

ISLESBORO PLANNING BOARD  
PUBLIC HEARING AND REGULAR MEETING  
MONDAY, JULY 15, 2024  
In- Person and Zoom Meeting at 5:00 PM, Town Office

APPROVED

7/29/24

MINUTES

*Letters and documentation  
from abutters attached*

1. Call the meeting to order and Establishment of a Quorum

Chair Bill Schoppe called the meeting to order and a quorum was established at 5:00 PM.

Members Present: Chair Bill Schoppe, Vice-Chair Isabel Jackson, Gil Rivera, Wendy Huntington Evans, and Anne Bertulli as an alternate.

Members Present via Zoom: Jennifer West

Others Present: CEO Dave Dyer, Cressica Brazier, David Losee, Tom & Glenda Dexter, Todd Congdon, Terry Cowan, Kara Masters-Siekman.

Others Present via Zoom: Dick DeGrasse, Robyn Congdon

2. PUBLIC HEARING on Application MD 01-24, David & Joan Losee, Map 31, Lot 5E, to subdivide the lot into four parcels.

- David Losee spoke about his property and the sequence of how each lot was acquired. He presented a letter with each of the deeds. He stated that the property lines are not the same today as they were when they were acquired. He distributed copies of the survey map.
  - Sketch A shows the first acquisition, Lot 5 & Lot 6 on the old Sunset Acres subdivision.
  - The second acquisition was the Corby piece farthest to the south.
  - The Shea piece was acquired by the Dexters, who conveyed one piece to Jones, and the balance to the Losees as abutters.
  - Sketch B reflects the Jones property was sold to Losee, and Losee sold a piece to Jones.
  - Losee wanted to sell the entire property, but there were threats of a lawsuit.
  - Sketch C shows that they moved the lot line from the original lots 5 & 6 south a bit, along two brooks, to make proposed Lot 1. It made sense to divide the lots along a natural border.
  - They took the balance and made it into a front lot and a back lot (proposed Lots 2 & 3).
  - Regarding the boundary of Kara Siekman's lot, Mr. Losee showed an amendment to the Sunset Acres subdivision that was made before he acquired it, approved by the Planning Board at the time. The road was supposed to follow the boundary line, but they built it through the lot. There's no easement or right-of-way for it. The lawyer pointed out that it was built in the wrong place. The arrangement that they made was to take the old proposed road layout and make it part of Lots 5 & 6, and from Lots 5 & 6 create a legal existence for the road that was actually built. This was When Losee acquired Lots 5 & 6, they extended to the eastern line of the old proposed Trim Lane.
  - David Losee showed the maps with the old road location and the new road location. This also shows the contours, where the brooks are. At the corners of Lots 1 & 2, there's a road that comes into the Dexter property, and there was a 50' right of way for it. The road started

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outside of the right of way. The pin is actually in the road. The surface of the road is off the 50' easement. The corrected map moves the easement over to accommodate the road.

- The ownership of Trim Lane was conveyed by the owners of the subdivision to Losee when they bought Lot 5 & 6. It was subsequently conveyed by Islesboro Marine Enterprises & Earl MacKenzie to others. It turns out, Islesboro Marine didn't own it. It was conveyed back. If there's a hiccup on the records, that's why. Alice Chayes Randlett conveyed it to Losee in 1985.
- Kara Masters Siekman stated that if this was all conveyed in 1985, it doesn't match the evidence that she brought to the last meeting that shows they would each have 25' of that road. One of those was a letter from the lawyer dated October 19, 2005, referencing that "Islesboro Marine did not own a portion of the road abutting Lot 5 and Lot 6, and so could not possibly have conveyed it. Therefore, this deed served only to convey a portion of the Lot 7 Road abutting Lot 4." The original numbering of the lots was different. It's different on the deeds. She continued with the letter, "As of October 18, 2005, the land underlying the Lot 7 Road is owned as follows. The portion abutting Lot 5 and Lot 6, to the centerline of the road, is part of your property. The opposite portion is part of Lot 7, also to the centerline of the road. The portion beginning at an extension of the property line, between Lot 4 and Lot 5..." This part was conveyed without a deed from IME to two neighbors that don't abut the land. This deed the lawyer questions, because IME didn't own the land, how can they convey the land that wasn't theirs to convey? This has been causing strife in the neighborhood. We need help resolving this. The current Town tax map shows the straight road that's undocumented. It has not been resolved. There was a pie-shaped piece of land that has been absorbed into this as well. The undocumented Trim Lane was deeded for use of all of the residents in that subdivision. She would like help from the Town to resolve this.
- Todd Congdon asked Kara if she realizes that the same letter she's using as evidence states that Congdon and Dexter own the first 100' of the road. His lawyer looked into it at the time.
- Kara stated she has a further piece of evidence, a survey for Losee from 1986, showing that she likely owns the stake that went under the road. Bill Schoppe replied that pins sometimes get moved in surveys and other events. She has not had a survey done.
- B. Schoppe read from a letter from our lawyer dated June 17, 2024, "As I understand it, the applicant has submitted a survey of the subject property, as well as a deed. These things are generally considered to be sufficient to allow an application to proceed forward for review on the merits. If neighbors submit conflicting deeds or surveys, then the Planning Board should ask the applicant to review those and to provide a legal opinion since the applicant has the burden of proof on all issues. However, if there is no conflicting evidence beyond statements, then the applicant has demonstrated sufficient right, title, or interest in the property to proceed. In that case, the Board should not postpone the application and require the parties to litigate their private claims."
- Mr. Losee provided all deeds with his application. He pointed out that there's a difference between a tax map and a survey. He said that no pins have been moved to the best of his knowledge. The pin that was hard to find is 50' to the west of the one at the edge of Kara's property. It was found under the road. Regarding the letter from Cunningham, it was based on the original deeds and the subdivision map. David Losee is willing to go back and ask Cunningham to review his letter in light of the amended subdivision. His focus was who owned Trim Lane.

