987" IN BELFAST MAINE.
 O. PHYLIS J. FIORI'S "1987 CONDEMNATION PLAN DATED 1987" IN BELFAST MAINE.
 P. PHYLIS J. FIORI'S "1987 CONDEMNATION PLAN DATED 1987" IN BELFAST MAINE.
 Q. PHYLIS J. FIORI'S "1987 CONDEMNATION PLAN DATED 1987" IN BELFAST MAINE.
 R. PHYLIS J. FIORI'S "1987 CONDEMNATION PLAN DATED 1987" IN BELFAST MAINE.
 S. PHYLIS J. FIORI'S "1987 CONDEMNATION PLAN DATED 1987" IN BELFAST MAINE.
 T. PHYLIS J. FIORI'S "1987 CONDEMNATION PLAN DATED 1987" IN BELFAST MAINE.
 U. PHYLIS J. FIORI'S "1987 CONDEMNATION PLAN DATED 1987" IN BELFAST MAINE.
 V. PHYLIS J. FIORI'S "1987 CONDEMNATION PLAN DATED 1987" IN BELFAST MAINE.
 W. PHYLIS J. FIORI'S "1987 CONDEMNATION PLAN DATED 1987" IN BELFAST MAINE.
 X. PHYLIS J. FIORI'S "1987 CONDEMNATION PLAN DATED 1987" IN BELFAST MAINE.
 Y. PHYLIS J. FIORI'S "1987 CONDEMNATION PLAN DATED 1987" IN BELFAST MAINE.
 Z. PHYLIS J. FIORI'S "1987 CONDEMNATION PLAN DATED 1987" IN BELFAST MAINE.



NAIP COORDINATE SYSTEM (NAD 83)
 EAST ZONE WGS84 (EPSG:26186)
 U.S. SURVEY FEET
 ELEVATIONS NAUSTR (GEOID16)

SCALE: 1" = 20'



SURVEY STANDARD

THIS PLAN WAS PREPARED FROM INFORMATION OBTAINED BY A SURVEY CONFORMING SUBSTANTIALLY TO THE REQUIREMENTS OF TECHNICAL STANDARDS CONTAINED IN CHAPTER 63-A, PART 2, OF THE RULES OF THE BOARD OF LAND SURVEYING PROFESSIONAL LAND SURVEYORS EFFECTIVE APRIL 1, 1987.

Clark S. Staples
 CLARK S. STAPLES (NAME LICENSED)
 PROFESSIONAL LAND SURVEYOR NO. 2332



LEGEND

- 3/4" INCH DIAMETER REBAR WITH IDENTIFICATION CAP SET
- MONUMENT FOUND AS Labeled
- GRANITE MONUMENT FOUND
- IRON/STEEL MONUMENT FOUND
- WOOD POST FOUND
- UTILITY POLE
- UTILITY POLE ANCHOR
- FIRE HYDRANT
- MANHOLE
- SEWER MANHOLE
- CATCH BASIN
- DRILLED WELL
- ISLAND AREA DEPICTED BY OTHERS
- SHEDWOOD TREE
- SOFTWOOD TREE
- TRAIL
- EDGE OF PARCELLED WAY
- WOODEN STOCKADE FENCE
- CHAIN LINK FENCE
- GUARDRAIL
- STONE WALL
- OVERHEAD WIRES
- EDGE OF RIGHT OF WAY
- PROJECT BOUNDARY LINE
- Pipe CENTER LINE
- INTERNAL WATER DISTRICT BOUNDARY LINE
- WATER LINE
- BRICKPATCH

TOPOGRAPHIC SURVEY

LANDS OF
RICHARD & JANET ECKROTE
 282 NORTHPORT AVENUE - BELFAST, MAINE
 FOR



AND
RANSOM Consulting Engineers
 100 Main Street
 Belfast, Maine 04915



DRAWING: 01915-262-NP.dwg
 DATE: 10-15-2018
 SCALE: 1"=20'
 SHEET: 1 of 1

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.

CERTIFICATION:

THIS SURVEY CONFORMS TO STANDARDS SET FORTH BY THE STATE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS WITH THE FOLLOWING EXCEPTIONS:

