

**Isle au Haut Planning Board
Minutes of Meeting of August 25, 2016**

Regular Members Present: Bob Gerber (Chair), Dan MacDonald, Bill Calvert, Bill Clark
Alternate Members Present: Jeff Burke

Public Members Present: Peggi Stevens, Wendy Pomeroy (by phone)

The Meeting was called to order by the Chair, Bob Gerber, at 7:00 PM at the Town Offices.

There not being a full complement of regular Board members, the Chair made Jeff Burke a voting member for the purposes of this meeting.

Agenda:

Old Business:

1. Approval of the Minutes of the August 17, 2016, Meeting

It was moved by Bill Clark and seconded by Dan MacDonald to approve the minutes of the August 17, 2016, meeting. There was no discussion. Motion carried 5-0.

2. Review of the Town of Isle au Haut application for building foundation on Lamson lot

At the last meeting, this application was tabled because it had not been reviewed and approved as being complete by the CEO. The Application was completed and submitted on August 23rd and ruled to be complete by the CEO on the same day (application attached). The Application is for the construction of a concrete foundation for a 20'x40' storage building to be built on the southeastern corner of the Lamson lot, north of Main Road, Tax Map 2, Lot 42. The foundation is part of a plan of the Isle au Haut Electric Power Company to build a solar generation station on the Lamson Lot that is currently owned by the Town. The current power company plan is to construct the solar farm next spring. The building foundation will be part of a storage building to house batteries to store electricity for use during the night-time hours. The power company should have been the applicant here, but the Town and the power company have not yet negotiated the terms of the transfer of control of the Lamson lot to the power company. In order to allow the building construction to proceed during the winter the foundation work should be completed this fall, so the Town is agreeing to be the Applicant to allow this to happen while waiting for the final land negotiations to take place. This application is only for construction of the building foundation and does not issue permission for any other work related to the solar generation project.

The project is occurring in Town Zone B, Accessible Interior. It is 2.05 acres in size. The site is NOT in the Shoreland Zone. There is an existing deeded right of way and gravel road leading from Main Road through land of Bill Stevens. Once inside the Lamson lot, a dirt road leads east along the border with Stevens to the southeast corner of the lot where the foundation will be constructed. Bill Stevens has provided an easement to the Town to access the construction site through the portion of the existing road that occurs on his property. Sediment and erosion control will be provided by a silt fence constructed on the downhill side of the building site. The CEO conducted a site visit on August 16th to familiarize himself with site conditions.

There was a brief discussion of the issue that the Town might have some liability if a person or property were injured in the construction of the project, since the project is on Town land. Peggi Stevens, present to represent the interests of the Town through the Selectmen, said that certificates of insurance would be required from all contractors doing the work.

The Board went quickly through the Town criteria for approval and noted that all the requirements would be met. The water quality criterion would be met by the use of the sediment and erosion control measures proposed by the Applicant.

Bill Clark moved and Jeff Burke seconded to approve the application. The vote was 5-0 in favor. The Chair said he would issue the formal permit letter the next day.

3. Review of application from Pomeroy for Birch Point driveway

This was another application (attached) submitted the day before the last Planning Board meeting which the CEO had not had time to review and approve as complete. It was tabled to be taken up at this special meeting, provided the CEO found the application to be complete. The CEO issued a letter confirming that the Application was complete on August 19th.

This application was initiated last December with Matthew Skolnikoff acting as Agent for the Owner at the time. Wendy Pomeroy, owner of the property that is the subject of the application, rescinded the Agent letter in the spring of 2016. Because no evidence of "right, title and interest," nor any sediment and erosion control details were submitted with the original application, it was never declared complete. Different missing pieces of the required application materials were submitted over time. Once the site deeds and easements were reviewed by the CEO, he discovered that there was a provision in the deed to Filler that the new Pomeroy driveway segment that would cross his property required his permission and a survey plan to locate where that segment would go on his property. That plan was not delivered by the surveyor until the day before the last meeting. The CEO conducted a site visit on June 30th with Wendy Pomeroy and the Fillers to familiarize himself with the proposed driveway route.

The project consists of vegetative clearing and earthwork construction to create a driveway that will be 595 feet long, starting at the driveway going to Mathias on Birch Point. Only the driveway construction is being requested under this application. The driveway follows through a portion of Mathias property, then westward across the northwestern portion of Filler's property, then into the land retained by Wendy Pomeroy. It generally lies on or close to high ground. Much of the proposed route is through an area of blowdowns. The driveway goes through Town Zone C, Accessible Shoreland, and through Shoreland Zone Limited Residential. The property is roughly 7.6 acres above MHW and has about 2360' of frontage on saltwater. The purpose of the driveway is to serve an eventual house to be constructed.

It was noted by Bill Clark that the delay in approving the project had a beneficial outcome in that the driveway location was moved from its initial position proposed by Skolnikoff to a position that was approved by all concerned property owners.

The Chair noted that a condition would be added to the permit that would require proper management of the brush and slash in order to reduce the risk of fire. Wendy Pomeroy, speaking on the conference line, said that she was pleased that this project would finally be done as it would help to clear up some of the blowdowns on the property.