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- Terry Cowan stated that the plans he's seen thus far are labeled "boundary survey." If you read the fine line on the plan, it's only to be used as a boundary survey. If you're doing a subdivision, you need to submit a subdivision plan, in which boundary lines are referenced by deed. If a surveyor stands by his job, Dave will have submitted a subdivision plan that says, "these are the dimensions of the lot I own, and these are the dimensions of the three lots I'm breaking off, etc. ..."
- B. Schoppe spoke about the difference in his mind between a subdivision and a housing development. Mr. Losee is not building houses. He's splitting up the lots in order to sell them.
- Terry stated that the way to do this is to provide a subdivision plan, per the Ordinance. It's important for the future sales of the lots. It would answer the majority of the questions that are being asked.
- Dick DeGrasse stated that he represents the Groundwater Protection Committee, and their interest is to be sure we have on record any potential sale that will include a swimming pool that taps into the sole-source aquifer. They would like any large-scale removal from the aquifer to register with the Town with location. Please notify any potential buyer.
- David Losee stated that this is not a final plan. A lot of information was left off the preliminary map. The surveyor, Don Richards, wants to make sure of a couple of details before he has a final plan. If the Planning Board approves the three lots, he will ask the surveyor to put all the information on the map.
- Todd Congdon stated he wrote a letter to the Planning Board about the maintenance of the roads that are outside the subdivision, piggybacking on the old subdivision that has substandard roads and fragile hills. This will put on Josh Conover, Tom Dexter, and Todd Congdon the extra load of building and maintenance. These are not Town roads.
- David Losee stated he had a buyer three years ago for the whole piece, but that deal fell through because the buyer reported to the real estate agent that someone who identified himself as a neighbor said, "If you buy this you're going to end up with a lawsuit." That went out to all the brokers. He thinks it was about the Corby piece. Now he's come up with something modest and clearly within the regulations. He tried to offer the other land to the Islesboro Islands Trust, but they are not interested.
- Tom Dexter stated that the Corby piece has been modified and is not deeded. It is extended into a property that is accessible from Trim Lane by about 50', but the original Corby piece had no access. It's worrisome that it's not deeded. As stated in his letter to the Planning Board, in a field survey, all boundary lines and pins need to be in, and there are two pins that were not surveyed on the south side of the Jones lot.
- Kara stated that she heard that our Town lawyer said that with deeds there is no reason to not move forward, but we are now talking about two pieces of this map that are not based on deeded land. She would like to know that the Planning Board will do a proper search of the deed of the road that was not built. If there is no deed, Maine Revised Statutes §3033, titled "Rights of action concerning ways deemed vacated," states that an abandoned or unbuilt road is divided in the middle.
- Terry reiterated that all of these questions would be answered with a subdivision plan. He would like the Planning Board to decide whether or not this is a complete application.
- Todd Congdon stated there is not a lot of water in this area.
- Kara stated she has four documents that disprove the 1985 Planning Board - Jesse Robinson plan, which was only signed by a partial Planning Board, and not based on deeds. She would like the Board to check deeds.

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**Public Hearing adjourned at 6:01 pm.**

**Regular Meeting called to Order at 6:11 by Chair Bill Schoppe.**

3. Approval of Minutes of June 17, 2024, Regular Meeting.

**Motion: To approve Minutes of June 17, 2024, as written, I. Jackson, seconded by G. Rivera. No discussion. Roll Call. Motion passed, 5 yes, 0 no, Unanimous.**

4. OLD BUSINESS

A. Land Use Ordinance

1. None

B. Development Review Ordinance

1. David & Joan Losee, Map 31, Lot 5E, Application MD 01-24, to subdivide the lot into four parcels.

- The applicant has submitted requested materials.
- I. Jackson read from the Ordinance §45-48 E 2 & 3, and stated that the Planning Board will require a field survey of boundary lines of the subdivision, giving a complete descriptive data of bearings and distances, made and certified by a licensed land surveyor. The corners of each lot shall be located on the ground and marked by monuments or pins. The plan shall indicate the type of monument set or found at each corner, and a copy of the deed from which the survey was based. Also require soil tests on each lot. One lot has a house, one has a test pit, and nothing on the other lot.
- David Losee stated the test pit is on Lot 3, and he believes there is a report, but he can't find it. He stated he will have it redone.
- There's a cemetery on the old Lot 5, with a series of headstones. There are also two stone circles. He will put these on the plan.
- Kara asked if historic indigenous sites require state-level approval. I. Jackson answered that there are setback requirements for a burial plot in the Town Ordinance. Kara stated that indigenous burial sites have different state requirements. David Losee said he was told that Sprague and Trim families were buried there, but he's not sure. He has a friend who does work with the Penobscot Nation, and he offered to sell that portion of the land to them. They were not interested. If he learns it's indigenous, he'll do whatever is necessary. I. Jackson stated that the setbacks would come up when someone wants to build. Per §45-48 F 16, we need burial grounds on the map.
- Terry Cowan asked about other requirements for a subdivision plan. B. Schoppe answered that §45-48 E 4 states, "A copy of all deed restrictions, easements, rights-of-way, or other encumbrances currently affecting the property."

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- Cressica Brazier pointed out that §45-48 F contains a list for the plan. B. Schoppe read that list, 1 – 16.
- B. Schoppe asked if we have a completed application. I. Jackson stated she believes we do not have a completed application.
- David Losee stated he will place the missing pins and mark the Cemetery on the map. The data all exists, and he will provide a more complete plan if we are close to approval.
- B. Schoppe stated we are looking for:
  1. Everything outlined in §45-48
  2. Stakes visible for site review
- Todd Congdon asked if flags will be between the proposed Lots 3 & 4.
- J. West stated we need clarification from the Town attorney:
  1. What they're calling Lot 4 will be retained by Mr. Losee, so it may not be considered the creation of another lot.
  2. Define on the final site plan the 50' right of way, currently called Trim Lane, and all the proposed rights of way for the lots. They need to show a 50' right of way for the subdivision road.
  3. Hammer-head or cul-de-sac at the end of the road for turnaround for emergency vehicles, and have it identified on the plan. (§45-81.1)
  4. Prior to any sale of the lots, the road should be upgraded to Town standards.
- David Losee stated he doesn't propose to build any roads. Jones and Dexter built the current driveway that runs down the 50' right of way along the proposed Lot 3. He's trying to sell land that has frontage on the existing Trim Lane.
- Todd Congdon stated that according to 45-28.A, "No lot in a subdivision may be sold, leased or otherwise conveyed before the road upon which the lot fronts is completed in accordance with the provisions of this chapter." You can't do the road work later.
- David Losee stated that there's no road work to be done. The road exists. Kara asked about Lot 2. It does not have frontage on Trim Lane. There's a driveway for access.
- Terry stated that there's a difference between a road and a right of way. A road offers frontage, and a right of way offers access to a deeper lot. He would like to know what a real estate agent says about how she evaluates a property that's for sale.
- W. Huntington Evans replied that there are some things that make a lot more valuable, and things that simply give access. Any lot to be sold at least needs access.
- David Losee stated that Babe Hatch has been authorized to do some work on the roads.
- W. Huntington Evans asked if David Losee has considered that in the deeds for each of the proposed lots, making sure that everyone shares equally in the maintenance. David agreed and shared his experience with trying to establish an agreement with IME.
- A Road Association agreement should have been set up originally, but never was. W. Huntington Evans stated it's common in an agreement for all homeowners to get together once a year and discuss what needs to be done, and everyone has to agree at the meeting. However, it may not be up to the Planning Board to make that happen. We will ask the lawyer.

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**Motion: To table Application MD 01-24 for updated plan per criteria of §45-48, clarification from the attorney on road frontage on Lots 2 & 3, clarification on the easement proposed for the right of way on the south end of Lot 2, and information from the applicant regarding septic system location, test pit, and details on the proposed easement to the shore, J. West, seconded by I. Jackson. Discussion about consulting with the attorney. Roll Call. Motion passed, 5 yes, 0 no, Unanimous.**

J. West added that per §125-33.B, "...each waterfront lot... shall have a minimum of 200 feet of shore frontage per dwelling unit and not less than 150 feet of continuous frontage on a road, and no lot adjacent or not adjacent to tidal areas shall have less than 150 feet of frontage on the shore per dwelling unit nor less than 150 feet of continuous frontage on a road, *except that up to four lots may be served by a right-of-way of not less than 25 feet in width built and maintained at all times to allow access to all lots by emergency vehicles. ... When required by the Planning Board, turnouts shall be provided. Responsibility for maintaining the right-of-way shall be determined by the Planning Board at the time of approval.*" We need clarification from the attorney on this.