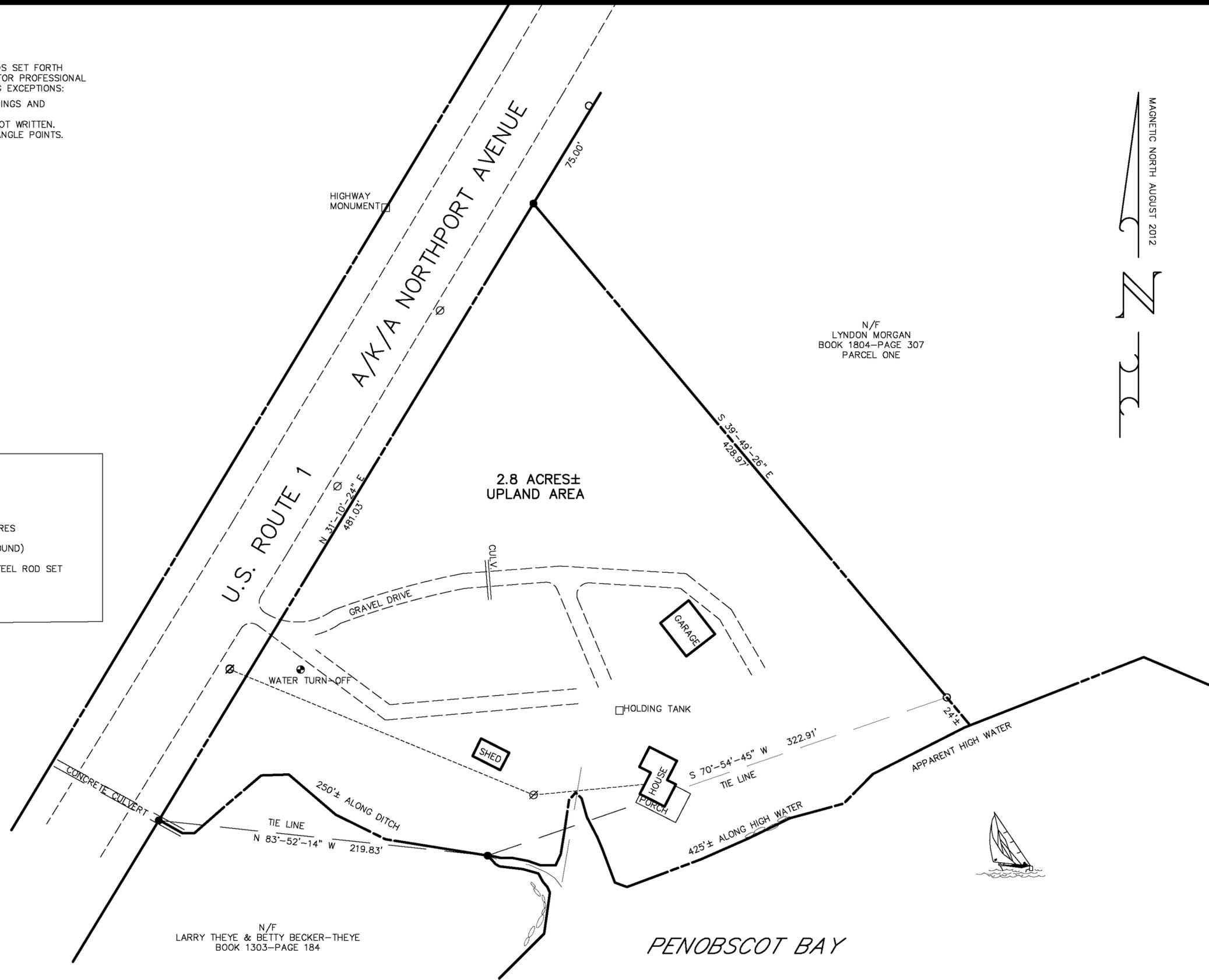
- a. A SURVEYOR'S REPORT OF FINDINGS AND OPINIONS WAS NOT PREPARED.
- b. A REVISED DESCRIPTION WAS NOT WRITTEN.
- c. MONUMENTS NOT SET AT ALL ANGLE POINTS.



N/F
LYNDON MORGAN
BOOK 1804-PAGE 307
PARCEL ONE

LEGEND:

- ⊙ UTILITY POLE
- OVERHEAD WIRES
- IRON ROD (FOUND)
- 3/8" CAPPED STEEL ROD SET
- ~~~~~ SEAWALL

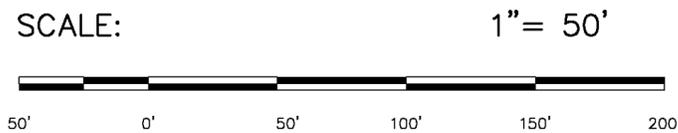


N/F
LARRY THEYE & BETTY BECKER-THEY
BOOK 1303-PAGE 184

PENOBSCOT BAY



GOOD DEEDS, INC.
109 MAIN STREET
P.O. BOX 587
BELFAST, MAINE 04915
TELE: (207) 338-5743
JOB No. 12033
DATE: AUGUST 31, 2012



BOUNDARY SURVEY
of the property of
PHYLLIS J. POOR ESTATE
WALDO COUNTY REGISTRY OF DEEDS
BOOK 1228 - PAGE 346
ROUTE 1
BELFAST, WALDO COUNTY, MAINE

MAILING ADDRESS: RICHARD & JANET ECKROTE
42 GRANDVIEW AVENUE
LINCOLN PARK, NJ 07035

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

TWELFTH CENSUS OF THE UNITED STATES.

B

State Pennsylvania }
County Philadelphia }

SCHEDULE No. 1.—POPULATION.

Supervisor's District No. 14 Penna } Sheet No. 8
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 Philadelphia City Ward of city, 28th

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 'Ward', 'Kearney', 'Walters', etc.

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.

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 [REDACTED] [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.

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 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..

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]

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]



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.



MAINE STATE ARCHIVES
SEARCH ROOM

REQUEST FOR RECORDS

Files Requested (agency name, file name and/or file number):		Date of Request 6/10/19__	
Waldo SC	<input type="checkbox"/> Plain <input type="checkbox"/> Attested	Location No. 1662-1002	Box No.
	<input type="checkbox"/> Plain <input type="checkbox"/> Attested		
11275	<input type="checkbox"/> Plain <input type="checkbox"/> Attested		
Quire title action	<input type="checkbox"/> Plain <input type="checkbox"/> Attested		
Ferris VS Hargrave	<input type="checkbox"/> Plain <input type="checkbox"/> Attested		
June 26 1970			
<input type="checkbox"/> Divorce decree	<input type="checkbox"/> Judgment and commitment	<input checked="" type="checkbox"/> Other	
Name of Requestor:		Telephone Number:	
Kum Tucker		302-841-5439	
Address: Paul Bernicki		E-Mail: #323-3406	
waybackhomestead@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			
<u>In-Search Room user agreement</u>			
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): _____

STATE OF MAINE SUPERIOR COURT
Civil Action,

WALDO, SS

Docket No. _____

WINSTON C. FERRIS,
PLAINTIFF,

vs.

GENEVIEVE E. HARGRAVE, ET AL
DEFENDANTS,

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., 19*70*
Edward 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, 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,)

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 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 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.

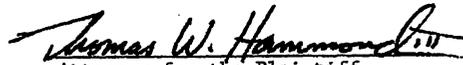
2. The Plaintiff is vested with title to the above described real pro-

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



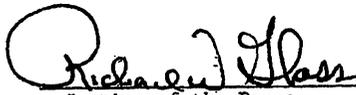
Attorney for the Plaintiff
Thomas W. Hammond III, Esq.
Eaton, Glass & Marsano
Savings Bank Building
Belfast, Maine 04915

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 *Supk* COURT
Rec'd and Filed this
11TH day of *April* A. D., 19*70*
Edmund Hayden Clerk

11665

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 *Supr* COURT
Rec'd and filed this

14TH day of *April* A. D. 19*70*
Edward M. Hargrave 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, 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,

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. 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.

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

1650908

No. **11275**

WINSTON C. FERRIS

vs.

GENEVIEVE E. HARGRAVE et al

Filed April 14, 1970

Judgment _____, 19

Execution issued _____, 19

4/14 - service copy issued.

4/17 - Cof records

FINISHED
APR 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

GENEVIEVE E. HARGRAVE, et als
DEFENDANT

MOTION FOR APPOINTMENT OF GUARDIAN
AD LITEM

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

STATE OF MAINE
WALDO, SS.
CLERK'S OFFICE *Supior*
Rec'd and filed this

19 day of *June* A. D. 1970
Eaton M. Hargrave

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,)

MOTION FOR APPOINTMENT
 OF GUARDIAN AD LITEM

WHEREAS service has been made upon all of the named defendants, their heirs, legal representatives, devisees, assigns, trustees in bankruptcy, disseizors, 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

Thomas W. Hammond
 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.

CLERK'S OFFICE

Filed this

19 day of June A. D. 1970

Edna W. Hayden

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 *Supr* COURT
Rec'd and Filed this

19 day of *June* A. D. 19*70*
Edna M. Hayes

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

WINSTON C. FERRIS,
PLAINTIFF,

vs.

GENEVIEVE E. HARGRAVE,
DEFENDANT,

FINAL DECREE

STATE OF MAINE
WALDO, SS.
Clerk of Court
26
26 Day of *June* A. D. 1970
Edward W. Hargis Clerk

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,)

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:

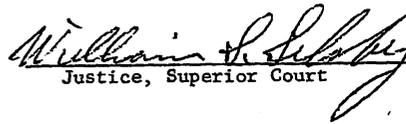
Northerly by land of Fred R. Poor; Easterly by Penobscot Bay;
Southerly by Little River and Westerly by the Atlantic Highway, so called.

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. 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

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 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, 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 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.

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 E. 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 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 A. Poor to the point of beginning.

A TRUE ABSTRACT OF COMPLAINT:

ATTEST: Edna M. Hagen
Clerk, Waldo County Superior Court

1134

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

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 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 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 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 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:

Eduard 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: 9/29/2007 NUMBER OF PAGES 2 ATTEST: [Signature] REGISTER OF DEEDS

