

**STATE OF MAINE****Waldo, ss.****AFFIDAVIT  
OF  
JEFFREY R. MABEE**

The Affiant being duly deposed and sworn upon oath, states as follows:

1. My name is Jeffrey R. Mabee and I, along with my wife, Judith B. Grace, are the Plaintiffs in this matter.
2. My wife and I are the owners in fee simple of the Little River Center, located at 290 Northport, Avenue in Belfast, Maine, and designated on Belfast Tax Map 29 as Lot 38.
3. We purchased our property on May 31, 1991, as joint tenants from Heather O. Smith. Our deed is recorded in the Waldo County Registry of Deeds at Book 1221, Page 347, and attached hereto as Exhibit 1.
4. When we purchased our property we knew that it included the upland lot designated now as Lot 38 on Belfast Tax Map, 29, and intertidal flats adjacent to our lot. A copy of the Tax Map showing our lot is attached hereto as Exhibit 2, Sketch 1. However, we did not know, and did not need to know until recently, that the boundaries of the intertidal land that we owned included the intertidal land on which Belfast Tax Map 29, Lots 38, 37, 36 and most of 35 fronts.
5. At all times since we acquired our property we have used the intertidal land to the shores of Northport to our South to beyond the property of the Roughheads to the North (Belfast Tax Map 29, Lot 34; WCRD at Book 4435, page 279).
6. During all the years that we have owned our property (since 1991), we have walked our dogs twice a day during the 12 years that we had a dog, picnicked, fished, collected shells and interesting rocks, strolled, bird watched, observed otters and other wildlife, and sun bathed, in this intertidal area – enjoying all of the intertidal land from the Northport shores to beyond the lot now owned by the Roughheads with our friends, family and neighbors.
7. Also I often have anchored my motorboat in the intertidal land directly in front of the Eckrotes' lot (Map 29, Lot 36) as the water is deeper closer to the shore to the North.
8. All of our neighbors, friends and guests have used this intertidal land with us without inhibition or interference from anyone, including the Eckrotes and their predecessor-in-interest William O. Poor and Phyllis J. Poor (Janet Eckrotes parents).

9. All of us have used this intertidal land freely and permissively enjoying this beautiful estuary area in its natural and wild condition.
10. My wife and I knew Phyllis and William Poor during their lifetimes. At all times since we purchased our property, until their deaths, William and Phyllis Poor were very occasionally at their cabin located at Tax Map 29, Lot 36. They would be there for an hour or so at a time, maybe once a week during the summer months.
11. Because we lived on our lot during the entire year, and because we regularly walked our dog down the beach, we could see if someone was at the Poor lot. The only time that we saw any extended use of that cabin was when the Poor's daughter and son-in-law (Janet and Richard Eckrote) came from New Jersey for a week or two in the summer.
12. While William Poor and his family owned their lot, they used the intertidal land in the same manner that we did, except much less often.
13. A couple times a month in the summer, I would see William Poor burn trash on the beach in front of his cottage while I was walking my dog and we would wave and exchange pleasantries.
14. At no time did William Poor or any member of his family, including the Eckrotes, ever tell my wife or me that *they* (the Poores) claimed ownership to the intertidal area or attempt to exclude me from walking my dog, anchoring my boat, or otherwise using the portion of the intertidal land on which the Poor lot fronted (including the lot now designated as Tax Map 29, Lot 36).
15. At no time did William Poor or any member of his family, including the Eckrotes, or Dr. Lyndon Morgan, ever attempt to exclude me from walking my dog, anchoring my boat, or otherwise using the portion of the intertidal land on which Tax Map 29, Lot 35 fronts.
16. To my knowledge, at no time did William Poor or any member of his family, including the Eckrotes, ever attempt to exclude anyone else, including other neighbors or even strangers, from walking their dogs or otherwise using the portion of the intertidal land on which the Poor lot fronted (including the lots now designated as Tax Map 29, Lots 36 and 35).
17. After Phyllis Poor died, Janet and Richard Eckrote bought this property from the Estate of Phyllis J. Poor (Phyllis was Janet's late Mother).
18. Since that time, the Eckrotes – who are residents of New Jersey – have used the Poor cabin for a week or two each Summer. I have met the Eckrotes and know who they are to see and to speak with.
19. At no time prior to the filing of the pending Declaratory Judgment action (RE-2019-18) have the Eckrotes ever advised me that *they* owned the intertidal land on which their lot fronts nor attempted to exclude my wife or me from using the portion of the

intertidal land on which their lot fronts (i.e. Tax Map 29, Lot 36) nor made any claim to my wife or me that they owned this land and were excluding me or anyone else from using it.