5. NEW BUSINESS

A. Land Use Ordinance

1. Nicholas Seymour & Deborah Owen, Map 42, Lot 7, Application LU 30-24, to construct a pier, ramp, & float, and to stabilize the shoreline.
  - Neither the applicant nor a representative was present. Thomas Fowler has been appointed as an agent and was aware.
  - Need site review and Harbor Master letter.
  - This is a woodpile-supported pier.
  - DEP and Army Corps of Engineers have both signed off.

**Motion: Table Application LU 30-24 for site review and Harbor Masters report, I. Jackson, seconded by B. Schoppe. No discussion. Roll Call. Motion passed, 5 yes, 0 no, Unanimous.**

Site Review: I. Jackson and J. West (W. Huntington Evans as an alternate) volunteered for site review, to be held Tuesday, July 23<sup>rd</sup> at 3:00.

D. Dyer will contact Thomas Fowler, and reach out to the Harbor Master.

B. Development Review Ordinance

1. None.

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6. OTHER BUSINESS

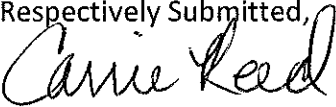
- CEO Report: None.
- People Wishing to Address the Planning Board: None.
- Correspondence: None.
- Committee Reports: None.
- Chair- Additional Business: Cressica Brazier as an Alternate member.

Cressica stated that she really wanted to participate and intended to, but recently found out that she got a position that will take her off island in the next couple of weeks. She can't commit at this time.

7. Adjournment of Meeting

**Motion: To adjourn meeting at 7:12 PM by B. Schoppe, seconded by I. Jackson. No Discussion.**

**Motion passed, 3 yes, 0 no, Unanimous.**

Respectively Submitted,  
  
Carrie Reed





Thomas H. Dexter  
1307 Trim Lane  
Islesboro, Maine 04848  
860 460-0949  
[tjwlr@sbcglobal.net](mailto:tjwlr@sbcglobal.net)

July 11, 2024

Islesboro Planning Board  
Islesboro, Me. 04848

Re. Application MD01-24 Map 31, Lot 5E

Dear Islesboro Planning Board,

As an abutter to Lot 5E there are a few concerns about the subdivision plan presented to the board on July 1, 2024.

I do not have a problem with Lot 1. The only thing I would add is that there is a marked cemetery on the property. §45-48, F(16) states that it should be marked on the map.

My only concern with Lot 2 is the 25' right of way that traverses the entire south side. This would essentially allow two separate driveways on the lot. There already is one. What is the reason for the right of way?

I have major concerns about Lots 3 and 4. §45-48 states: "The application for approval of a minor subdivision shall include the following information:"

(E2) "A field survey of the boundary lines of the subdivision, giving complete descriptive data by bearing and distances, made and certified by a licensed land surveyor. The corners of the subdivision and each lot shall be located on the ground and marked by monuments."

(F12) "The proposed lot lines with dimensions and lot areas."

Lot 3 has two boundary lines that do not have monuments. I surmise that this occurred when Lot 3 was redrawn and made smaller. Lot 3 lines no longer go to the southern end of land that has permitted access from Trim Lane. If Lot 4 was not redrawn encroaching from non-permitted access into permitted access land, this would not be an issue. I think that the Lot 3 property lines should be extended southerly to their original monuments.

Lot 4 has four unmarked boundary lines on the map, without monuments. Two are on the common south boundary of the Jones lot. The other two are where Lot 4 (previously referred to in deeds as the Joan Corby parcel, which specifically does NOT have access from Trim Lane) was extended on the map only, not with monuments, into property abutting Lot 3, which does have access from Trim Lane. Along with the 50' right of way on the westerly side of Lot 3, would appear to grant access to the small piece of Lot 4 (no monuments) on Sunset Acres. It is not a stretch that this is an attempt to access the rest of Lot 4, which is not permitted access from Trim Lane. The encroachment of Lot 4 onto Sunset Acres land could be litigious.

My questions and objections to the subdivision request is in no way meant to stop the Losees' want and right to sell their property. My purpose is to affirm the reason we all came to Sunset Acres 35+ years ago, to have a peaceful, tranquil environment.

Thank you for your attention to this complicated matter. Please do not hesitate to contact me for any further clarification.

Sincerely yours,

A handwritten signature in blue ink that reads "Tom Dexter". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Tom Dexter

Letter to the Islesboro Planning Board  
 Concerning the Losee subdivision proposal  
 By Todd Congdon July 9, 2024

As a co-owner of one of the private roads used to access the four lot subdivision proposed by David and Joan Losee, I continue to have serious concerns about the suitability of our roads to provide access for such a subdivision. When the original Sunset Acres lots were sold, the town didn't have a comprehensive plan with subdivision ordinances the way we do now. Today, the steepness of Josh Conover's Marshall Cove Road and our Trim Lane would not comply with subdivision road standards because there are several stretches with grades in excess of 20%. These have always made winter access a big challenge and year-round erosion control a never-ending job.

Here are the current design standards for subdivision roads.

45-81 G.

The following design standards in Table 1 apply according to road classification:

| <b>Table 1</b>                            |                             |                              |  |
|---|-----------------------------|------------------------------|--|
| <b>Description</b>                        | <b>Public Rights-of-Way</b> | <b>Private Rights-of-Way</b> |  |
| Minimum right-of-way width (feet)         | 50                          | 50                           |  |
| Minimum pavement width (feet)             | 18 to 20                    | 18 to 20                     |  |
| Minimum shoulder width (each side) (feet) | 2 to 4                      | 2 to 4                       |  |
| Minimum grade                             | 0.5%                        | N/A                          |  |
| Maximum grade                             | 6%                          | 10%                          |  |

The ordinance has some other provisions that raise red flags. Since Trim Lane is a dead end road, wouldn't the Losee's have to build a cul-de-sac according to the ordinance? Here are some pertinent sections:

45-28 A. No lot in a subdivision may be sold, leased or otherwise conveyed before the road upon which the lot fronts is completed in accordance with the provisions of this chapter

45-80 I. In addition to the design standards above, dead-end roads shall be constructed to provide a cul-de-sac turnaround with the following requirements for radii: (1) Sixty-five-foot property line radii and fifty-foot outer edge of travel way radii.

I for one would not like to see a cul-de-sac built on Trim Lane as they end up being late night drinking spots.

Unfortunately, the ordinance doesn't go so far as defining road requirements when a new subdivision uses pre-ordinance private roads like Marshall Cove Rd. and Trim Lane. But as the one who maintains Trim Lane after each downpour, it's very clear to me that increased traffic on our fragile, hilly roads will result in increased damage and more mishaps.

Islesboro's Comprehensive Plan defines a way that we feel is healthy for development to occur on our island. You can divide your property and sell a legal sized lot every 5 years. David Losee, in the previous Planning Board meeting, said he could have done it that way, but he was doing the subdivision "for the good of the neighborhood."

I don't think anyone in the neighborhood agrees with that. But everyone agrees that the Losee's could, without any special town permission, sell a lot this year, another one 5 years later, and a third one in ten years. The Losee's wouldn't have to improve any roads or saddle the neighborhood with rapidly increasing traffic and erosion problems. And they would probably make even more money on the total sale since land is a very solid investment.

This subdivision, on the other hand, would quadruple the rate of possible development in the neighborhood. Without any further permission from the town, the Losee's four lot subdivision could be divided into eight lots in five years and sixteen lots in ten years. The Losee's won't be around to deal with the road problems, but I plan to be. And for that reason I am solidly against this subdivision.

