

**Isle au Haut Planning Board  
Minutes of Meeting of March 22, 2016**

Regular Members Present: Bob Gerber (Chair), Dan MacDonald, Bill Clark (phone), Bill Calvert (phone)

Public Members Present: none

The Meeting was called to order by the Chair, Bob Gerber, at 7:05 PM at the Town Offices.

**Old Business:**

Approval of the Minutes of the February 24, 2016, Meeting

It was moved by Dan MacDonald and seconded by Bill Clark to accept the minutes of the February 24, 2016, meeting as printed. Motion carried: 4-0.

Report of Chair on matters he has dealt with since the previous meeting:

1. Review of two more revised lotting plans and sets of calculations by Sage Collins for Mike Fedosh and Ellen Scrivani to divide their lot on the East side into two parcels for purposes of division among direct family members. The purpose of the submission to the Planning Board is to demonstrate that the lot division would create two legal lots under the current Zoning Ordinances. The Chair reviewed both new plans and sent back comments (attached). With the fourth review, the Chair stated that there was sufficient doubt as to the actual land coordinates of the original lot boundaries and sufficient sensitivity as to the location of the lot boundaries relative to the Mean High Water Line that a sound determination cannot be made without pinning down the lot boundaries to a standard coordinate system.
2. Email of 3/1/16 to Matthew Skolnikoff concerning next meeting date and the fact that evidence of right, title & interest are still missing for the Pomeroy (Birch Point) road construction application. Skolnikoff is notified that he must be present at the meeting at which the Board deliberates in order to answer questions from the Board. (attached) Email of 3/15/16 to Skolnikoff stating that the "right, title and interest" submission has not yet been received and asking if it will be submitted (attached). Submission of Skolnikoff of 3/21/16 with copies of deeds and easements. (attached)
3. The Chair notified the Planning Board that the Board of Appeals hearing on the Jacobus appeal from the Planning Board interpretation of the Moore's Swale Resource Protection Zone will be sometime in May 2016 and that the Chair will attend but there is no need for the rest of the Board to attend.
4. Responded to a generic question from Due North surveyors about whether a subdivision of a previously-approved subdivision required Planning Board approval and whether or not we have subdivision regulations (attached).

**New Business:**

1. The Chair discussed the fact that the Pomeroy “right, title, and interest” documents had been submitted the previous day in the form of written deeds and easements. No survey plan was submitted and the Chair had not had time to plot out the metes and bounds to see where the boundaries lay on a coordinate-based plan. The descriptions were complex and would take some time to do the plot. Furthermore, the Agent for Ms. Pomeroy was not present at the meeting to respond to questions as the Chair previously requested of him. It was moved by Dan MacDonald and seconded by Bill Clark to table the consideration of the Pomeroy application to give time for the Chair to plot the deed descriptions and to request that the Agent appear at the next meeting to answer any questions the Board might have. Motion passed 4-0.

2. The Chair walked through the FEMA model Floodplain Management Ordinance and summarized what it does in its various parts. The Chair said that sometime in the next month he would prepare a redlined revision of the model Ordinance for review by the Board. Once the Board approves the redlined version, the Chair would then negotiate with FEMA and the State to try to obtain these changes.

There being no other business to come before the Board it was moved by Dan MacDonald and seconded by Bill Clark to adjourn the business meeting at 7:45 PM. Motion carried 4-0. The next meeting date was set for April 21, 2016, at 7 PM at the Town Hall.

Respectfully submitted,

Robert G. Gerber, Chair (and Secretary)

Attachments as noted above



Robert Gerber &lt;aframe73@gmail.com&gt;

---

## Re: Fedosh lot split

---

Bob Gerber &lt;aframe73@gmail.com&gt;

Thu, Mar 17, 2016 at 3:57 PM

To: sage@sagecollins.com

Cc: Mike Fedosh &lt;mikefedosh@gmail.com&gt;

This is turning out to be a very time-consuming and frustrating exercise for me and I am sure for you all, too. The problem is a lack of defined standard coordinates to pin down the lot on the face of the earth. The zoning maps, topography, and orthophotography are all georeferenced to a reasonably high degree and form the base from which I make my calculations. This lot seems to keep floating around in space.

I had no trouble bringing the AutoCAD file into ArcGIS. It had a coordinate system that seemed like it was close to the Maine State Plane Coordinate system, NAD83, two zone system. But when I brought it into the existing geodatabase for the island, the lots plotted out in the water, about 1350' to the east. The northwest corner northing was about right where I thought it should be, though. So I checked to see if this was in NAD27 or the 2000 three zone system, but it didn't work. So next I tried to translate westward to pin to the point I thought was probably the northwest corner. But this didn't make sense as it put the northeast corner too far to the north (see first attachment). I conclude that the grid was arbitrary and north did not represent MSG north. So I pinned the drawing on the northwest corner at one end where I thought it might be and the other pin was about mid-way along the 4' contour line on the shore (second attachment). This was closer, but when I plot the plan over the June 2014 Google Earth ortho, the driveway on the plan shows up being 20' to 30' south of where you can see it on Google Earth. I take this to mean that the driveway and house location were just sketched in and not located on the ground in an as-built location. This leaves me with no visible markers that I trust to pin on. In the previous attempt I made to georeference this (sent with my March 3rd email), I pinned the northwest corner at the same place but the property side lot lines were rotated just 2 degrees clockwise from this current attempt. With a 2-degree rotation, the subdivision fails the spaghetti lot test.

Given the sensitivity of the result to the exact manner in which the lots are georeferenced and the lack of good data to really pin down the lots in a standard reference grid, I do not feel confident enough of the data to recommend to the Planning Board to issue a letter stating that the lots meet the lot dimensional standards at this time. We would be willing to do this, however, if you field-acquired coordinates on lat-long, UTM, or MSG at monumentation near the four corners of the existing undivided lot so this could be accurately georeferenced. This should be able to be done with standard survey-grade differential GPS equipment. Due North Surveying is doing this on a regular basis now out at Isle au Haut. For future reference, all subdivisions coming to the Planning Board for approval while I am on the Board will have to have lines that are defined by field-acquired coordinates in a standard grid system. The two or three subdivisions I have dealt with in the past year have been absolute nightmares due to the lack of knowing where they actually lay with respect to the high definition zoning boundaries, LiDAR, and orthophotos.