The Board went down through the approval criteria for both the Town and Shoreland Zoning Ordinance. Criterion 1 of the Town Ordinance would be met by the implementation of the proposed erosion and sediment control plan. Criterion 2 of the Town Ordinance was NA. Criterion 3 of the Town Ordinance would be met by placing a condition on the permit requiring removal/disposal of brush and slash. Criterion 4 was met via the evidence of the deeds and easements. Criterion 5 would be met because clearing of the blowdowns would be an improvement in aesthetic conditions. With respect to the Shoreland Ordinance, criteria 3, 7, and 8 are NA. Criterion 1 safety criterion would be met through the fire control condition. Criterion 4 would be met through the sediment and erosion control plan implementation. Criterion 5 would be met because this project will not impinge on the 75-foot zone and generally would not be visible from outside of Birch Point. Condition 6 is met because there are no identified archaeological resources within the project limits. Criterion 9 will be met by adherence to the cutting and erosion and sediment control standards.

It was moved by Dan MacDonald and seconded by Bill Calvert to approve the Application with the fire control condition. The vote was 5-0 to approve. The Chair said he would issue the permit letter the next day.

There being no other business to come before this special meeting of the Board, it was moved by Jeff Burke and seconded by Dan MacDonald to adjourn the meeting at 7:30 PM

Respectfully submitted,

Robert G. Gerber, Chair

Town of Isle au Haut Application Processing Documentation & Checklist

Applicant Name: Town of Isle au Haut Agent Name: John DeWitt, First Selectman
 Applicant or Agent Address: POB 65 POB 71 Isle au Haut, ME 04645 *Peggy Stevens-3rd selectperson*
 Applicant or Agent Phone & Email: 335-2200, Selectboard@IsleauHautMaine.us
 Tax Map No. 2 Tax Map Lot 42
 Town Ord. Zone Zone B Accessible ^{interior} State Ord. Zone NIA *Area 2.05 ac*
 Proposed Land Use: Building foundation for storage building
 Subdivision: Yes No If yes, see other checklist

Date of First Written Application Submission: Aug 20, 2016 ^{insert date of submission}; Rev1 _____ Rev2 _____
 Date of First Response on Completeness: _____; Rev1 _____ Rev2 _____

Submission Checklist for Town and State Ordinances

Item	Description	Check, if yes
1	Deed, lease, option (e.g., evidence of right, title & interest)	✓
2	Agent Authorization, if applicable	NIA
3	Scaled Plan of lot lines, proposed clearing limits, existing & prop. structures, roads, docks, erosion & sediment control measures	✓
4	Written Narrative of nature of proposed land use and construction	✓
5	Completed HHE-200 forms if onsite sewage disposal required	NIA
6	Description of Water Supply and Estimated Daily Water Demand	NIA
7	Description of Proposed Safety Measures for any Haz or Dangerous Mtl	NIA
8	Plan and written description of access from public ROW, incl any easement description, if applicable	<i>see plans, deeds, easements</i>
9	Dated, signed application cover sheet with certification statement that "information in the application is complete and correct."	✓

Application Approval Checklist for Town Ordinance

To be filled out by the PB

1	Water quality of the ocean, lake, brooks, or the water supply of an abutter or other landowner will NOT be adversely and materially affected, NOR that high probability of such adverse and material effect exists.	
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Town of Isle au Haut
Selectman's Office
P.O. Box 71 ~ 1906 Stonehall Rd.
Isle au Haut, ME 04645
207~335~5001

Robert Gerber, Chairman
Planning Board, Town of Isle au Haut
P.O. Box 71
Isle au Haut, ME 04645

August 20, 2016

Re: Application to construct concrete foundation for storage building on Lamson Lot

Dear Mr. Gerber:

The Town of Isle au Haut is requesting that the Planning Board approve the construction of a concrete foundation on southeast corner of the so-called "Lamson" lot, north of Main Road, as depicted on Tax Map 2, Lot 42. A copy of the deed to the Town of Isle au Haut is included with this application as Attachment 1. A copy of the original subdivision survey and location of a right-of-way to the property is included as Attachment 2. The Lamson lot is shown as Lot "G" on Attachment 2.

The Lamson Lot is located in the Accessible Interior Zone (Zone B) on the Town of Isle au Haut Zoning Ordinance. The minimum lot size for that lot is 2.0 acres. The Lamson lot is 2.05 acres.

The sole purpose of this application is to request approval to construct a concrete foundation for a 20'x40' storage building in the location shown on Attachment 3. No other construction work is being proposed at this time.

The project site will be accessed through an existing road along the deeded right-of-way from Main Road up to the Lamson property line and then along an existing dirt road that straddles the southerly property line. A right-of-way along the existing dirt road straddling the southerly property line is being granted by William Stevens and is included in Attachment 4.