With this letter, I am attaching copies of several deeds that are pertinent to this discussion. First, the 1994 deed from Islesboro Marine Enterprises that transfers ownership of Trim Lane to Congdon and Dexter. The Losees hired a lawyer to investigate that deed. He determined that a 1985 Maine law effectively negated our ownership of the part of the road that was not built on the deeded land. But

he acknowledged that we do own about 165 feet of Trim Lane - approximately its first hill. The letter that Kara Masters Siekman brought to the previous planning board meeting was actually the findings of Losee's lawyer. Our lawyer, Lee Woodward of Belfast, who wrote the original IME deed, agreed with Losee's lawyer. He admitted he failed to take into consideration the 1985 change in Maine law, but assured us that Congdon and Dexter still own the first hill of Trim Lane.

When the Losee's real estate agent started advertising their entire lot for sale with a Trim Lane address, including a portion that had not been a part of Sunset Acres, we and the Dexters objected on the grounds that the non-Sunset Acres part had no legal right-of-way via Trim Lane. Tuck and Gerry Jones had bought a part of the non-Sunst Acres lot from Losee and also advertised it for sale with a Trim Lane address. We asked Lee Woodward to send the Losee's and the Jones's a letter requesting them to stop offering land for sale without a legal right-of-way.

Eventually we agreed to sign a corrective deed which granted the part of Trim Lane beyond the first hill to Losee and reiterates that Trim Lane is not a right-of-way to the non-Sunset Acres part of their land or any part of Jones's lot. I have included that 2023 corrective deed as well as the deed for the non-Sunset Acres part of Losee's land (a 1989 sale by Joan Corby, wife of Carl) and the 2014 deed for Losee's sale of part of the former Corby lot to Jones in which, out of thin air, a vague right-of-way description had been added referring to an access road that never existed. None of the right-of-way owners to the town road were asked for permission.

Having witnessed all that, I think the Losee's intend to use the small part of the Sunset Acres land that is bundled with the former Corby lot in their subdivision plan in order to eventually gain access there via Trim Lane. Without being so specific, they pretty much say this in their letter to abutters. And this is another reason that I am firmly against the subdivision.

I thank the planning board for considering these perspectives before making a decision.

Sincerely,  
Todd Congdon

Robynanne Congdon

(Robynanne is currently in Australia caring for her 97 yr. old mother + wanted me to add her name here, so I did!)



Trim Ln. - I ME to Congdon/Dexter 1994

BK 1456 PG 117

04318 **Know all Men by these Presents,**

**That** ISLESBORO MARINE ENTERPRISES, INC.

a Corporation organized and existing under the laws of the State of Maine and located at Islesboro

in the County of Waldo and State of Maine

in consideration of one dollar and other valuable considerations,

paid by TODD CONGDON and ROBYANNE CONGDON, both of Islesboro, County of Waldo, State of Maine, whose mailing address is Islesboro, Maine 04848, and THOMAS H. DEXTER and GLENDA G. DEXTER of Mystic, County of New London, State of Connecticut, whose mailing address is 12 West Main Street, Mystic, CT 06355,

the receipt whereof it does hereby acknowledge, does hereby grant,

release, bargain, sell and convey, and forever quit-claim unto the said

Todd Congdon and Robyanne Congdon and Thomas H. Dexter and Glenda G. Dexter, their

heirs and assigns forever,

an undivided one-half interest in and to the premises described below to Todd Congdon and Robyanne Congdon as joint tenants and not as tenants in common and an undivided one-half interest in and to the premises described below to Thomas H. Dexter and Glenda G. Dexter as joint tenants and not as tenants in common, and which said premises is situated in Islesboro, County of Waldo and State of Maine and more particularly bounded and described as follows, to wit:

Being that segment of road being fifty (50) feet in width and depicted upon the subdivision plan of Sunset Acres recorded in Waldo County Registry of Deeds, Plan Drawer 11, Page 125, being located northerly of Lot 7 as depicted upon said plan and southerly of Lots 5 and 6 and a portion of Lot 4 as depicted upon said plan. The northerly bound of the segment of road herein conveyed is more particularly bounded and described as follows, to wit:

Beginning at a set iron pin marking the southwesterly corner of Lot #6 as depicted upon said plan of Sunset Acres; thence N. 49° 44' 28" E. following the southerly bound of Lots #6 & 5, seven hundred (700) feet, more or less to a found iron pipe marking the southeasterly corner of Lot #5 upon said plan and located on the northerly bound of the subject roadway; thence continuing N. 49° 44' 28" E. following the southerly bound of Lot 4 upon said plan to a point located one hundred (100) feet westerly of that certain white stake marking the southeasterly corner of Lot 4.

The strip of road herein conveyed is conveyed subject to the right of others to utilize said roadway for access to and from their lots of record.

The Grantees by acceptance of this deed covenant and agree to maintain said road and to hold the Grantor herein harmless from any liability for the maintenance of said road.

It is meant and intended to describe and convey and does hereby convey a portion of that premises conveyed to Islesboro Marine Enterprises, Inc., by deed from Ray C. Ellis, et al; dated March 12, 1985, recorded in Waldo County Registry of Deeds, Book 845, Page 100.

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On ~~have~~ and in ~~hold~~ the same, together with all the privileges and appurtenances thereunto belonging, to them the said Todd Congdon and RobyAnne Congdon, as joint tenants and Thomas H. Dexter and Glenda G. Dexter, as joint tenants, their

Heirs and Assigns forever.

And the said Grantor Corporation does covenant with the said Todd Congdon and RobyAnne Congdon and Thomas H. Dexter and Glenda G. Dexter, their

Heirs and Assigns, that it will warrant and forever defend the premises to them the said Grantee,

Heirs and Assigns forever, against the lawful claims and demands of all persons claiming by, through, or under it.

In Witness Whereof, the said Islesboro Marine Enterprises, Inc.

has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Earl MacKenzie

, its President

thereunto duly authorized, this 11<sup>th</sup> day of May in the year one thousand nine hundred and ninety-four.

Signed, Sealed and Delivered in presence of

ISLESBORO MARINE ENTERPRISES, INC.

By *[Signature]*  
Earl MacKenzie  
Its President

(Corporate Seal)

RECEIVED WALDO SS.