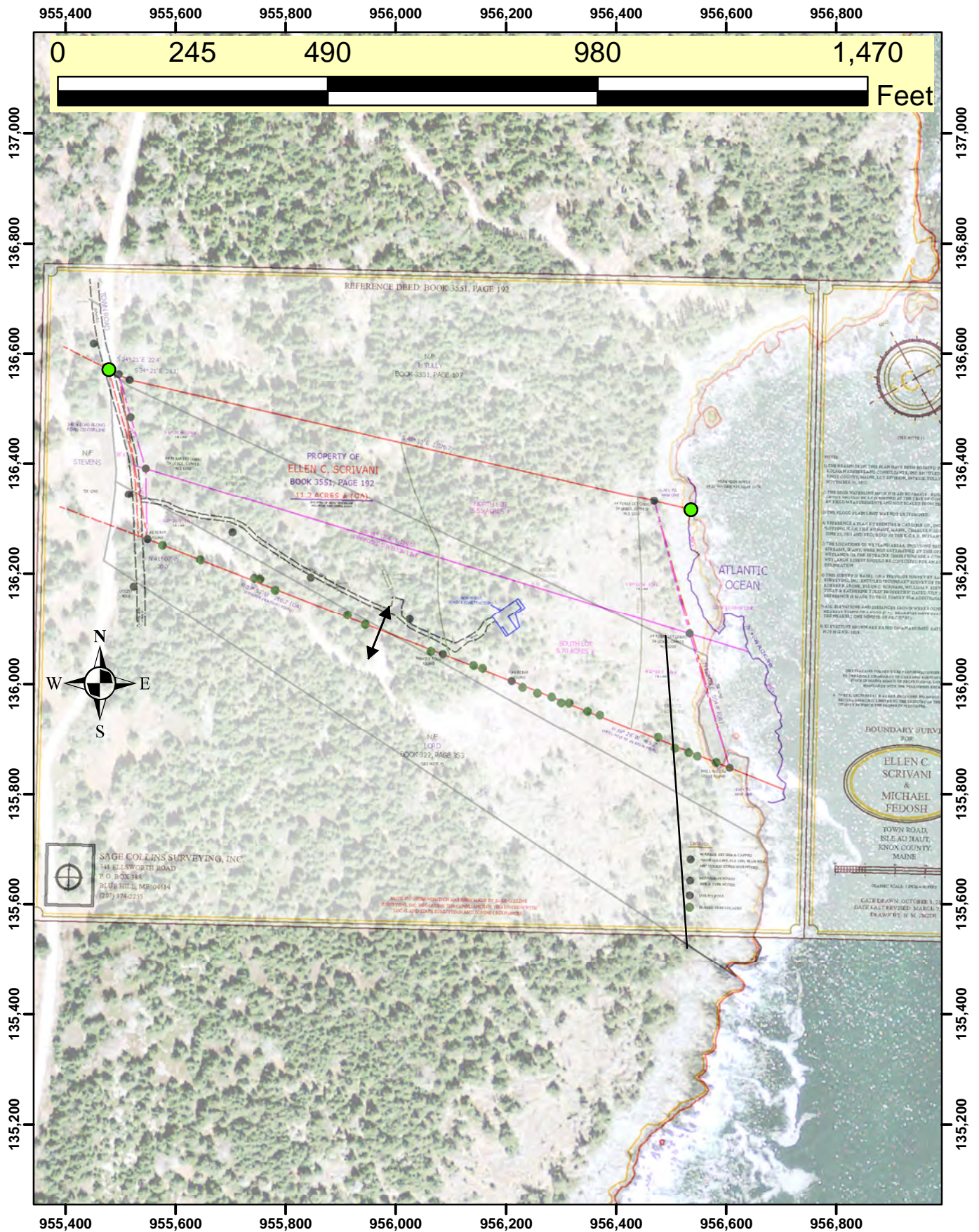
Best regards, Bob

[Quoted text hidden]

---

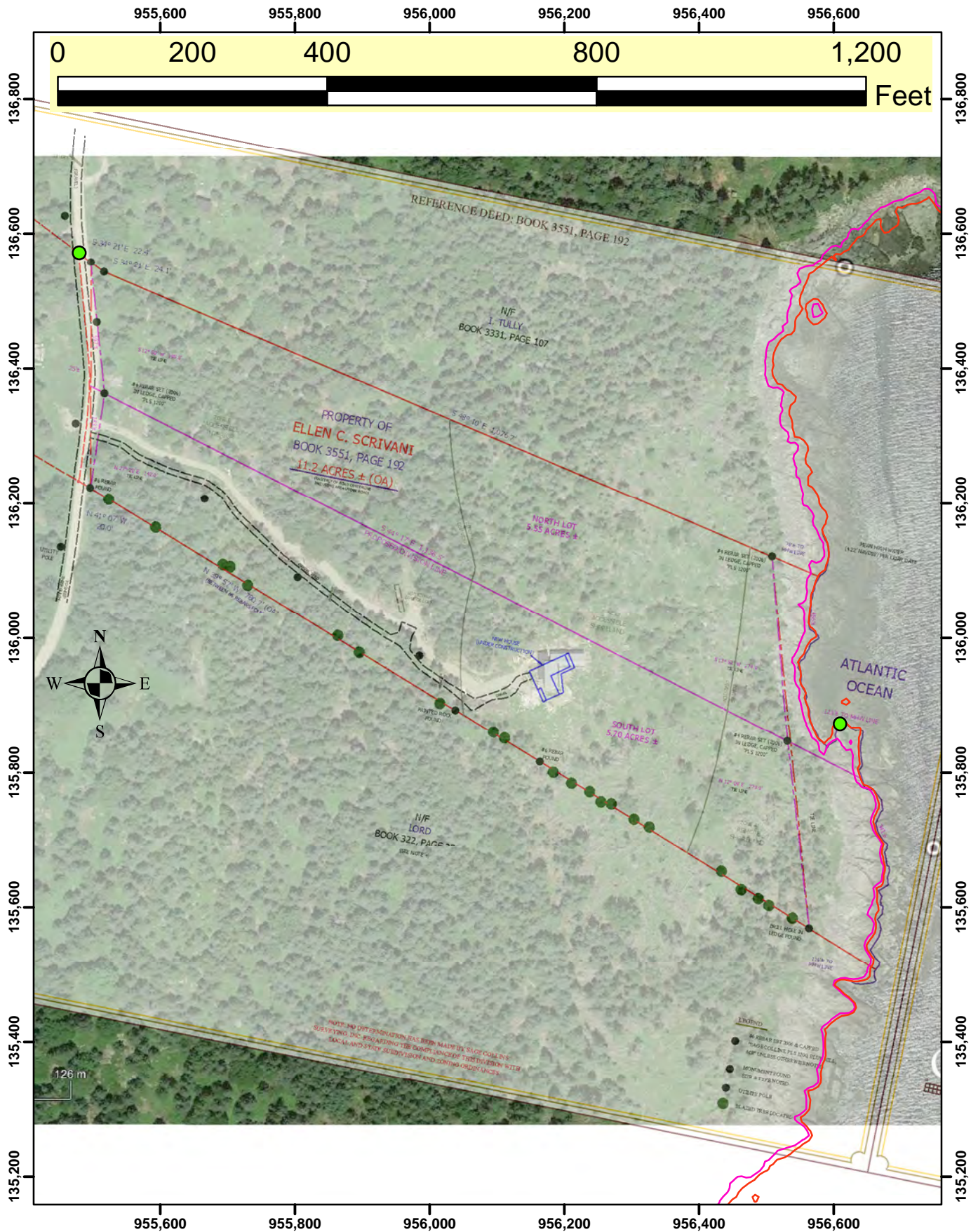
### 2 attachments

matching northern lot line corners.pdf  
1987Kmatching NW crnr & mid-shore MHW.pdf  
1500K



Attempt at matching coordinantes of northern lot line corners  
 Showing Scrivani/Fedosh proposed subdivision  
 Maine State Plane, NAD83, East Zone, Ft--ortho is 2013  
 RGG 3/16/16

Map



Attempt at matching NW corner and MHW line at mid-shore  
 Showing Scrivani/Fedosh proposed subdivision  
 Maine State Plane, NAD83, East Zone, Ft--ortho is 6-22-14  
 RGG 3/17/16

Map

Fedosh Property  
 Isle au Haut  
 March 7, 2016

**Minimum Lot Size**

<b>North Lot</b>	Zone Area	%	Min Lot Size	Contribution
Zone A	0.70 ac	.13	10 ac	1.26 ac
Zone B	2.57 ac	.46	2 ac	0.93 ac
Zone C	2.28 ac	.41	0.7 ac	0.29 ac
	-----	----		-----
	5.55 ac total	1.0		2.48 ac Min Lot Size Requirement

\*\* Lot meets min lot size requirement

<b>South Lot</b>	Zone Area	%	Min Lot Size	Contribution
Zone A	1.51 ac	.26	10 ac	2.65 ac
Zone B	2.30 ac	.40	2 ac	0.81 ac
Zone C	1.89 ac	.34	0.7 ac	0.24 ac
	-----	----		-----
	5.70 ac total	1.0		3.70 ac Min Lot Size Requirement

\*\* Lot meets min lot size requirement

**Spaghetti Lot Determination**

<b>North Lot</b>	Shoreline HW Chord	Lot Line Lengths	Ave.	Min Shoreline Req'd
	306'	1200' & 1285'	1242.5'	248.5'

\*\* Lot meets 'Spaghetti Lot' size requirement

<b>South Lot</b>	Shoreline HW Chord	Lot Line Lengths	Ave.	Min Shoreline Req'd
	284'	1285' & 1387'	1336'	267.2'

\*\* Lot meets 'Spaghetti Lot' size requirement



Robert Gerber &lt;aframe73@gmail.com&gt;

---

## Fedosh lot split

---

Bob Gerber &lt;aframe73@gmail.com&gt;

Fri, Mar 4, 2016 at 1:23 PM

To: sage@sagecollins.com, Mike Fedosh &lt;mikefedosh@gmail.com&gt;

Hi, Sage.