20. At no time did the Eckrotes or William and Phyllis Poor ever erect any obstructions or markers declaring ownership in this intertidal land or attempting to post this land to exclude anyone else from using this intertidal land.
21. In 2018, my wife and I put our Little River Center property on the market because we had bought an inland property at the Eco Village in Belfast.
22. In the Summer of 2018 we were approached by agents or employees working for Nordic Aquafarms, Inc. (“NAF”). They told us that, at that time, they were interested in purchasing from us an option to buy our property when their permits were approved.
23. At the time, we had a buyer from California interested in purchasing the property so we told NAF’s agent that we could not talk to NAF about selling our property to them unless the other deal fell through.
24. At that time, we thought that Little River Center might make a good location for offices or a residence for NAF’s plant manager and thought that was the reason for NAF’s interest.
25. We had no discussion with NAF’s agents about putting pipelines into the Bay across our property – either the upland portion or any of our intertidal land.
26. Neither NAF nor its agents ever made us an offer to purchase our property nor did we offer to sell our property to NAF.
27. We told NAF’s agent that if the other deal fell through we would let them know.
28. When the deal to purchase our land did fall through with the buyer in California, in late August of 2018, we advised NAF’s agent to see if they still had any interest in our property.
29. NAF’s agent stated that: “We’re all set.”
30. That was the last discussion that we had with anyone from NAF about our property.
31. At no time did NAF, its principals or agents ever advise us that they were planning to seek permits to place pipelines on intertidal land that we own, although NAF and its agents must have known that we – not the Eckrotes – owned this intertidal land since April 2, 2018 (when they received the survey plan Clark Staples, P.L.S., of Good Deeds did for NAF).
32. At no time did NAF seek to obtain an easement from us for use of any portion of the intertidal land that we own, including the intertidal land on which the Eckrotes’ lot (Tax Map 29, Lot 36) fronts, for the purpose of NAF placing pipes into the Bay.

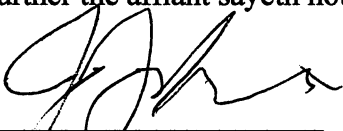
33. We later learned that NAF had some sort of easement option deal with the Eckrotes, dated August 6, 2018, when NAF filed a copy of an Easement Agreement they had with the Eckrotes with the Bureau of Parks and Lands.
34. In October 2018, a copy of the August 6, 2018 NAF-Eckrote Easement option Agreement was sent out by the Bureau, with the Notice of NAF's application for a submerged lands lease, to abutters like us, and other interested parties and entities.
35. During the brief contact NAF made with us about our property in the Summer of 2018, we did not tell NAF's agents that we owned the intertidal land in front of the Eckrotes' lot, because we did not know we owned that intertidal land at that time.
36. Further, NAF never asked us if we thought we owned the intertidal land in front of the Eckrotes' lot during our discussions with NAF's agents in the Summer of 2018.
37. We had never had a survey done of the property conveyed to us by our predecessors in interest that included the intertidal land conveyed by our deed, to learn the extent of our ownership of the intertidal land, because it wasn't relevant to our use of this land. We were able to use all of the adjacent intertidal land without reservation during this time because of the public's rights of use of intertidal land in Maine.
38. There was no reason to go to the expense of such a survey of the intertidal land since it would not change our taxes (intertidal land is not taxed) or uses of the land to know the exact boundaries (since no one ever restricted our use of the intertidal land at any time or in any way).
39. When NAF first came to town in 2018, the project sounded very promising and we were ambivalent to mildly supportive of the proposal.
40. But over the course of the Fall of 2018, NAF constantly moved the goal posts, changing its early commitments to use organic, locally sourced food for its fish to saying they couldn't say what they would feed them and revealing a staggering proposal to dump 7.7 million gallons of warm, brackish, nitrogen-rich wastewater into the Bay EVERY DAY literally in front of our home. They had originally stated that they would "drill horizontally" under the ground to put their pipes a mile out into the bay in "deep ocean currents". That plan was changed to digging a 30-foot wide trench across Route 1, the shorefront land and intertidal land. And the pipes into the bay were shortened to roughly 2/3 of a mile from the high water mark of the Eckrotes' lot.
41. By the end of 2018, the project had morphed into an environmental disaster-in-the-making with NAF proposing to dredge up the Bay to put its pipes, to sucking up so much fresh water from our aquifer that NAF's experts admitted it would cause saltwater intrusion into "some" wells on the upland side of Route 1.
42. We were alarmed at the size of the carbon footprint of the proposed project as it had evolved – which we consider excessive, unsustainable and immoral in light of the current climate crisis.