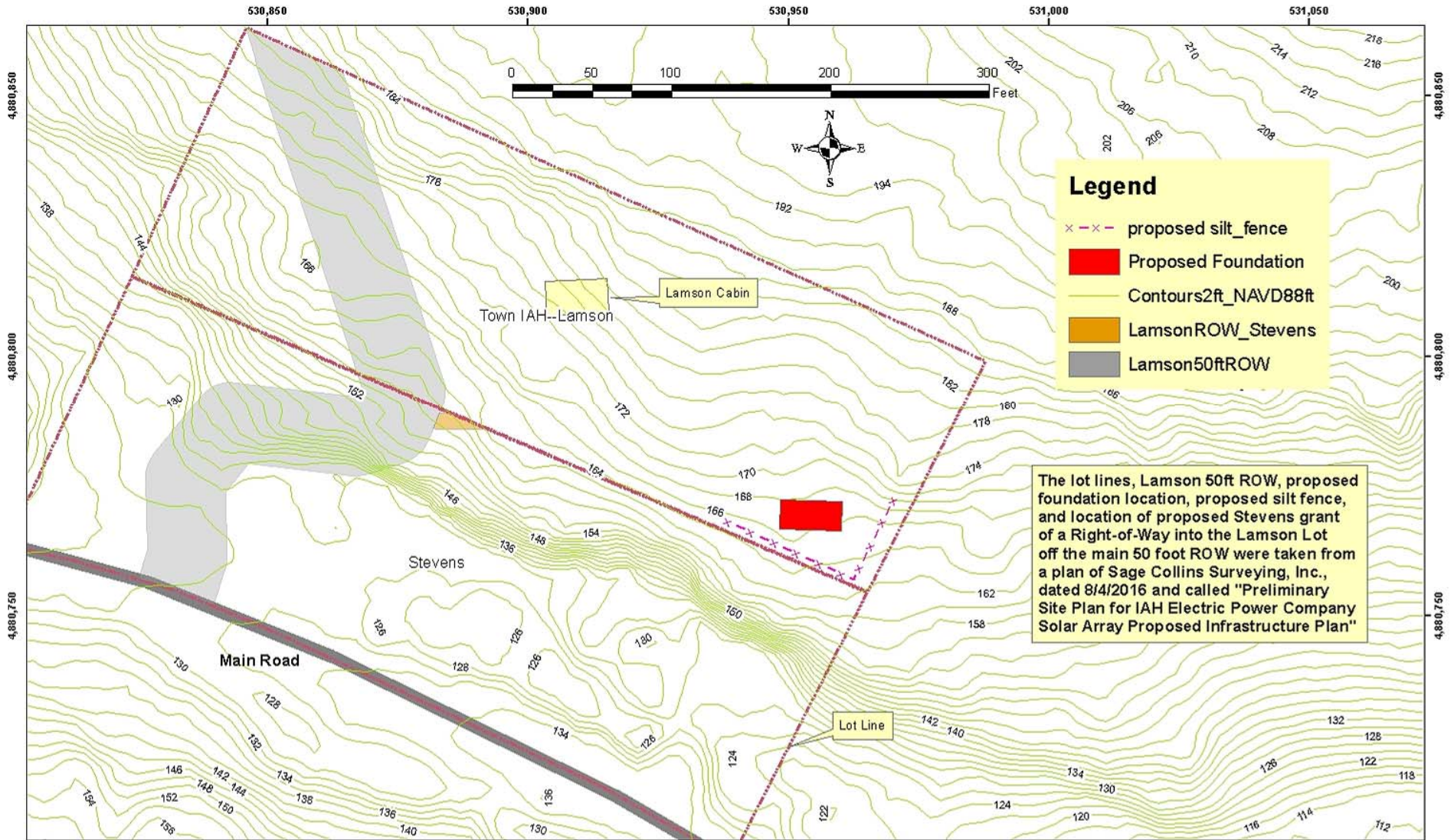
The sediment and erosion control for the excavation work involved in preparing the ground for the foundation will consist of a silt fence constructed where shown on Attachment 3. The details and specifications of the silt fence are shown on Attachment 5. The silt fence will be installed prior to any excavation work being done on the foundation, and will be inspected weekly and repaired as necessary. Once the foundation is constructed and the area around the foundation backfilled and graded, the disturbed ground areas will be reseeded according to the specifications of Attachment 6. The information in this application is complete and correct to the best of my knowledge.

We understand that if the Town provides all of the above-listed information via email to you no later than close of business on Tuesday, August 23rd, that the Planning Board will take up this application at a special Planning Board Meeting at 7 PM on August 25th, at which time a Selectperson will present the application to the Board in person.

Sincerely
Town of Isle au Haut
Selectperson _____



6 Attachments as described above provided in PDF format



Legend

- × - × - proposed silt_fence
- Proposed Foundation
- Contours2ft_NAVD88ft
- LamsonROW_Stevens
- Lamson50ftROW

The lot lines, Lamson 50ft ROW, proposed foundation location, proposed silt fence, and location of proposed Stevens grant of a Right-of-Way into the Lamson Lot off the main 50 foot ROW were taken from a plan of Sage Collins Surveying, Inc., dated 8/4/2016 and called "Preliminary Site Plan for IAH Electric Power Company Solar Array Proposed Infrastructure Plan"

Location of Proposed Storage Building Foundation
 Town of Isle au Haut
 Grid is UTM, NAD83, 19N, meters
 RGG 8/19/2016

Doc# 2578
Bk: 3928 Ps: 289
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that I, GEORGE LAMSON of Isle Au Haut, Maine, for consideration paid, grant to THE INHABITANTS OF THE MUNICIPALITY OF ISLE AU HAUT, whose address is P.O. Box 82, 71, ²⁰⁰⁸ Isle au Haut, Maine

WITH WARRANTY COVENANTS

A certain lot or parcel of land with the buildings and improvements thereon situated in Isle Au Haut, Knox County, Maine, more particularly bounded and described as follows:

Lot G as shown on the "Plan of the division of the Williamson Lot for the Town of Isle au Haut" as approved by the Planning Board for the Town of Isle au Haut on January 30, 1998 and recorded in the Knox County Registry of Deeds on February 2, 1998 and Cabinet 13, Sheet 47.