Please send the dwg file. I can read points and lines and polygons in my ArcGIS. It is just the annotation that suffers. We also have AutoCAD at my office and if I need to, I can have a guy there translate it for me to ArcGIS. We do it all the time.

The calculations should be made based on the shoreline intersections with MEAN HIGH Water line, not the HAT that DEP uses for the Shoreland Zone and NRPA setback calculations. All the minimum lot size and setbacks in the Town Zoning Ordinance (as opposed to the State-mandated Shoreland Zoning Ordinance) are based on Mean High Water. I generally use the 4' NAVD88 contour from the state 2-ft contour map for these purposes, but if you want to interpolate to put a finer edge on it, that is OK. The tidal datums chart that FEMA accepted for the formal flood map appeal I made on Head Harbor is attached. Note that Mean High Water is 4.22' NAVD88. So re-calculate using lot side line lengths and shoreline chords with intersections on the Mean High Water line and send that to me plus the dwg file.

I am just heading off for 10 days to Hawaii for the wedding of my oldest daughter (she is almost 30, so it is about time) and will look at this when I get back on March 15th.

Best regards, Bob

[Quoted text hidden]



Head Harbor Tidal Datums.pdf  
39K

Isle au Haut Tidal Datums

	<b>NGVD29, meters</b>	<b>MLLW, meters</b>	<b>NGVD29, feet</b>	<b>MLLW, feet</b>	<b>NAVD88, feet</b>	<b>NAVD88, meters</b>	<b>MLW, feet</b>
FEMA 100-yr SWEL	2.86	4.33	9.40	14.21	8.71	2.65	13.62
FEMA 10-yr Tidal Flood	2.71	4.18	8.89	13.70	8.20	2.50	13.11
Mean Higher High Wtr	1.69	3.16	5.54	10.35	4.85	1.48	9.76
Mean High Water	1.50	2.97	4.91	9.72	4.22	1.29	9.13
NAVD88	0.21	1.68	0.69	5.50	0.00	0.00	4.91
Mean Sea Level	0.09	1.56	0.31	5.12	-0.38	-0.12	4.53
NGVD29	0.00	1.47	0.00	4.81	-0.69	-0.21	4.22
Mean Low Water	-1.29	0.18	-4.22	0.59	-4.91	-1.50	0.00
Mean Lower Low Water	-1.47	0.00	-4.81	0.00	-5.50	-1.68	-0.59





Robert Gerber &lt;aframe73@gmail.com&gt;

---

## Fedosh lot split

---

Sage Collins &lt;sage@sagecollins.com&gt;

Thu, Mar 3, 2016 at 9:46 AM

Reply-To: sage@sagecollins.com

To: aframe73@gmail.com, Mike Fedosh &lt;mikefedosh@gmail.com&gt;

Bob,

Mike and I have been going back and fourth on this lot split so I thought I would contact you directly. We did the original split survey back in 2006. This predated much of the newer technology that is available today. As you suggested we imported Lidar data into our survey cad program and overlaid it with the survey data. We recalculated the high water line based on the HAT ( Highest Annual Tide ) and used that line for shoreline info. Attached are my calculations based on my survey and the HAT line.

According to these calculations the lot conforms as it was originally divided.

I can send you the DWG cad file but it takes an Auto cad program to use it. The PDF was plotted from the dwg and shows the dimensions.

Thanks for your help on this,

Best,

Sage

—

Sage Collins PLS 1200

Sage Collins Surveying

341 Ellsworth Rd

PO Box 388

Blue Hill, Maine 04614

[207-374-2255](tel:207-374-2255)

---

### 2 attachments



Fedosh Property Calculations - IAH 2-12-16.pdf

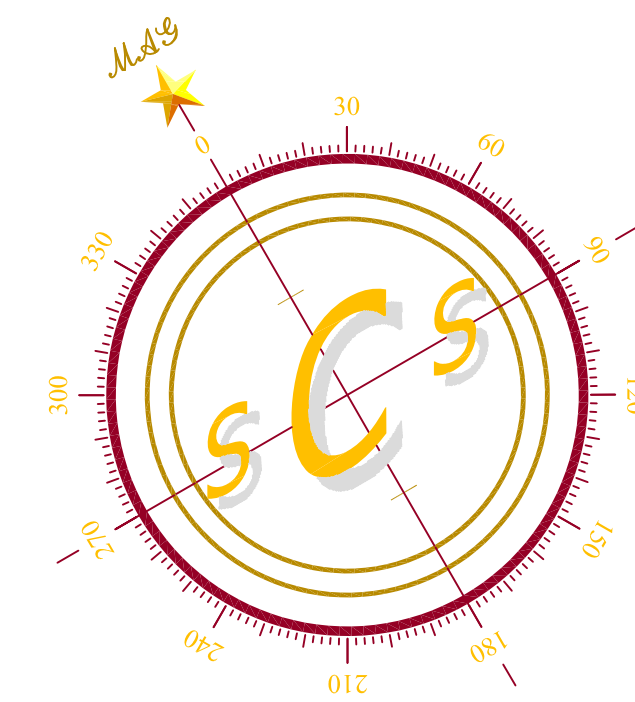
76K



Fedosh - IAH 2016.pdf

738K

REFERENCE DEED: BOOK 3551, PAGE 192



(SEE NOTE 1)

NOTES:

- 1) THE BEARINGS ON THIS PLAN HAVE BEEN ROTATED TO A PLAN BY KOLMAN TIMBERLAND CONSULTANTS, INC. ENTITLED "ISLE AU HAUT, KNOX COUNTY, MAINE, LOT DIVISION, PATRICK TULLY" DATED NOVEMBER 11, 1975.
- 2) THE HIGH WATERLINE SHOWN IS APPROXIMATE. BUILDING SETBACK LIMITS SHOULD BE DETERMINED AT THE TIME OF CONSTRUCTION BY FIELD MEASUREMENTS AND NOT SCALED FROM THIS PLAN.
- 3) THE FLOOD PLAIN LIMIT WAS NOT DETERMINED.
- 4) REFERENCE A PLAN BY PRENTISS & CARLISLE CO., INC. ENTITLED "LOTING PLAN, ISLE AU HAUT, MAINE, CHARLES V. LORD" DATED JUNE 25, 1951 AND RECORDED AT THE K.C.R.D. IN PLAN BOOK 6, PAGE 7.
- 5) THE LOCATIONS OF WETLAND AREAS, INCLUDING BROOKS AND STREAMS, IF ANY, WERE NOT DETERMINED BY THIS OFFICE. IF WETLANDS OR THE SETBACKS THEREFROM ARE A CONCERN, A WETLANDS EXPERT SHOULD BE CONSULTED FOR AN ACCURATE DELINEATION.
- 6) THIS SURVEY IS BASED ON A PREVIOUS SURVEY BY SAGE COLLINS SURVEYING, INC. ENTITLED "BOUNDARY SURVEY OF THE CAROL J. & ROBERT F. LEONE, ELLEN C. SCRIVANI, WILLIAM F. STEVENS, IAN TULLY & KATHERINE TULLY PROPERTIES" DATED JULY 20, 2006. REFERENCE IS MADE TO THAT SURVEY FOR ADDITIONAL NOTES.
- 7) ALL ELEVATIONS AND DISTANCES SHOWN WERE ROUNDED TO THE NEAREST TENTH OF A FOOT (0.1'). BEARINGS HAVE BEEN ROUNDED TO THE NEAREST ONE MINUTE OF ARC (0° 01').
- 8) ELEVATIONS SHOWN ARE BASED ON AN ASSUMED DATUM AND ARE NOT N.G.V.D. 1929.

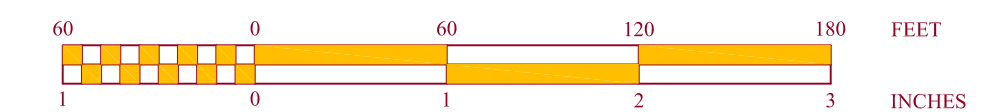
THIS PLAT AND SURVEY WERE PERFORMED UNDER MY SUPERVISION TO THE LOCAL STANDARDS OF CARE AND SUBSTANTIALLY MEETS THE STATE OF MAINE BOARD OF PROFESSIONAL LAND SURVEYORS STANDARDS WITH THE FOLLOWING EXCEPTIONS:

- A. PART 2, SECTIONS 4.1 & 4.2 ARE EXCLUDED INASMUCH AS THE RECORD SEARCH IS LIMITED TO THE REGISTRY OF DEEDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED.