1994 MAY 17 AM 10:35

State of Maine }  
Waldo

ATTEST: *Deloris Page*  
REGISTER OF DEEDS

5-11-1994

Personally appeared the above named Earl MacKenzie, President of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

*[Signature]*  
XXXXXXXXXXXXXXXXXXXX

Notary type or print name: *Lee Woodard Jr.* Notary Public

LW/mrg



Trim Lane  
Corrective Deed 2023

ATTEST: Stacy L Grant, Waldo Co Registry of Deeds

**QUITCLAIM DEED  
With Covenant**

**KNOW ALL PERSONS BY THESE PRESENTS**, That we, **TODD CONGDON and ROBYNANNE CONGDON**, of Islesboro, County of Waldo, State of Maine, and **THOMAS H. DEXTER and GLENDA G. DEXTER** of Mystic, Connecticut

in consideration of one dollar and other valuable considerations

paid by **DAVID B. LOSEE and JOAN LOSEE** of the Town of Camden, County of Knox, State of Maine, and whose mailing address is 7 Highland Ave., Camden, ME 04843

the receipt whereof we do hereby acknowledge, do hereby **remise, release, bargain, sell and convey**, and forever **quitclaim** unto the said **DAVID B. LOSEE and JOAN LOSEE**, as joint tenants and not as tenants in common, their heirs and assigns forever,

All fee title interest in that certain Islesboro, Maine, property being a portion of the premises conveyed to the Grantors herein by deed from Islesboro Marine Enterprises, Inc. recorded in Waldo Registry Book 1456, Page 117, said segment being more particularly bounded and described as follows:

Being that segment of road being fifty (50) feet in width and depicted upon the subdivision plan of Sunset Acres recorded in Waldo County Registry of Deeds Plan Drawer 11, Page 125, being located northerly of Lot #7 as depicted upon said plan and southerly of Lots 5 and 6 as depicted upon said plan. The northerly bound of the segment of road herein released is more particularly bounded and described as follows:

Beginning at a set iron pin marking the southwesterly corner of Lot #6 as depicted upon said Plan of Sunset Acres recorded in Plan Drawer 11, Page 125; thence North 49°44'28" East following the southerly bound of Lots 6 and 5 as depicted upon said plan seven hundred (700) feet, more or less, to a found iron pipe marking the southeasterly corner of Lot #5 as depicted upon said plan.

The fee title interest herein released being a portion, and portion only, of that premises conveyed by deed of Islesboro Marine Enterprises, Inc. to Todd Congdon and Robynanne Congdon and Thomas H. Dexter and Glenda G. Dexter dated May 11, 1994 recorded in Waldo County Registry of Deeds Book 1456, Page 117.

The Grantors herein retain all right, title and interest in and to that segment of the above referenced fifty (50) foot wide roadway as is located northerly of Lot #7 as depicted upon the aforementioned plan and southerly of Lot #4 as depicted upon said plan and which

"MAINE REAL ESTATE  
TRANSFER TAX PAID"

said strip of land is subject to the rights of all lot owners in Sunset Acres to utilize said roadway, together with the current and future owners of the Alice Chayes lot, so-called, as previously described in Waldo County Registry of Deeds Book 1189, Page 227 and which is depicted upon the aforementioned subdivision plan as the Karl Corby lot. The Alice Chayes lot, so called, should not be confused with the Joan Corby lot, so called, as described in deed to the grantees herein recorded in Waldo Registry Book 1129, Page 266, which has no right of access over the road segment retained by the Grantors herein.

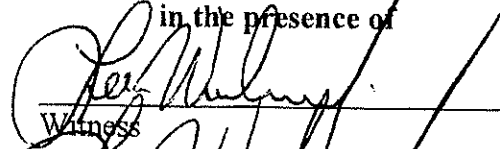
This release does not apply to the rights of the Grantors, their heirs, successors and assigns, to utilize those roadways serving the Sunset Acres Subdivision lots including that certain fifty (50) foot wide roadway passing through Lots 5 and 6, so called, as depicted upon that amended Subdivision Plan of a portion of Sunset Acres, recorded in Waldo Registry Plan Book 13, Page 31.

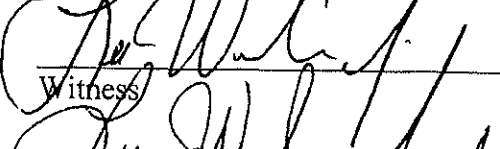
**TO HAVE AND TO HOLD** the same, together with all the privileges and appurtenances thereunto belonging, to the said **DAVID B. LOSEE and JOAN LOSEE**, as joint tenants and not as tenants in common, their heirs and assigns forever.

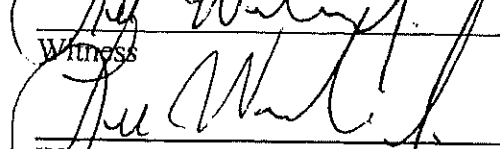
**AND** we do **COVENANT** with the said Grantees, their heirs and assigns, that we shall and will **WARRANT AND DEFEND** the same to the said Grantees, their heirs and assigns against the lawful claims and demands of all persons claiming by, through or under us.


In Witness Whereof, we, the said **TODD CONGDON, ROBYNANNE CONGDON THOMAS H. DEXTER and GLENDA G. DEXTER** have hereunto set our hands and seals this 17 day of the month of July, 2023.

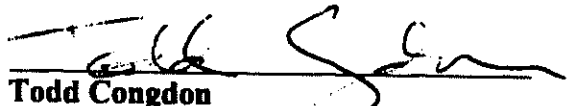
Signed, Sealed and Delivered  
in the presence of


  
\_\_\_\_\_  
Witness

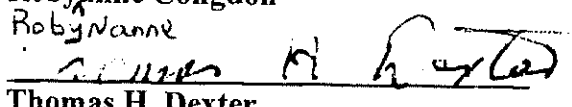
  
\_\_\_\_\_  
Witness

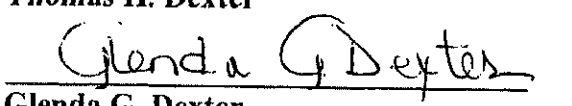
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
**Todd Congdon**

  
\_\_\_\_\_  
**Robynanne Congdon**  
Robynanne

  
\_\_\_\_\_  
**Thomas H. Dexter**

  
\_\_\_\_\_  
**Glenda G. Dexter**

Corby to Losee 1989

BK1129 PG266

09521  
WARRANTY DEED

I, JOAN W. CORBY, of Washington, District of Columbia, for consideration paid, grant to DAVID B. LOSEE and JOAN M. LOSEE, both of Riverton, Connecticut, whose mailing address is East River Road, Riverton, CT 06065, as Joint Tenants, with Warranty Covenants, a certain lot or parcel of land, together with any buildings thereon, situated in ISLESBORO, County of Waldo, State of Maine, more particularly bounded and described in 1968 as follows, to wit:

"BEGINNING on the shore of West Penobscot Bay at the northwesterly corner of land conveyed to these Grantees by Ray C. Ellis, Douglas I. Grinnell and Yeaton D. Randlett by deed recorded in the Waldo County Registry of Deeds on April 5, 1967; thence South 44 degrees East by said other land of these Grantees and Sunset Acres, to called, 1650 feet more or less, to a brook; thence crossing said brook and by land called Sunset Acres, 405 feet to a corner; thence by land formerly of Daniel Haynes, Anthony Coombs and Solomon Haynes southerly 500 feet to a stone bound, at other land of these Grantees as described in deed of Theodore L. Fowler recorded in the Waldo County Registry of Deeds in October 1966; thence North 40 degrees West by said other land of these Grantees and crossing the brook 755 feet to a stone bound; thence South 50 degrees West still by other land of these Grantees 202 feet to a stone bound; thence North 40 degrees West still by other land of these Grantees 317 feet to a stone bound; thence North 50 degrees East still by land of these Grantees 202 feet to a stone bound; thence North 40 degrees West still by land of these Grantees 815 feet to a stone bound; at the shore of West Penobscot Bay; thence continuing in same course to the low water mark on West Penobscot Bay; thence northeasterly by low water mark of West Penobscot Bay 600 feet, more or less, to the place of beginning, containing 24.49 Acres, more or less, and abutting other land of these Grantees on both sides."