TOGETHER WITH a right of way for all purposes of a way in the Town of Isle au Haut including ingress and egress and the right to install utility services as defined in 33 M.R.S.A. Section 458 within the fifty foot right of way connecting Lot G to the Town Road across Lot F and along the centerline shown on said plan.

Reference is made to deed from the Inhabitants of the Municipality of Isle au Haut to George Lamson dated March 10, 1998 and recorded in the Knox County Registry of Deeds at Book 2216, Page 2.

IN WITNESS WHEREOF the said George Lamson has caused this instrument to be signed this 10 day of January, 2008.


George Lamson

MAINE REAL ESTATE TRANSFER
TAX PAID

Doc# 2578
Bk: 3928 Pg: 290

STATE OF MAINE

County of Knox, ss.

January 10, 2008

Personally appeared the above-named George Lamson and acknowledged the foregoing instrument to be his free act and deed.

SEAL

Before me,

Lisa Louise Turner
Notary Public

Lisa Louise Turner
Printed or typed name

My commission expires: 5/22/08

KNOX SS: RECEIVED
Mar 10, 2008
at 02:41:20P
ATTEST: LISA J SIMMONS
REGISTER OF DEEDS



Notes:

- This plan is a completion of a preliminary survey by Merrick & Salisbury, Inc. for Elizabeth Williamson in 1975, the setting off of two lots by Richard Burton in April 1982, & further division of lots by Merrick & Salisbury, Inc. in July and December 1984.
- The premises shown herein were conveyed in a deed from Elizabeth F. Williamson to the Town of Isle Au Haut dated April 15, 1978 and recorded in Book 712 Page 158 in the Knox County Registry of Deeds.
- The pipes shown herein which were found, are presumed to have been set by R.A. Burton.
- Those boundaries and distances shown herein which are contained within brackets were taken from a plan of a survey for The Town of Isle Au Haut dated April, 1982 and prepared by Richard A. Burton, P.L.S. # 167.

FINAL SUBDIVISION APPROVAL

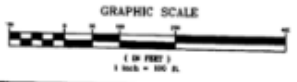
We the members of the Isle Au Haut Planning Board in accordance with Title 20A Section 4424, do hereby certify that the criteria set forth in Section 4424 have been considered in connection with this subdivision and all criteria having been met, we approve this subdivision and this plan of the subdivision.

Colleen S. Tully Chairman
Sarah G. Brown
Robert W. Brown
Paul L. Litchfield
Richard A. Burton

on January 30, 1992
 Lots E, B, C, & F are restricted to single-family detached, residential housing, common areas or open space uses.

Plan of the division
 of the Williamson Lot for
The Town of Isle Au Haut
 Isle Au Haut
 Knox County, Maine

Scale : 1" = 100' May 25, 1995



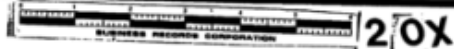
This survey was completed upon the ground in accordance with standards set forth under Category 1, Condition 2 of the Maine State Board of Registration for Land Surveyors.

Merrick & Salisbury, Inc.
 Land Surveyors
 67 Franklin Street
 Orono, Maine 04470
 (207) 847-3370

Steve Sibley

Owner:
 Town of Isle Au Haut
 Isle Au Haut, Maine

Received for Registry Recording Information	
State of Maine, Office of Registry of Deeds	1995-06078-15
FILED Feb. 2, 1995	1995-06078-15
AND RECORDED IN BOOK 15, PAGE 49.	
Attest: <u>Blake M. Clark</u>	



William F. Stevens
P. O. Box 74
Isle au Haut, ME 04645

August 19, 2016

Robert Gerber, Chairman
Town of Isle au Haut Planning Board
P.O. Box 71
Isle au Haut, ME 04645

Reference: Right-of-Way from Main Road to Lamson Lot

Dear Mr. Gerber:

I, William F. Stevens, grant a Right-of-Way to the project site on the so-called "Lamson" lot, along the existing dirt road straddling the southerly property line.

The project will be accessed through an existing dirt road along the deeded right-of-way from Main Road up to the Lamson property line and along an existing road belonging to William Stevens who grants access and right-of-way.

Signed:

A handwritten signature in blue ink that reads "Wm F. Stevens". The signature is written in a cursive style with a large, sweeping initial "W".

William F. Stevens

B-1 SEDIMENT BARRIERS**PURPOSE & APPLICATIONS**

A sediment barrier is a temporary barrier installed across or at the toe of a slope. Sediment barriers may consist of filter fence, straw or hay bales, a berm of erosion control mix, or other filter materials. Its purpose is to intercept and retain small amounts of sediment from disturbed or unprotected areas.