BOUNDARY SURVEY FOR

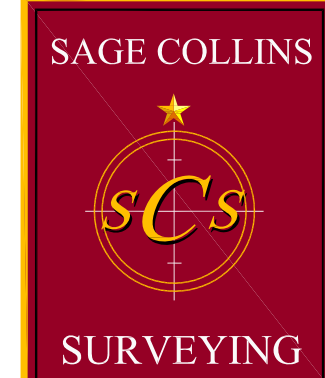


TOWN ROAD, ISLE AU HAUT, KNOX COUNTY, MAINE



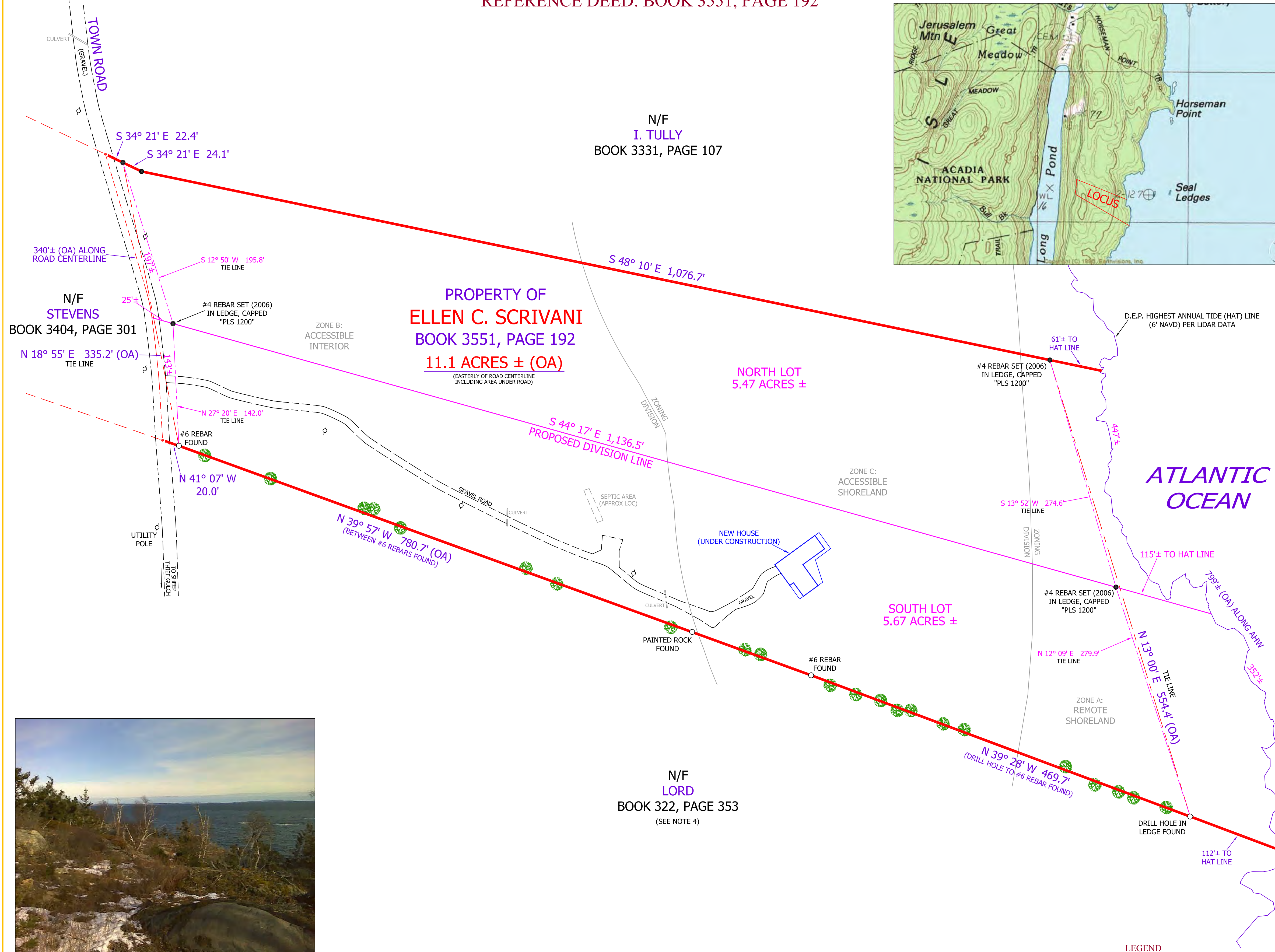
GRAPHIC SCALE: 1 INCH = 60 FEET

DATE DRAWN: OCTOBER 8, 2014  
DATE LAST REVISED: FEBRUARY 4, 2016  
DRAWN BY: N. M. SMITH



SAGE COLLINS SURVEYING, INC.  
341 ELLSWORTH ROAD  
P. O. BOX 388  
BLUE HILL, ME 04614  
(207) 374-2255

NOTE: NO DETERMINATION HAS BEEN MADE BY SAGE COLLINS SURVEYING, INC. REGARDING THE COMPLIANCE OF THIS DIVISION WITH LOCAL AND STATE SUBDIVISION AND ZONING ORDINANCES.



- LEGEND
- #6 REBAR SET 2006 & CAPPED  
"SAGE COLLINS, PLS 1200, BLUE HILL, ME" UNLESS OTHERWISE NOTED
  - MONUMENT FOUND  
SIZE & TYPE NOTED
  - ⊕ UTILITY POLE
  - BLAZED TREE LOCATED



Robert Gerber &lt;aframe73@gmail.com&gt;

---

## Pomeroy Application

---

mattsco@tds.net <mattsco@tds.net>  
To: Bob Gerber <aframe73@gmail.com>  
Cc: Pomeroy wendy <wmpom@comcast.net>

Mon, Mar 21, 2016 at 8:53 AM

TO: ISLE AU HAUT PLANNING BOARD

FROM: MATTHEW SKOLNIKOFF FOR WENDY POMEROY

3.21.16

We are hoping that the Planning Board will be able to approve at least the tree cutting portion of this permit application - or for the driveway construction as well with the caveat that the erosion/sedimentation plan be forthcoming and approved prior to the driveway construction. We need to get started on this project now. This is a very small driveway on basically flat land nowhere near the immediate shoreline and as such should be straightforward in terms of approval.

### DEEDS

Attached are the Filler and Mathias deeds from the recent real estate transactions where Ms Pomeroy sold property to the Fillers and to the Mathiases along with the right of way to the remaining Pomeroy property which crosses a brief section of property now owned by Filler (the section behind the Filler's garage). The original deed to the property, much of which Ms. Pomeroy retained, is on file at the town office but I cannot access that because the office is locked. It is located in a file cabinet about five feet from where the Planning Board Chairman sits at the meeting table. I was part of the meeting last Fall where it was agreed by the Fillers and Ms Pomeroy as to the exact location of the right of way behind the Fillers garage. All parties, including the Mathiases, know where the route will pass behind the garage and have assented.

### TREE CUTTING & BRUSH REMOVAL PLAN

I will cut the trees and I will burn the brush and dead trees on site. More than half the route is through an area of dead blowdown trees and dead standing trees. There is a chance that dry weather might preclude burning some of the heavier materials (big chunks of dead trees, etc.) that burn for a long time and they will be stacked off to the side of the driveway route if that were necessary then burned at a later time when conditions for a long burn were present. No brush will be stacked within 100 feet of the shore if it cannot be burned on site immediately or soon after cutting. Bill Stevens will use heavy equipment to remove some tree stumps that are in the immediate driveway and remove them from the site to burn at his gravel pit lot when conditions permit. A small amount of firewood might be produced by the cutting and will be stacked for late use, again, none anywhere near the shoreline.

### ROUTE

The route of the driveway is as such:

1. Behind the Filler's garage, slightly rolling terrain, live white spruce approximately 15 years old.
2. Small clearing with some very young spruce and bayberry bushes that have grown in since it was last cleared. Slightly rolling terrain.
3. Most of the route is through a patch of dense dead blowdowns and dead standing spruce. Basically flat terrain.
4. Flat terrain with live spruce of various ages, most of which are diseased and likely to blowdown in the near

future.