MEANING AND INTENDING to describe and convey and hereby conveying the same premises as described in a warranty deed from Lloyd T. Pendleton to Karl W. Corby and Joan W. Corby, as Joint Tenants, dated June 27, 1968, recorded July 1, 1968 in the Waldo County Registry of Deeds in Book 668, Page 693. Joan W. Corby obtained title to the premises herein by virtue of being the surviving joint tenant, Karl W. Corby having deceased on January 22, 1987.

Paul A. Chapman, a Registered Land Surveyor in Maine, on or about July 28, 1989, rendered a preliminary opinion of acreage that the property hereby conveyed contains approximately 23.5 acres and 520 feet of shore frontage, as shown on the attached sketch.

WITNESS my hand and seal this 31<sup>st</sup> day of October, 1989.

Donna C. Barthe  
Witness

Joan W. Corby  
Joan W. Corby

STATE OF Maryland  
COUNTY OF Montgomery

October 31, 1989

Personally appeared the above named Joan W. Corby and acknowledged the foregoing instrument to be her free act and deed.

Before me,  
Donna C. Barthe  
Notary Public  
DONNA C. BARTE

Maine Real Estate Transfer Tax Paid

WEST PENOBSCOT BAY

Approx 520' ±  
Approx. mean high water  
Approx. TOP OF BANK

6.5' G.M.

117' ±

115' ± (tidal)

N/F CHAYES  
701/289  
Lines per 701/289

Approx. 23 1/2 Acres

dh in stone

KARL & JOAN COOBY  
662/693

OLD ROAD

Iron rod diam

N/F OLSON  
831/105

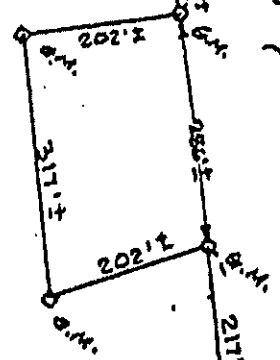
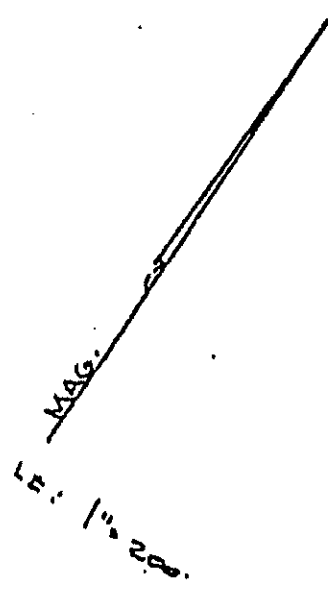
BROOK

N/F LESBORD TRUST  
804/583

610' ±

426' ±

545' ±



Losee to Jones  
2014

DEED

We, David B. Losee and Joan M. Losee, of West Hartford, Connecticut, for consideration paid, grant to Gerry S. Jones and Horace W. Jones, IV, whose mailing address is 13 Smith Court, Groton, Connecticut 06340, as joint tenants, the land, together with any buildings or improvements thereon, in Islesboro, Waldo County, Maine, bounded and described as follows:

Beginning at an 5/8" iron rod at the southeasterly corner of land now or formerly of Glenda Dexter and Thomas Dexter; thence S 53° 23" 00" W through land of Joan Losee 251.6 feet; thence N 38° 19' 00" W through said Losee land 580 feet, more or less, to the high water mark of West Penobscot Bay; thence northerly by said high water mark 235 feet, more or less, to the southerly line of said Dexter land; thence S 44° 06' 30" E by and along said Dexter land 56 feet, more or less, to a 5/8" iron rod; thence continuing S 44° 06' 30" E by and along said Dexter land 485.0 feet to a 3/4" iron rod; thence S 42° 06' 30" E by and along said Dexter land 223.4 feet to the point of beginning.

The above described premises are conveyed together with a right of way for purposes of a private residential way, including the right to install utility services, burdening a strip of land 25 feet in width, as now laid out and used, from the above described premises to the town road.

For our source of title, reference may be had to the deed to us from Joan W. Corby dated October 31, 1989, and recorded in the Waldo County Registry of Deeds in Book 1129, Page 266, the above described premises being a portion of the property conveyed by said deed.

Witness our hands and seals this 5 day of May, 2013. <sup>41 JML</sup> <sub>AK</sub>

"MAINE REAL ESTATE  
TRANSFER TAX PAID"

Louise A. Paris  
Witness  
LOUISE A. PARIS

[Signature]  
David B. Losee

Carol A. Ditaranto  
Witness  
Carol A. Ditaranto

Joan M. Losee  
Joan M. Losee

STATE OF CONNECTICUT

Hartford County

May 5, 2014

Personally appeared the above named David B. Losee and acknowledged before me the foregoing instrument to be his free act and deed.

Carol A. Ditaranto

Notary Public

CAROL A. DITARANTO  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 8/31/2015

Print or type name as signed





From Kara Masters-Siekman

**DISCLAIMER:**  
 WHILE EVERY EFFORT IS MADE TO ENSURE THE ACCURACY OF THESE TAX MAPS, THEY ARE PREPARED FOR ASSISTANT PROFESSIONAL ONLY. THE TAX MAPS FOR THE TOWN OF PENOBSCOT ARE PREPARED BY THE TOWN OF PENOBSCOT. THE TOWN OF PENOBSCOT DOES NOT GUARANTEE THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF ANY INFORMATION ON THESE MAPS AND IS NOT LIABLE FOR ANY LOSSES CAUSED BY ANY PERSON'S RELIANCE ON THESE MAPS. ALL COPYRIGHTS AND OTHER RIGHTS TO STATUTORY MATERIALS RESERVED TO THE TOWN OF PENOBSCOT. RESIDING OUTLINES ARE CURRENT TO 2023.

**PREPARED BY:**  
 AERIAL SURVEY AND PHOTO, INC.  
 646 AIRPORT ROAD PO BOX 650  
 HANNOVER, MAINE 04047  
 TEL 603 884-2000

**NOTE:**  
 WHITE STAIN PLANE COORDINATE GRID EAST ZONE, NAD 1983, US SURVEY FEET  
 BLUE SHADING AREA CALCULATED FROM PARCEL BOUNDARIES AS DEPICTED ON PLAN OR DEED OF RECORD.  
 DKO INDICATES AREA CALCULATED FROM PARCEL BOUNDARIES AS DEPICTED.