The sediment barrier is used where:

- Sedimentation can pollute or degrade adjacent wetland and/or watercourses.
- Sedimentation will reduce the capacity of storm drainage systems or adversely affect adjacent areas.
- The contributing drainage area is less than 1/4 acre per 100 ft of barrier length, the maximum length of slope above the barrier is 100 feet, and the maximum gradient behind the barrier is 50 percent (2:1). If the slope length is greater, other measures such as diversions may be necessary to reduce the slope length.
- Sediment barriers shall not be used in areas of concentrated flows. Under no circumstances should hay bale or erosion control mix barriers be constructed in live streams or in swales where there is the possibility of a washout.

CONSIDERATIONS

- Sediment barriers are effective only if installed and maintained properly.
- Silt fencing generally is a better filter than hay bale barriers.
- If there is evidence of end flow on properly installed barriers, extend barriers uphill or consider replacing them with temporary check dams.
- Straw or hay bales should only be used as a temporary barrier for no longer than 60 days.
- Silt fences (synthetic filter) can be used for 60 days or longer depending on ultraviolet stability and manufacturer's recommendations.
- Sediment barriers should be installed prior to any soil disturbance of the contributing drainage area above them.

SPECIFICATIONS**Filter Fences**

This sediment barrier utilizes synthetic filter fabrics. It is designed for situations in which only sheet or overland flows are expected. Generally pre-manufactured synthetic silt fencing with posts attached is used. See the detail drawing located at the back of this section for the proper installation of silt fences.

- The filter fabric shall be a pervious sheet of propylene, nylon, polyester or ethylene yarn and shall be certified by the manufacturer or supplier.
- The filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0 degrees F to 120 degrees F.
- Posts for silt fences shall be either 4-inch diameter wood or 1.33 pounds per linear foot steel with a minimum length of 5 feet. Steel posts shall have projections for fastening wire to them.
- The height of a silt fence should not exceed 36 inches as higher fences may impound volumes of water sufficient to cause failure of the structure.
- The filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are necessary, filter cloth shall be spliced together only at support post, with a minimum 6-inch overlap, and securely sealed.
- Post spacing shall not exceed 6 feet.

- A trench shall be excavated approximately 4 inches wide and 4 inches deep along the line of posts and upgradient from the barrier.
- The standard strength of filter fabric shall be stapled or wired to the post, and 8 inches of the fabric shall be extended into the trench. The fabric shall not extend more than 36 inches above the original ground surface. Filter fabric shall not be stapled to existing trees.
- The trench shall be backfilled and the soil compacted over the filter fabric.
- Silt fences shall be removed when they have served their useful purpose, but not before the upslope areas have been permanently stabilized.

Straw/Hay Bales

See the detail drawing located at the back of this section for the proper installation of hay bales.

- Bales shall be placed in a single row, lengthwise on the contour, with ends of adjacent bales tightly abutting one another.
- All bales shall be either wire-bound or string-tied. Bales shall be installed so that bindings are oriented around the sides, parallel to the ground surface to prevent deterioration of the bindings.
- The barrier shall be entrenched and backfilled. A trench shall be excavated the width of a bale and the length of the proposed barrier to a minimum depth of 4 inches.
- After the bales are staked and chinked, the excavated soil shall be backfilled against the barrier. Backfill soil shall conform to the ground level on the downhill side and shall be build up to 4 inches against the uphill side of the barrier. Ideally, bales should be placed 10 feet away from the toe of slope.
- At least two stakes or rebars driven through the bale shall securely anchor each bale. The first stake in each bale shall be driven toward the previously laid bale to force the bales together. Stakes or re-bars shall be driven deep enough into the ground to securely anchor the bales.
- The gaps between bales shall be chinked (filled by wedging) with hay to prevent water from escaping between the bales.

Problems with Straw or Hay Bale Barriers

There are three major reasons why straw bale barriers are not as effective as hoped they would be:

- When improperly placed and installed (such as staking the bales directly to the ground with no soil seal or entrenchment), hay bales allow undercutting and end flow.
- Inadequate maintenance.
- Inspection shall be frequent and repair or replacement shall be made promptly as needed. Bale barriers shall be removed when they have served their usefulness, but not before the up-slope areas have been permanently stabilized.

Erosion Control Mix Berms

Erosion control mix can be manufactured on or off the project site. It must consist primarily of organic material, separated at the point of generation, and may include: shredded bark, stump grindings, or acceptable manufactured products. Wood and bark chips, ground construction debris or reprocessed wood products will not be acceptable as the organic component of the mix.

Composition

Erosion control mix shall contain a well-graded mixture of particle sizes and may contain rocks less than 4" in diameter. Erosion control mix must be free of refuse, physical contaminants, and material toxic to plant growth. The mix composition shall meet the following standards:

- The organic matter content shall be between 50 and 100%, dry weight basis.
- Particle size by weight shall be 100 % passing a 6" screen and a minimum of 70 %, maximum of 85%, passing a 0.75" screen.
- The organic portion needs to be fibrous and elongated.
- Large portions of silts, clays or fine sands are not acceptable in the mix.
- Soluble salts content shall be < 4.0 mmhos/cm.
- The pH should fall between 5.0 and 8.0.