The route will be at least 25 feet from the small wetland that has water in it after storms. There is no running water (streams, storm runoff streams, etc. in or near the project area). This project will not disturb the soil much or require lots of fill. It is to be a basic, minimal driveway and not a large road such as the new road to Rich's Point. Removing the dead trees and other trees will not result in any erosion, sedimentation, or large openings in the forest canopy (if any). The closest the driveway will come to the shoreline is 100 feet. The exact route on the Pomeroy-owned portion will be determined as it is cut since the area is such a mess of tangled blowdowns it is hard to see where the flattest area is located. It will, in any case, be located approximately as indicated in the previously submitted diagram. If you should go down there to see the route, I cut a small path through the blowdowns but that path was the quickest in terms of where there was the least amount to cut. The actual route will be slightly to the right/north so as to be 25 feet or more from the wet area and on more level ground.

Pictures are attached that show the area the driveway will be constructed in, starting from the developed portion of Birch Point and heading out toward the eventual house site near the far shore.

---

#### 10 attachments



pomeroy driveway route 1.JPG  
302K



pomeroy driveway route 2.JPG  
322K



pomeroy driveway route 3.JPG  
322K



pomeroy driveway route 4.JPG  
341K




pomeroy driveway route 5.JPG  
317K





pomeroy driveway route 6.JPG  
317K



pomeroy driveway route 7.JPG  
310K

 Amendment to Easement Agmnt 4992-164.pdf  
111K

 Filler deed 4992-156.pdf  
191K

 Mathias deed 4992-161.pdf  
86K



















## AMENDMENT TO EASEMENT AGREEMENT

THIS AMENDMENT is made as of the 3d day of December, 2015 by and between **Wendy Pomeroy**, of Kittery, Maine (hereinafter "Pomeroy"), as successor in title to Margaret S. Pomeroy, **J. Nicholas Filler** and **Colleen Teasdale Filler**, both of Conway, Massachusetts (hereinafter collectively "Filler") and **Charles B. Mathias** and **Robert F. Mathias**, both of Washington DC (hereinafter collectively "Mathias"), as successor in title to Ann B. Mathias.

Margaret S. Pomeroy and Ann B. Mathias entered into a certain Easement Agreement dated January 17, 1989, recorded in said Registry at **Book 1327, Page 41**, the terms of which are incorporated herein by reference (hereinafter the "Easement") relating to easements and rights benefiting and burdening lands of Pomeroy and Mathias described in Exhibits A and B, respectively, and depicted on Exhibit C thereto.

After the date of said Easement, certain lots or parcels of land located within the Pomeroy Property were conveyed by Margaret S. Pomeroy to Ann B. Mathias by deed recorded in Book 2392, Page 234 and by Pomeroy to Mathias by deed of substantially even date to be recorded.

By deed of substantially even date herewith to be recorded, Pomeroy has further conveyed a portion of Pomeroy Property to Filler, with the benefit of various easements and rights set forth therein.

In accordance with Article IV of the Easement, additional parties may be admitted to the Easement as Pomeroy deems reasonably necessary and Pomeroy has deemed it reasonably necessary, and Mathias and Filler agree, that Filler become a party to the Easement.

In consideration of the mutual benefits contained herein, the parties acknowledge and agree as follows:

1. The description of the Pomeroy Property in Exhibit A to the Easement shall be amended to exclude the parcels conveyed by Margaret S. Pomeroy to Ann B. Mathias and by Pomeroy to Mathias referred to above.

2. The description of the Mathias property in Exhibit B to the Easement shall be amended to include the parcels conveyed by Margaret S. Pomeroy to Ann B. Mathias and by Pomeroy to Mathias referred to above.

3. In the event of any discrepancy between the descriptions in Exhibits A and B as amended and the depiction of the same on Exhibit C, Exhibits A and B shall control.

4. Pomeroy shall have those rights and be bound by those obligations under the Easement as benefit and burden that portion of the Pomeroy Property as amended owned by Pomeroy as of the date hereof.

5. Filler shall have those rights and be bound by those obligations under the Easement as benefit and burden that portion of the Pomeroy Property as amended owned by Filler as of the date hereof.

6. Mathias shall have those rights and be bound by those obligations under the Easement as benefit and burden the Mathias Property as amended.

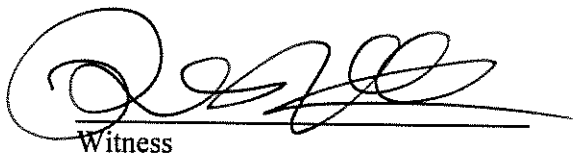
7. The Easement is amended to include Filler as an additional party to the same and Filler hereby agrees to be a party to the same and, as of the date hereof and hereafter, to comply with the covenants, conditions and restrictions as set forth in said Easement.

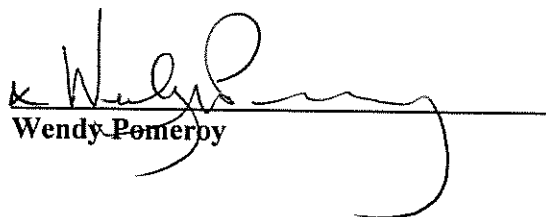
In all other respects, the Easement remains unchanged and in full force and effect.

Capitalized terms herein shall have the meaning set forth in the Easement.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed as of the date first above written. This Amendment may be executed in any number of counterparts, each of which shall constitute an original and all of which shall comprise one and the same instrument.

**[THIS SPACE LEFT INTENTIONALLY BLANK. SIGNATURE AND  
ACKNOWLEDGMENT CONTINUED ON THE NEXT PAGE.]**

  
Witness

  
Wendy Pomeroy

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Charles B. Mathias

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Robert F. Mathias

\_\_\_\_\_  
Witness

\_\_\_\_\_  
J. Nicholas Filler

\_\_\_\_\_  
Witness


\_\_\_\_\_  
Colleen Teasdale Filler

STATE OF MAINE

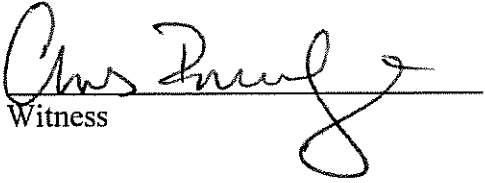
York County

DECEMBER 3, 2015

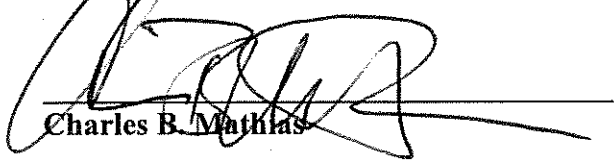
Then personally appeared before me the above-named Wendy Pomeroy and acknowledged the foregoing instrument to be her free act and deed.

  
Notary Public ~~ATTEST~~  
Printed Name: ~~ROSEMARY B WHITE~~  
Commission Expires: ~~WE MAR # 6076~~

Witness

  
Witness

Wendy Pomeroy

  
Charles B. Mathias

Witness

Robert F. Mathias

Witness

J. Nicholas Filler

Witness

Colleen Teasdale Filler

STATE OF MAINE

York County

\_\_\_\_\_, 2015

Then personally appeared before me the above-named Wendy Pomeroy and acknowledged the foregoing instrument to be her free act and deed.

Notary Public

Printed Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_



\_\_\_\_\_  
Witness

\_\_\_\_\_  
**Wendy Pomeroy**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**Charles B. Mathias**

*Handwritten signature*

\_\_\_\_\_  
Witness

*Handwritten signature*

\_\_\_\_\_  
**Robert F. Mathias**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**J. Nicholas Filler**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**Colleen Teasdale Filler**

STATE OF MAINE

York County

\_\_\_\_\_, 2015

Then personally appeared before me the above-named Wendy Pomeroy and acknowledged the foregoing instrument to be her free act and deed.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**Wendy Pomeroy**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**Charles Mathias**

\_\_\_\_\_  
Witness

x *Holly Boud*  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
**Robert Mathias**

*J. Nicholas Filler*  
\_\_\_\_\_  
**J. Nicholas Filler**

*[Signature]*  
\_\_\_\_\_  
Witness

*Colleen Teasdale Filler*  
\_\_\_\_\_  
**Colleen Teasdale Filler**

STATE OF MAINE

York County

*November 25*, 2015

Then personally appeared before me the above-named Wendy Pomeroy and acknowledged the foregoing instrument to be her free act and deed.