43. We changed from cautiously optimistic supporters of NAF's proposed salmon farm project to opponents and members of Upstream Watch because of the divisive bullying tactics that NAF used against our neighbors and anyone else who asked questions about the project.
44. In April of 2019 my wife and I first learned that we actually owned the intertidal land from the mouth of the Little River to almost the Morgan-Helmers line (now the Morgan-Roughhead line) – including the intertidal land adjacent to the Eckrotes' lot where NAF proposed to put its pipelines into the Bay.
45. We were advised of this by Upstream Watch who had had an expert title searcher look at the relevant deeds.
46. When we learned we owned this intertidal land we did not offer to sell that land to NAF because we had no interest in NAF destroying the Bay or this estuary.
47. As soon as we learned that we owned the intertidal land that NAF was proposing to damage and destroy for its pipelines we put all of our intertidal land under the protection of a conservation easement to protect it in its natural condition, in perpetuity, and prohibit any dredging or commercial or industrial construction. After putting the intertidal land into conservation NAF began denigrating us, calling us bad neighbors, "money grubbers" and "Trumpish".
48. That conservation easement was filed on April 29, 2019 in the Waldo County Registry of Deeds, Book 4367, Page 273, and named Upstream Watch as the Holder initially.
49. NAF finally filed the Good Deeds surveys that they and the Eckrotes had from 2012 and 2018 in May and June of 2019 in two of the State administrative proceedings in which NAF is seeking permits for its proposed project.
50. On May 16, 2019, NAF filed the 2012 Good Deeds survey that the Eckrotes had had done in August of 2012, in the Bureau of Parks and Lands as a part of their response to our challenge to NAF's ability to obtain a lease from the Bureau to put NAF's pipelines in the intertidal land that we now understand that we own and over which we have placed a conservation easement. I was provided a copy of NAF's response, including the unrecorded 2012 Good Deeds survey, and saw that the survey stated that the Eckrotes' waterside boundary is "Along High Water".
51. On June 10, 2019, NAF filed the April 2, 2018 Good Deeds survey, that NAF had done for it as part of its land acquisition process for the project, in the Department of Environmental Protection. NAF filed the April 2, 2018 Good Deeds survey as part of a 144-psge pdf, NAF filed in response to our challenge to NAF's false claims of having title, right or interest to obtain permits from DEP on our intertidal land.
52. I was provided a copy of NAF's response to our challenge and could see the April 2, 2018 Good Deeds survey within the packet submitted by NAF to DEP. That

survey also concluded that the waterside boundary of the Eckrotes' lot was the high water mark and the survey contained a warning that the Eckrotes likely did not have the ability to grant NAF an easement below the Eckrotes' high water mark.

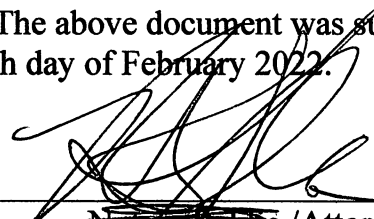
- 53. In June of 2019, Upstream Watch and we retained Donald R. Richards, P.L.S., L.F., one of the foremost experts in Maine on the Colonial Ordinance and surveying in the intertidal zone using the Colonial method, to determine our boundaries in the intertidal zone.
- 54. In October 2019, Mr. Richards completed his survey of the intertidal zone and determined the boundaries of all of our property including our intertidal zone land.
- 55. That survey and the accompanying report by Mr. Richards of the basis for his survey are recorded in the Waldo County Registry of Deeds at Book 24, Page 34 and Book 4435, Page 344, respectively. Those are already submitted to the Board as part of the record before the Board relating to the above-referenced permit applications – in both the hearing and non-hearing record, are incorporated herein and attached hereto as Exhibits 3 and 4.
- 56. Mr. Richards' CV is attached as Exhibit 5 and a series of 7 illustrations by Mr. Richards showing the changing configuration of our property through various conveyances by our predecessors in interest are attached as Exhibit 2.

Further the affiant sayeth not.

  
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 Jeffrey R. Mabee

STATE OF MAINE            )  
   ) ss.  
 COUNTY OF WALDO        )

The above document was subscribed and sworn to before me by Jeffrey R. Mabee this 18th day of February 2022.

  
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 Notary Public / Attorney at Law

(S E A L)

~~Notary Public~~  
~~My commission expires: \_\_\_\_\_~~

**INDEX OF INCORPORATED EXHIBITS**

1. Warranty Deed from Heather O. Smith to Jeffrey Mabee and Judith Grace, dated May 31, 1991, recorded in the WCRD at Book 1221, Page 347
2. Donald R. Richards, P.L.S., L.F. Seven (7) Sketches
3. Richards' Survey of Mabee-Grace Property, WCRD at Book 24, Page 34
4. Richards' Report on Mabee-Grace Chain of titled, WCRD at Book 4435, Page 344
5. Richards' Curriculum Vitae
6. Richards' Survey of HLHCA, WCRD at Book 24, Page 54
7. 2-7-2020 Email From Mabee-Grace and Friends granting permission for Board Site Visit on 2-10-2020
8. Mabee-Grace Chain of Title
9. August 31, 2012 Good Deeds Survey
10. Eckrotes' Chain of Title
11. 1-8-2020 Email Renewing TRI Motion to Dismiss
12. 2-7-2020 Email granting permission for site visit by Board members