Installation

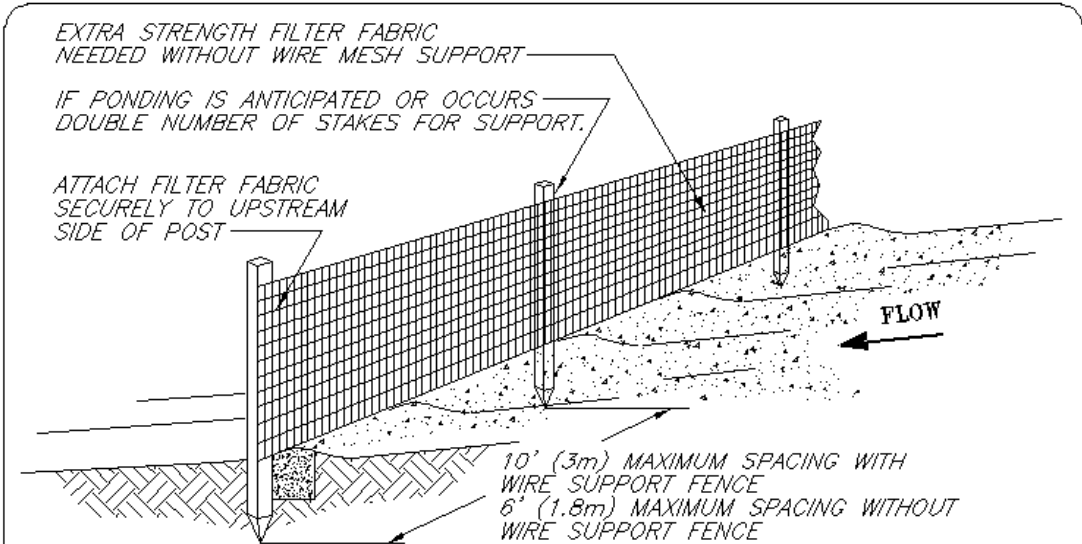
- The barrier must be placed along a relatively level contour. It may be necessary to cut tall grasses or woody vegetation to avoid creating voids and bridges that would enable fines to wash under the barrier through the grass blades or plant stems.
- On slopes less than 5 % or at the bottom of steeper slopes (<2:1) up to 20 feet long, the barrier must be a *minimum of 12"* high, as measured on the uphill side of the barrier, *and a minimum of two feet wide. On longer or steeper slopes*, the barrier should be wider to accommodate the additional runoff.
- Frozen ground, outcrops of bedrock and very rooted forested areas are locations where berms of erosion control mix are most practical and effective.
- Other BMPs should be used at low points of concentrated runoff, below culvert outlet aprons, around catch basins and closed storm systems, and at the bottom of steep perimeter slopes that are more than 50 feet from top to bottom (i.e., a large up gradient contributing watershed).

Continuous Contained Berms

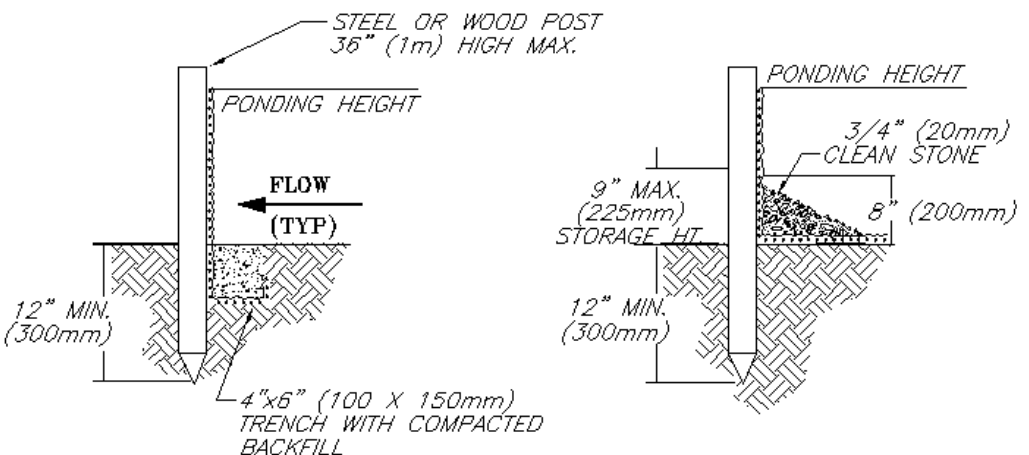
A new product, the filter sock can be an effective sediment barrier as it adds containment and stability to a berm of erosion control mix. The organic mix is placed in the synthetic tubular netting and performs as a sturdy sediment barrier (a vehicle may drive over it without ill effect). It works well in areas where trenching is not feasible such as over frozen ground or over pavement. A continuous contained berm of erosion control mix may be effective when placed in waterways such as ditches and swales or in area of concentrated water flow as the netting prevents the movement and displacement of the organic material. See the detail drawing located at the back of this section for the proper installation of continuous contained berms. Seeds may be added to the organic filler material and can permanently stabilize a shallow slope. The containment will provide stability while vegetation is rooting through the netting.

MAINTENANCE

- Hay bale barriers, silt fences and filter berms shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. They shall be repaired immediately if there are any signs of erosion or sedimentation below them. If there are signs of undercutting at the center or the edges of the barrier, or impounding of large volumes of water behind them, sediment barriers shall be replaced with a temporary check dam.
- Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier still is necessary, the fabric shall be replaced promptly.
- Sediment deposits should be removed after each storm event. They must be removed when deposits reach approximately one-half the height of the barrier.
- Filter berms should be reshaped as needed.
- Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required should be dressed to conform to the existing grade, prepared and seeded.