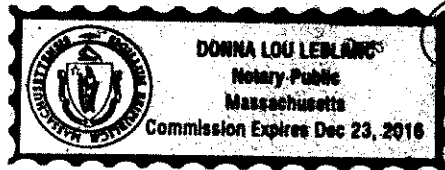
\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Franklin, SS

November <sup>25</sup>, 2015

On this 25<sup>th</sup> day of November, 2015, before me, the undersigned notary public, personally appeared **J. Nicholas Filler**, proved to me through satisfactory evidence of identification, which were Massachusetts Driver's License S38171651, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



*[Handwritten Signature]*  
Notary Public

My commission expires: 12.23.2016

COMMONWEALTH OF MASSACHUSETTS

Franklin, SS

November 25 2015

On this 25 day of November, 2015, before me, the undersigned notary public, personally appeared **Colleen Teasdale Filler**, proved to me through satisfactory evidence of identification, which were Massachusetts Driver's License S0571761, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

SEAL

*[Handwritten Signature]*  
Notary Public

My commission expires:

Kimberly A. Arel  
Notary Public  
My Commission Expires September 23, 2016  
Commonwealth of Massachusetts






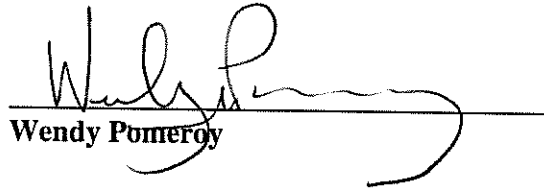
### QUITCLAIM DEED WITH COVENANT

WENDY POMEROY, of Kittery Point, York County, Maine for consideration paid, grants to J. NICHOLAS FILLER and COLLEEN TEASDALE FILLER, both of Conway, Franklin County, Massachusetts, whose mailing address is 455 Matthews Road, Conway, Massachusetts 01341, as joint tenants, with QUITCLAIM COVENANT, a certain lot or parcel of land, together with any improvements thereon, in **Isle au Haut, Knox County, Maine**, more particularly bounded and described in Exhibit A attached hereto and hereby incorporated by reference, together with and all easements, rights and appurtenances thereto.

IN WITNESS WHEREOF, Wendy Pomeroy has hereunto set her hand and seal this 3rd day of December, 2015.

Witness:

  
Russell B. White, Esq.

  
Wendy Pomeroy

STATE OF MAINE

York County

December 3, 2015

Personally appeared the above named Wendy Pomeroy and acknowledged before me the foregoing instrument to be her free act and deed.

  
Notary Public/Attorney at Law

My Commission Expires: May 1, 2021

Wanda L. Smith

Print or type name as signed

SEAL

REAL ESTATE TRANSFER TAX PAID

## Exhibit A

Certain lots or parcels of land situated in Isle au Haut, Knox County, Maine more particularly bounded and described as follows:

### PARCEL A:

Beginning at a drill hole in ledge above high water line at the shore of Burnt Island Thorofare at land of these grantors shown as Parcel B on a plan entitled "Property surveyed for Orvel and Margaret D. Sebring, Birch Point, Isle au Haut, Me." Dated Oct. 1988, revised Nov. 1988 by Richard A. Buxton, RLS, said drill hole being located North 11° 57' 44" East, five hundred seventy-six and forty-one hundredths (576.41) feet from an iron bolt in ledge or rock in the bank of the shore of the Salt Pond marking the most northerly corner of other land of these grantors, described as Parcel 2 in a deed from Z. Rita Parker to Orvel and Margaret Dulles Sebring dated January 5, 1968, and recorded in Book 471, Page 317, of the Knox County Registry of Deeds and also shown as Parcel C on the aforementioned Plan; thence North 66° 58' 40" East to high water line of said Thorofare; thence generally southerly, westerly, northerly, westerly, northerly, easterly and southeasterly along high water line of Burnt Island Thorofare, the Salt Pond and Penobscot Bay in its various turnings and windings to a point located North 44° 49' 23" East from a drill hole in ledge at land of the aforementioned Parcel B; thence South 44° 49' 23" West along land of said Parcel B to said drill hole in ledge; thence South 44° 49' 23" West, a distance of two hundred seventy-two and fifty-one hundredths (272.51) feet along land of said Parcel B to a brass pipe in the ground; thence South 38° 21' 18" East, a distance of one hundred thirty-seven and ninety-eight hundredths (137.98) feet along land of said Parcel B to a brass pipe in the ground; thence North 45° 00' 00" East, a distance of nineteen and eighty-one hundredths (19.81) feet along land of said Parcel B to a brass pipe in the ground; thence South 46° 10' 05" East, a distance of sixty-one and forty hundredths (61.40) feet along land of said Parcel B to a brass pipe in the ground; thence North 66° 58' 40" East, a distance of one hundred seventy-six and twenty-three hundredths (176.23) feet along land of said Parcel B to the place of beginning. Containing 10.0 acres, more or less; the courses refer to magnetic North.

### PARCEL C:

Beginning at an iron bolt in ledge or rock in the bank of the shore of the Salt Pond, said bolt being located on a course of South 11° 57' 44" West, a distance of five hundred seventy-six and forty-one hundredths (576.41) feet from a drill hole in ledge near the shore of Burnt Island Thorofare and at the easterlymost corner of other land of the grantors herein shown as Parcel B on a plan entitled "Property Surveyed for Orvel and Margaret D. Sebring, Birch Point, Isle au Haut, Me." Dated Oct. 1988, revised Nov. 1988 by Richard A. Buxton, RLS; thence South 10° 44' 56" West, by and along land now or formerly of one Richardson, a distance of three hundred twenty-three and ten hundredths (323.10) feet to an iron rod set in the ground or in rock adjacent to the edge of the traveled roadway (said iron road is further situated on a course of North 11° 07' East a distance of one hundred fifty-five and fifty-three hundredths (155.53) feet from a square stone post with a tall iron witness rod); thence South 79° 00' 44" East, by and along land now or formerly of one Knight, a distance of one hundred fifty and no hundredths (150.00) feet to an upright stone in a pile of stones at a corner in said Knight land; thence North 10' 44' 56" East, on

a line parallel to and one hundred fifty and no hundredths (150.00) feet distance from in all its parts the first course hereinabove described, and by said Knight land to the high water mark of Burnt Island Thorofare; thence generally westerly, northerly, westerly, northerly, westerly, southerly, westerly, northerly, and westerly by and along the high water mark of said Burnt Island Thorofare and by and along the causeway located between said Thorofare and the Salt Pond and by and along high water mark of said Salt Pond to a point in said high water line which intersects with the course of North 11° 57' 44" East lying between the iron rod in ledge or rock at the point of beginning and the drill hole in ledge at the easterly corner of said Parcel B as shown on said Plan; thence South 11° 57' 44" West to the iron rod in ledge or rock and the point of beginning.

The Premises are shown as Parcel A and Parcel C on the plan by Richard A. Buxton entitled "Property Surveyed for Orvel & Margaret D. Sebring, Birch Point, Isle au Haut, Knox County, Maine" dated October 1988 and last revised November 1988.

Excepting and reserving so much of the above parcels as lies westerly of the following described line:

Beginning at a point on the high waterline of the Burnt Island Thorofare at the northwesterly corner of land described as Lot 2 in a deed to Charles B. Mathias and Robert F. Mathias, Book 4574, Page 158; Thence **S 1° 52' E 5 feet**, more or less, by and along the westerly line of land of said Mathias, to a #6 rebar set in 1999, said rebar being located, for a tie line, **N 71° 22' W 316.1 feet** from a drill hole in ledge found; Thence continuing **S 1° 52' E 292.0 feet**, continuing along the westerly line of land of said Mathias, to a #6 rebar set in 1998, said rebar being at the northwesterly corner of the lot of land being conveyed herein, said rebar being located, for a tie line, **N 36° 22' W 60.0 feet** from a #6 rebar set in 1998 at a corner of land of said lot to be conveyed; Thence continuing **S 1° 52' E 305 feet**, more or less, through land of this Grantor, Wendy Pomeroy, to a point on the high waterline of the Salt Pond. Rebars set with Surveyors' caps inscribed "Sage Collins, PLS 1200, Blue Hill, ME". Bearings are magnetic and have been rotated to a plan by Richard A. Buxton entitled "Property Surveyed for Orvel & Margaret D. Sebring, Birch Point, Isle au Haut, Knox County, Maine" dated October 1988 and last revised November 1988.