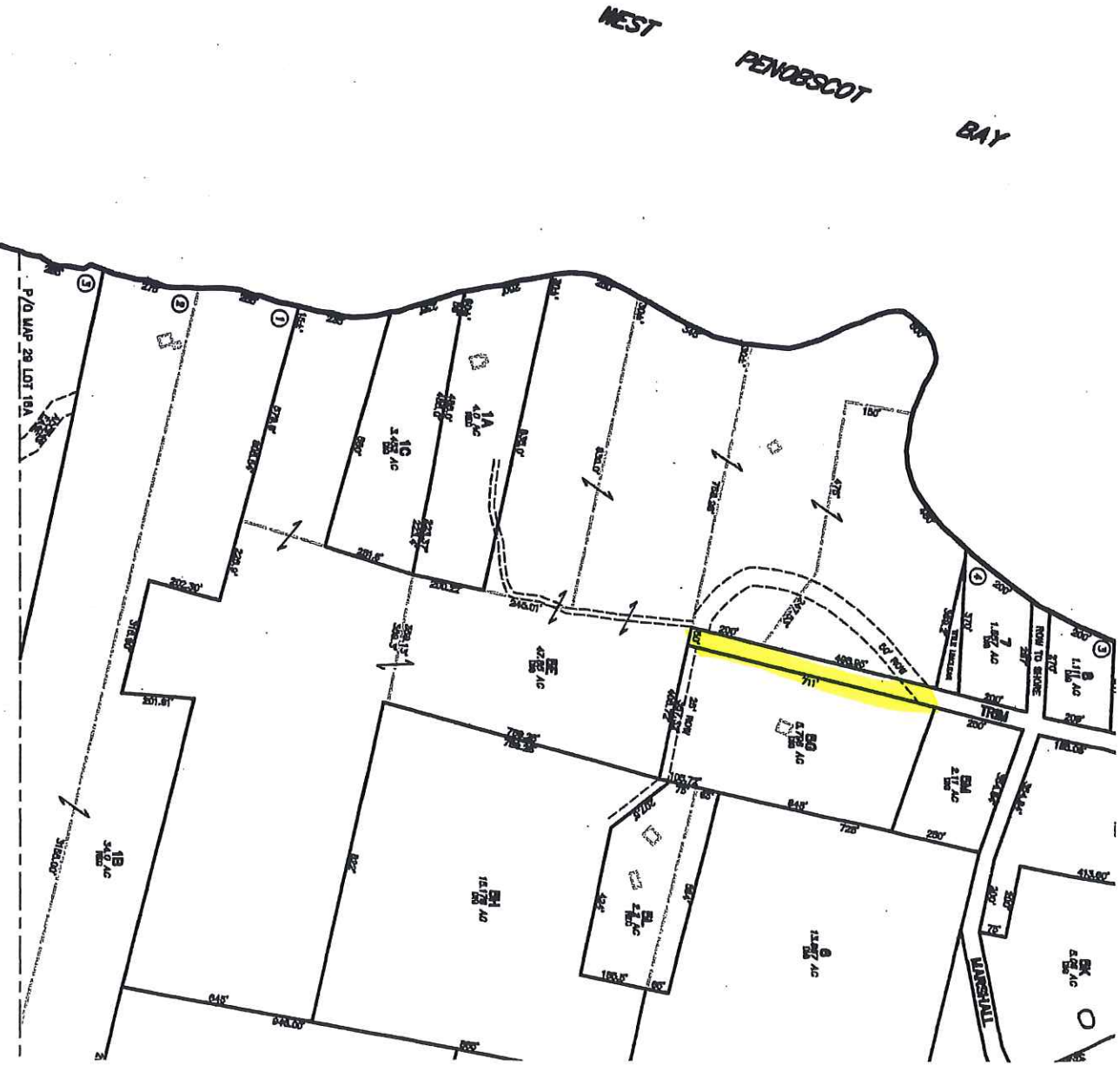


**MAP LEGEND**

Parcel Number: 17  
 Parcel Dimension: 114' x 114'  
 Parcel Area: 2.659 AC  
 Match Label: P/O MAP 28 LOT 17  
 Match Label: P/O MAP 28 LOT 17  
 Match Label: P/O MAP 28 LOT 17

**MAP LEGEND**

Parcel Bound  
 Road Right of Way  
 Easement Line  
 Private Right of Way  
 Wetland Edge  
 Building Footprint



**M28**

APRIL 1, 2023

SCALE 1 INCH = 200 FEET

John A. Cunningham Of Counsel  
jcunningham@eatonpeabody.com



167 Park Row, P.O. Box 9  
Brunswick, Maine 04011-0009  
Phone 207-729-1144 Fax 207-729-1140  
www.eatonpeabody.com

October 19, 2005

David B. Losee, Esq.  
Halloran & Sage, LLP  
One Goodwin Square, 225 Asylum Street  
Hartford, Connecticut 06103

Re: Roads on Islesboro property

Dear Dave:

You have asked for our opinion concerning the ownership of two road segments on and near your property in Islesboro. One road is a straight segment of a proposed road shown on the plan of the "Sunset Acres" subdivision, lying between Lot 7 on one side and Lot 4, Lot 5, and Lot 6 on the other side: I'll refer to this as the "Lot 7 Road." The other road leads from the Lot 7 Road, across your property, to the property of Dexter and Jones; I'll refer to this as the New Road. "Your property" means Lot 5 and Lot 6 of Sunset Acres and also an adjacent parcel formerly owned by Alice Chayes. The "Dexter and Jones property" is adjacent to your property and is a portion of the parcel formerly owned by Alice Chayes. The parcel formerly owned by Alice Chayes was not part of the Sunset Acres subdivision.

Your property, the Dexter and Jones property, and the land underlying both of the roads in question were all owned by Ellis, Grinnell, and Randlett in 1963, and they are the developers of Sunset Acres. It is usually the case in Maine that the land underlying roads shown on subdivision plans is included in the conveyances of the abutting lots, not because the deeds of the lots specify this, but because ME. REV. STAT. ANN. tit. 33, § 469-A, requires us to interpret most such deeds to include the abutting portions of the subdivision roads. Our Law Court has recently decided, however, that this statute does not apply in situations where the subdivision developer conveyed the ownership of the land under a road to another party before the statute was effective (September 29, 1987). In part, such a conveyance happened in your case.

By their deed dated March 12, 1985, and recorded in the Waldo County Registry of Deeds in Book 845, Page 100, Ellis, Grinnell, and Randlett conveyed a portion of the Lot 7 Road to Islesboro Marine Enterprises, Inc. The description in the "First Parcel" of this deed proceeds down the southeasterly sidelines of Lot 1, Lot 2, Lot 3, and Lot 4 to the southerly corner of Lot 4 (which is also the northeasterly corner of Lot 5). It then crosses the Lot 7 Road by an extension of the southwesterly line of Lot 4 to the northwesterly line of Lot 7. It then proceeds northeasterly along the northwesterly line of Lot 7 to the northerly corner of Lot 7. Therefore, this description does not include the portion of the Lot 7 Road lying adjacent to Lot 5 and Lot 6;



October 19, 2005

it only includes the portion of the Lot 7 Road lying adjacent to Lot 4. There is also a second parcel described in the deed, but it does not include the Lot 7 Road. The deed does contain a paragraph stating that its intention is to convey all of the roads in Sunset Acres, but Maine law is clear that a clause expressing a grantor's intention may not alter the description of the property conveyed in a deed. Ellis, Grinnell, and Randlett did not convey the remaining portion of the Lot 7 Road before the effective date of § 469-A in 1987.

When § 469-A became effective in 1987, then, the land under the Lot 7 Road abutting Lot 5 and Lot 6 was owned by the lot owners on either side, divided by the centerline of the road. The portion of the Lot 7 Road abutting Lot 4 was owned by Islesboro Marine Enterprises, Inc.

Confusion is likely to have been created by the deed from Islesboro Marine Enterprises, Inc., to the Congdons and the Dexters dated May 11, 1994, and recorded in the Waldo County Registry of Deeds in Book 1456, Page 117. This deed purports to convey the portion of the Lot 7 Road abutting Lot 6, Lot 5, and the southerly portion (all but the northerly 100) feet of Lot 4. Islesboro Marine did not own the portion of the road abutting Lot 5 and Lot 6, and so could not possibly have conveyed it. Therefore, this deed served only to convey a portion of the Lot 7 Road abutting Lot 4.