NOTE: PRE-FABRICATED SILT FENCE IS ACCEPTABLE IF INSTALLED PER MANUFACTURER.



TRENCH DETAIL

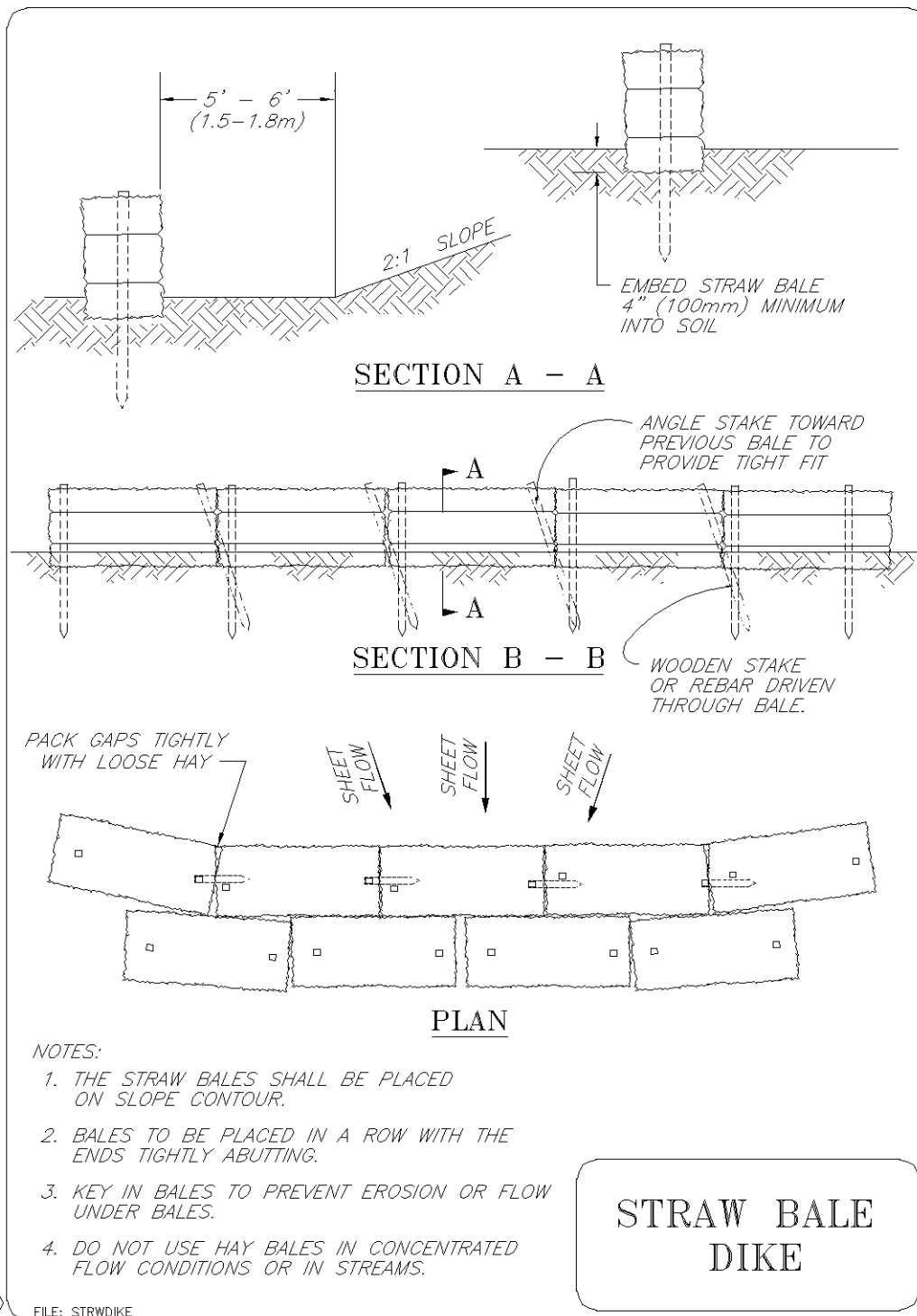
**LEDGE, FROZEN GROUND, HEAVY ROOTS
INSTALLATION WITHOUT TRENCHING**

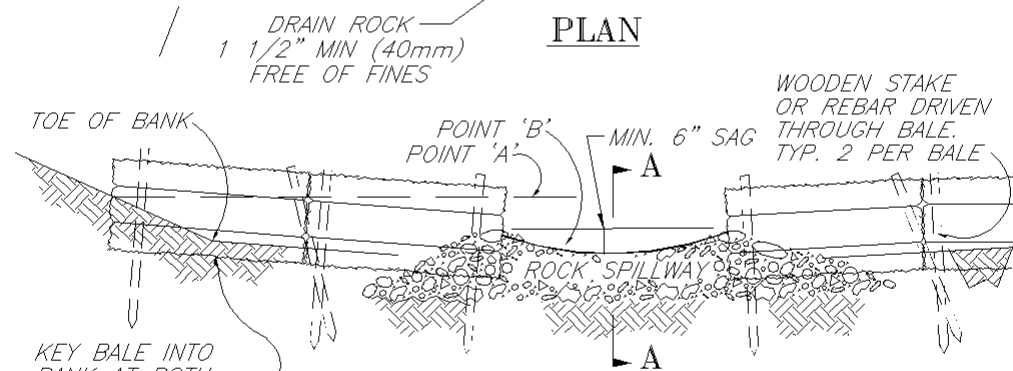
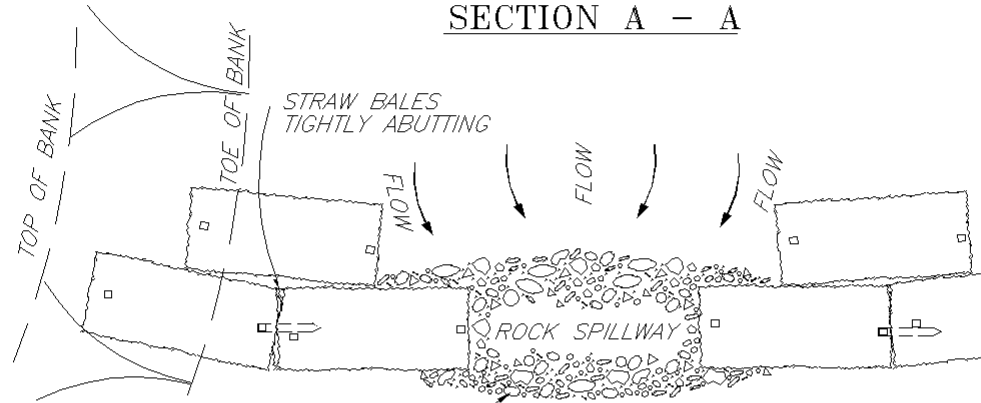
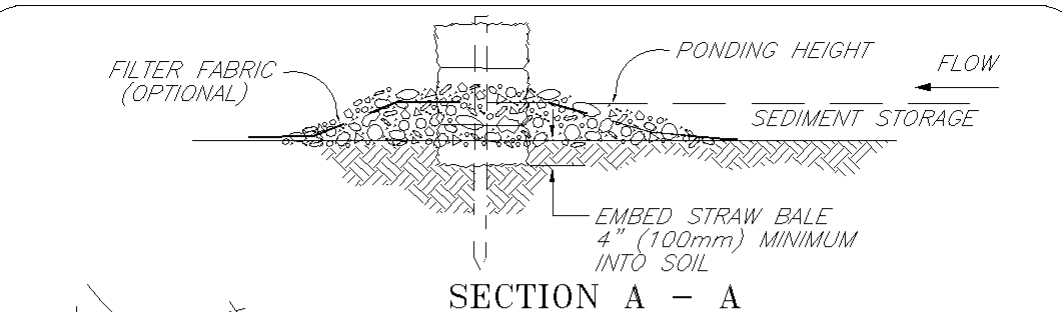
- NOTES:
1. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