Further excepting and reserving that parcel of land conveyed by Margaret Pomeroy to Ann B. Mathias by deed recorded in Book 2392, Page 234 and the parcel of land conveyed by the Grantor herein to Charles B. Mathias and Robert F. Mathias by deed of substantially even date to be recorded herewith, but expressly conveying and with the benefit of easements reserved therein.

---

The parcels being conveyed herein collectively referred to as the "Property".

Together with all of Grantor's right, title and interest in and to the shore, flats and tidewater privileges adjoining the Property to low water line of Burnt Island Thorofare and the Salt Pond and Penobscot Bay between the sidelines of the Property extended to low water line.

The Property is further conveyed together with all buildings and improvements thereon, including but not limited to Grantor's right, title and interest in the stone causeway and bridge connecting the island of Birch Point with the main island of Isle au Haut whereon the Property is located.

The Property is conveyed subject to and with the benefit of the following, to the extent applicable:

- a. Easements set forth in the deed from The Isle au Haut Company to Ruth A. Sturdivant, dated January 3, 1891, and recorded in Book 254, Page 149.
- b. Easements granted to, and right to enforce restrictions imposed upon, Ann B. Mathias by i) deed from Orvel Sebring et al dated January 11, 1989 and recorded in Book 1327, Page 26, and deed from Margaret S. Pomeroy dated August 10, 1999 and recorded in Book 2392, Page 234, as affected by the Restrictive Covenant Agreement by and between Ann B. Mathias and Margaret S. Pomeroy, dated August 10, 1999, and recorded in Book 2392, Page 224.
- c. Restrictions set forth in the deed from Orvel Sebring et al to Margaret S. Pomeroy dated January 11, 1989 and recorded in Book 1327, Page 32 burdening the Property and other lots referenced therein, as affected by the Restrictive Covenant Agreement by and between Ann B. Mathias and Margaret S. Pomeroy, dated August 10, 1999, and recorded in Book 2392, Page 224.
- d. Easement Agreement by and between Margaret S. Pomeroy and Ann B. Mathias, dated January 17, 1989, and recorded in Book 1327, Page 41, as amended by instrument of substantially even date herewith to be recorded.

Grantor hereby excepts and reserves and the Property is conveyed with benefit of, on the terms set forth herein, a 20' wide easement, to be used in common with Grantee, for a driveway to be located behind the existing garage on the Property and on the parcel conveyed to Charles B. Mathias and Robert F. Mathias by deed to be recorded herewith, together with an easement over the existing roadway leading from a public road, across the causeway and across the Property to the point of commencement of the proposed driveway. The easement shall be appurtenant to the Property and to Grantor's retained land but in no event shall it benefit more than one residential dwelling on Grantor's retained land and one additional residential dwelling on the existing Mathias lot, so called, to the extent benefited by the same, and in no event shall Grantor be entitled to alter, remove, demolish or otherwise impair the structural integrity of the existing garage-.

The easement reserved by Grantor shall include the right to install utility services below ground or, in the event installation is impracticable in certain locations due to ground conditions, utility services may be installed above ground at those locations provided that Grantor minimizes the extent to which the same are located above ground, and conceals the same to the extent practicable and to Grantee's reasonable satisfaction. Any such utility services shall be located within the easement area (being the driveway).

The location of the driveway is subject to prior reasonable approval of Grantor and Grantee and shall be depicted on a survey prepared by a licensed Maine surveyor mutually agreeable to Grantor and Grantee and at Grantor's expense. Construction by Grantor of any such driveway shall be in accordance with all applicable laws, rules and regulations and Grantor shall be

responsible for obtaining all necessary permits and approvals and the cost of any such permits, approvals and construction. This driveway shall be used by Grantor for access to Grantor's retained land as described, and may be subject to occasional use by the abutting property owner, Charles B. Mathias and Robert F. Mathias, for access to the back of the Mathias lot, so called, and for future use to not more than one additional dwelling unit on the Mathias lot, as provided in said deed to Mathias to be recorded. Maintenance of the driveway area within the easement shall be by Grantor, to be shared in proportion of use with Charles B. Mathias and Robert F. Mathias and their heirs, successors and assigns.

Notwithstanding anything to the contrary herein, any permitted improvements, utilities and appurtenances thereto of Grantor on the Property shall be located underground or, to the extent impracticable as provided above, utility services may be installed above ground on those terms set forth above.

Grantor hereby further excepts and reserves, on the terms set forth herein, rights to use the well serving Grantee's' property, and Grantor's use of the same shall be limited to one single family dwelling on the land retained by Grantor. This shall include the right to branch off of the existing water line for an underground extension line running to Grantor's retained property for use as described above. Grantor's responsibility for upkeep and maintenance of the well and shared portion of the water line shall be in equal proportion to the other users, including Charles Mathias and Robert Mathias, of the well. The rights granted herein shall run with the Grantor's retained land and continue in perpetuity.

Grantor hereby further excepts and reserves, on the terms set forth herein, the right to connect to electric utility, telephone, and internet landlines, and if any further use of or easement under Grantee's property is required for this in the future, such use or easement must be negotiated upon reasonable terms agreeable to the parties. Any such connections or use shall be located within the driveway easement reserved by Grantor above.

The Property is further conveyed with the benefit of a perpetual easement, appurtenant to the Property, for ingress and egress over the lot to be conveyed to Charles B. Mathias and Robert F. Mathias by deed of substantially even date to be recorded.

The existing walking path known as "the Grassy Lane" that extends from the access road to the property line of Mathias shall continue in perpetual existence for its traditional use by Grantee, Grantor, Charles B. Mathias and Robert F. Mathias, their heirs, successors and assigns, as a limited pedestrian easement over an existing mowed pathway, and shall never be expanded or used for any other purpose than a walking path in its current location.

---

Notwithstanding anything to the contrary herein, any permitted improvements, utilities and appurtenances thereto shall be located underground or, to the extent impracticable as provided above, utility services may be installed above ground on those terms set forth above.



# QUITCLAIM DEED WITH COVENANT

WENDY POMEROY, of Kittery Point, York County, Maine for consideration paid, grants to **CHARLES B. MATHIAS**, whose mailing address is 2803 Dumbarton Street NW, Washington DC 20007, and to **ROBERT F. MATHIAS**, whose mailing address is 3250 Highland Place NW, Washington DC 20008, with QUITCLAIM COVENANT, a certain lot or parcel of land in **Isle au Haut, Knox County, Maine**, more particularly bounded and described in Exhibit A attached hereto and hereby incorporated by reference.

IN WITNESS WHEREOF, Wendy Pomeroy has hereunto set her hand and seal this 3<sup>rd</sup> day of DECEMBER, 2015.

Witness:

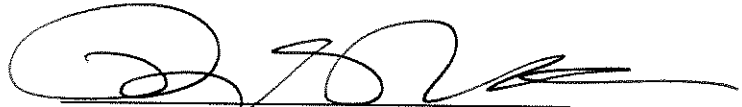


Wendy Pomeroy  
Wendy Pomeroy

STATE OF MAINE

York County / DECEMBER 3, 2015

Personally appeared the above named Wendy Pomeroy and acknowledged before me the foregoing instrument to be her free act and deed.