As of October 18, 2005, the land underlying the Lot 7 Road is owned as follows. The portion abutting Lot 5 and Lot 6, to the centerline of the road, is part of your property. The opposite portion is part of Lot 7, also to the centerline of the road. The portion beginning at an extension of the boundary line between Lot 4 and Lot 5 and extending northerly to a point 100 feet southerly of the easterly corner of Lot 4 is owned by the Congdons and the Dexters. The balance of the road is owned by Islesboro Marine Enterprises, Inc.

All of the owners of the Sunset Acres lots have the right to use the Lot 7 Road for purposes of a road. This easement is implied under Maine law: it is not necessary to have been stated in the deeds. Also, the parcel formerly owned by Alice Chayes was benefited by a granted easement conveying the right to use the Lot 7 Road. Therefore, the entirety of your property includes the right to use the Lot 7 Road. Under Maine law, those who have the right to use a road may clear interfering vegetation as may be necessary for passage, but do not have the right to pave or otherwise burden the soil without the permission of the landowner.

The New Road has two parts. The northerly part is located on the portion of your property that used to be Lot 5 and Lot 6. It curves away from the Lot 7 Road and was probably intended to be the Lot 7 Road but was moved westerly to accommodate the terrain (this is only my supposition). It is therefore a part of your property. It does not appear that anyone else has been granted any rights in this part of the New Road, but my assumption is that it has been used for over twenty years as a substitute for the Lot 7 Road. As a result, others may have acquired prescriptive rights to its use.

The second part of the New Road crosses the formerly-Chayes portion of your property and provides access to the Dexter and Jones property. It is located entirely upon and is a part of your property. An easement for its use was reserved in the deed to you from Glenda Dexter and

October 19, 2005

Thomas Dexter dated October 30, 1990, and recorded in the Waldo County Registry of Deeds in Book 1189, Page 279. (This deed also contains a grant of an easement to you located upon the property it conveys to you, which is a legal nullity.) Purportedly, this deed also reserved an easement for the benefit of Horace W. Jones, IV, "et ux" [*sic - probably intended to be "et uxor" or "et ux." so as to include his wife*]. However, it is not possible to reserve an easement in favor of one who is not a party to the deed, so this attempted reservation may be invalid. In some cases, our courts have recognized the validity of easements reserved as part of a multi-party arrangement effected through the contemporaneous delivery of several instruments, so it is possible the reservation in favor of Jones would be upheld. Even if it were found not to be directly valid, it is likely that the easement benefiting the Dexters would also benefit the portion of their property subsequently conveyed to Jones. This easement is limited to residential use.

In short, you are the owner of the roads crossing your property, and you may maintain or otherwise deal with them in any way you like, provided only that you do not interfere with the rights of passage held by others. Those who have easement rights may clear or cut vegetation only as is necessary for safe passage. The Congdons and the Dexters own a short segment of the access road lying just northerly of your property, but no part of the road upon your property. Your property is benefited by an easement to use the access road from your property to the public road.

I hope you will find this useful. Given the confusion caused by the deed from Islesboro Marine to the Congdons and the Dexters, I understand they may raise questions with their attorneys. I would be glad to provide further details if needed.

Yours sincerely,

John A. Cunningham

04318 Know all Men by these Presents,

That ISLESBORO MARINE ENTERPRISES, INC.

a Corporation organized and existing under the laws of the State of Maine and located at Islesboro in the County of Waldo and State of Maine in consideration of one dollar and other valuable considerations,

paid by TODD CONGDON and ROBYANNE CONGDON, both of Islesboro, County of Waldo, State of Maine, whose mailing address is Islesboro, Maine 04848, and THOMAS H. DEXTER and GLENDA G. DEXTER of Mystic, County of New London, State of Connecticut, whose mailing address is 12 West Main Street, Mystic, CT 06355,

the receipt whereof it does hereby acknowledge, does hereby release, release, bargain, sell and convey, and forever quit-claim unto the said

Todd Congdon and Robyanne Congdon and Thomas H. Dexter and Glenda G. Dexter, their

heirs and assigns forever, an undivided one-half interest in and to the premises described below to Todd Congdon and Robyanne Congdon as joint tenants and not as tenants in common and an undivided one-half interest in and to the premises described below to Thomas H. Dexter and Glenda G. Dexter as joint tenants and not as tenants in common, and which said premises is situated in Islesboro, County of Waldo and State of Maine and more particularly bounded and described as follows, to wit:

Being that segment of road being fifty (50) feet in width and depicted upon the subdivision plan of Sunset Acres recorded in Waldo County Registry of Deeds, Plan Drawer 11, Page 125, being located northerly of Lot 7 as depicted upon said plan and southerly of Lots 5 and 6 and a portion of Lot 4 as depicted upon said plan. The northerly bound of the segment of road herein conveyed is more particularly bounded and described as follows, to wit:

Beginning at a set iron pin marking the southwesterly corner of Lot #6 as depicted upon said plan of Sunset Acres; thence N. 49° 44' 28" E. following the southerly bound of Lots #6 & 5, seven hundred (700) feet, more or less to a found iron pipe marking the southeasterly corner of Lot #5 upon said plan and located on the northerly bound of the subject roadway; thence continuing N. 49° 44' 28" E. following the southerly bound of Lot 4 upon said plan to a point located one hundred (100) feet westerly of that certain white stake marking the southeasterly corner of Lot 4.

The strip of road herein conveyed is conveyed subject to the right of others to utilize said roadway for access to and from their lots of record.

The Grantees by acceptance of this deed covenant and agree to maintain said road and to hold the Grantor herein harmless from any liability for the maintenance of said road.

It is meant and intended to describe and convey and does hereby convey a portion of that premises conveyed to Islesboro Marine Enterprises, Inc., by deed from Ray C. Ellis, et al, dated March 12, 1985, recorded in Waldo County Registry of Deeds, Book 845, Page 100.

EX 1156 PG 118

To Have and to Hold the same, together with all the privileges and appurtenances thereunto belonging, to them the said Todd Congdon and RobyAnne Congdon, as joint tenants and Thomas H. Dexter and Glenda G. Dexter, as joint tenants, their

Heirs and Assigns forever.

And the said Grantor Corporation does covenant with the said Todd Congdon and RobyAnne Congdon and Thomas H. Dexter and Glenda G. Dexter, their

Heirs and Assigns, that it will warrant and forever defend the premises to them the said Grantee,

Heirs and Assigns forever, against the lawful claims and demands of all persons claiming by, through, or under it.

In Witness Whereof, the said Islesboro Marine Enterprises, Inc.

has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Earl MacKenzie

, its President

thereunto duly authorized, this 11<sup>th</sup> day of May in the year one thousand nine hundred and ninety-four.

Signed, Sealed and Delivered in presence of

ISLESBORO MARINE ENTERPRISES, INC.

By Earl MacKenzie  
Earl MacKenzie  
Its President

(Corporate Seal)

RECEIVED WALDO SS:

1994 MAY 17 AM 10:35

State of Maine  
Waldo

ATTEST: Deloris Page  
REGISTER OF DEEDS

5-11-1994

Personally appeared the above named Earl MacKenzie, President of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

Lee Woodard Jr.  
XXXXXXXXXXXXXXXXXXXX

Notary type or print name: Lee Woodard Jr. Notary Public

LW/mrg