Notary Public/Attorney at Law

RUSSELL B. WHITE

Print or type name as signed

MAINE BAR # 6876

REAL ESTATE TRANSFER TAX PAID

Receipt # 87377 KNOX SS: RECEIVED



Instr # 2015-12547

ATTEST: Lisa J. Simmons, Knox County Registry of Deeds

VOL 4992 PG 161  
12/21/2015 09:16:17 AM  
3 Pages

## Exhibit A

A certain lot or parcel of land situated in Isle au Haut, Knox County, Maine more particularly bounded and described as follows:

Beginning at a 1-inch brass pipe found at the southwesterly corner of land described as Lot 1 in a deed to the Grantees herein, Charles B. Mathias and Robert F. Mathias, Book 4574, Page 158, said pipe being on the northerly line of land to be conveyed to J. Nicholas Filler and Colleen Tisdale Filler ("Filler") by deed of substantially even date to be recorded; Thence **S 66° 59' W 9.8 feet**, by and along the northerly line of land of said land to be conveyed to Filler, to a #6 rebar set in 2004; Thence **N 34° 39' W 22.4 feet**, continuing along the northerly line of land of said land to be conveyed to Filler, to a #6 rebar set in 2004; Thence **S 55° 25' W 49.4 feet**, continuing along the northerly line of land of said land to be conveyed to Filler, to a #6 rebar set in 2004; Thence **N 54° 03' W 177.8 feet**, continuing along the northerly line of land of said land to be conveyed to Filler, to a #6 rebar set in 1998 at a corner of land described as Lot 2 in a deed to the Grantees herein, Charles B. Mathias and Robert F. Mathias, Book 4574, Page 158; Thence **S 67° 10' E 160.5 feet**, by and along the said Lot 2 of the Grantees herein, to a ¾-inch brass pipe found at a corner of said Lot 1 of the Grantees herein; Thence **N 45° 00' E 19.8 feet**, by and along said Lot 1 of the Grantees herein, to a 1-inch brass pipe found; Thence **S 46° 10' E 61.4 feet**, continuing along said Lot 1 of the Grantees herein, to the brass pipe found at the point of beginning.

Containing **4,610 Square Feet**, more or less. Rebars set with Surveyors' caps inscribed "Sage Collins, PLS 1200, Blue Hill, ME". Bearings are magnetic and have been rotated to a plan by Richard A. Buxton entitled "Property Surveyed for Orvel & Margaret D. Sebring, Birch Point, Isle au Haut, Knox County, Maine" dated October 1988 and last revised November 1988.

By acceptance of this deed, Grantees covenant and agree, on behalf of Grantees, their heirs, successors and assigns, that the lot conveyed herein shall be deemed merged with and a part of the abutting lots currently of Grantees and that neither lot can be sold, leased, or divided separate from the other. This restriction is a covenant running with the land and is enforceable to Grantor, her heirs, successors and assigns as owner of abutting lands.

Grantor hereby excepts and reserves and the lot conveyed herein is conveyed subject to an easement, to be used in common with Grantees and with J. Nicholas Filler and Colleen Teasdale Filler ("Filler") as the owners of land adjacent to the lot conveyed herein ("Filler Property"), for a driveway to be located behind the existing garage on the Filler Property, on terms and conditions set forth in the deed from Grantor to Filler of substantially even date to be recorded and incorporated herein. The easement shall be appurtenant to land of the Grantor and the Filler Property but in no event shall it benefit more than one residential dwelling on Grantor's retained land and, as to any portion of the driveway located on the Filler Property, one additional residential dwelling on the resulting merged Mathias lot, so called, to the extent benefited by the same. Maintenance of the driveway area within the easement shall be by Grantor, to be shared in proportion of use with the Grantees and their heirs, successors and assigns.

Grantor hereby further excepts and reserves and the lot conveyed herein is subject to that certain perpetual easement, appurtenant to the Filler Property, for ingress and egress over the lot conveyed herein.

The existing walking path known as "the Grassy Lane" that extends from the access road to the property line of Mathias shall continue in perpetual existence for its traditional use by Grantor and Mathias, their heirs, successors and assigns, as a limited pedestrian easement over an existing mowed pathway, and shall never be expanded or used for any other purpose than a walking path in its current location.

By acceptance of this deed, Grantees covenant and agree, on behalf of Grantees, their heirs, successors and assigns, that the lot conveyed herein shall be maintained in perpetuity as a vegetated buffer and, to this end, existing vegetation shall be preserved and maintained, except that if any removal of trees, bushes or vegetation is required for Grantor's driveway installation, the minimum possible shall be removed, and if required and where practicable, Grantor shall restore or replace such vegetation when construction is complete, in order to maintain a privacy buffer between the Filler Property and the adjacent property of Mathias. This covenant is a covenant running with the land and is enforceable by Grantor and Filler, their respective heirs, successors and assigns as owner of abutting lands.

Excepting and reserving and expressly not conveying any easements, rights and appurtenances thereto unless expressly granted herein.

---



Robert Gerber <aframe73@gmail.com>

---

## Pomeroy deed/survey

---

Bob Gerber <aframe73@gmail.com>

Tue, Mar 15, 2016 at 6:43 PM

To: mattsko@tds.net

I haven't received anything yet. There is a Planning Board meeting next Tuesday. Should I expect to receive anything by then?

Best regards, Bob Gerber



Robert Gerber &lt;aframe73@gmail.com&gt;

---

## Next Isle au Haut Planning Board meeting

---

Bob Gerber &lt;aframe73@gmail.com&gt;

Tue, Mar 1, 2016 at 12:19 PM

To: mattsko@tds.net

The next meeting of the Planning Board will be on Tuesday, March 22nd, at 7 PM at the Town offices.

I have not yet received any information from Ms. Pomeroy on a survey or deed description of her remaining property. You should probably check with her again on that. Since the Filler piece was sold back in December, I can't understand what is taking so long.

Assuming she gets this to me before the meeting, you should plan on being present at the Planning Board meeting to answer questions from the Board on the application.

Best regards, Bob



Robert Gerber &lt;aframe73@gmail.com&gt;

---

## Modification to Subdivision

2 messages

---

Due North LLC <lcampbell@duenorthllc.com>  
To: aframe73@gmail.com

Wed, Mar 2, 2016 at 3:47 PM

Hi Bob:

I have a client that owns a lot in a subdivision that was approved and signed by the IAH planning board in the late 1980s. My client owns a 15 acre lot within that subdivision and MAY want to further divide the lot. In most towns, any modifications to a recorded subdivision plan have to go before the planning board for their approval and a modified subdivision plan has to be recorded (with PB signatures) at the Registry of Deeds. I don't see a such a provision (although I may have missed it) in the IAH zoning ordinance. Am I missing something? Would my client be able to divide her lot without first returning to the planning board and submitting a modified subdivision plan?

Thanks in advance!

Linda P. Campbell, PLS

### DUE NORTH LLC

Land Surveying & Mapping Services

PO Box 211

15B Main Street

Deer Isle, ME 04627

[207-348-2902](tel:207-348-2902) (office)

[207-479-8804](tel:207-479-8804) (cell)

Email: [LCAMPBELL@DUENORTHLLC.COM](mailto:LCAMPBELL@DUENORTHLLC.COM)

---

Bob Gerber <aframe73@gmail.com>  
To: Due North LLC <lcampbell@duenorthllc.com>

Wed, Mar 2, 2016 at 7:51 PM

The Town has no subdivision regulations. It is my impression that past Planning Boards barely enforced the State Subdivision Statute in the past and I know they were not comfortable nor skilled at doing it. The so-called Tully Pond subdivision was brutal and poorly handled by both applicant and the Board from what I could tell looking at it from the outside. So the short answer is that whether or not you need subdivision approval of a further subdivision of a subdivision previously approved by the Town, the answer is yes, unless you fall under one

or more of the exceptions in the State Statute. I suggest that your client's attorney prepare a memorandum of law to submit to us if they intend to subdivide under one of the exceptions, setting out the history of the subdivision, the facts about how and why the new subdivision is being created, proof that two legal lots (dimensionally under the ordinance, and meeting the spaghetti lot rule) are being created, and a citation to that part of the statute that contains the exception. If subdivided under an exception, the Planning Board is willing to consider giving the people affected by the subdivision a letter stating that a formal Planning Board approval is not needed but that the lots created are dimensionally legal under the Town Zoning Ordinance at the time they were created. If the subdivision does not come under one of the exceptions in the statute, then we would have to go through the whole subdivision approval process as spelled out in the statute. I am fairly knowledgeable about the subdivision statute so I will insure that it is enforced as written.

Best regards, Bob

[Quoted text hidden]