 2. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. 9" (225mm) MAXIMUM RECOMMENDED STORAGE HEIGHT.
 3. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
 4. DO NOT PLACE SILT FENCE IN STREAMS OR CONCENTRATED FLOW CONDITIONS.

SILT FENCE

© 1994 JOHN McCULLAH ME DEP 2003

FILE: SILTFENC



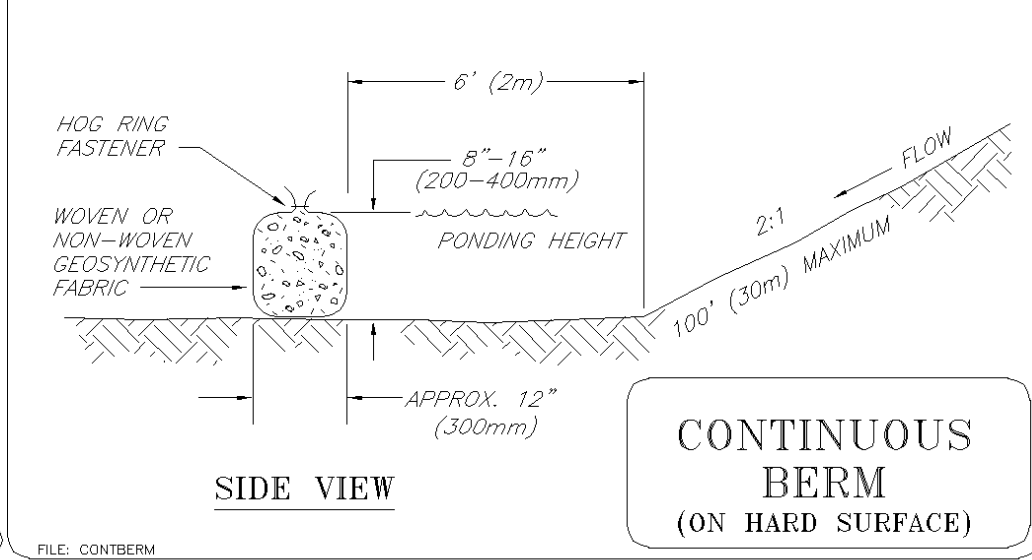
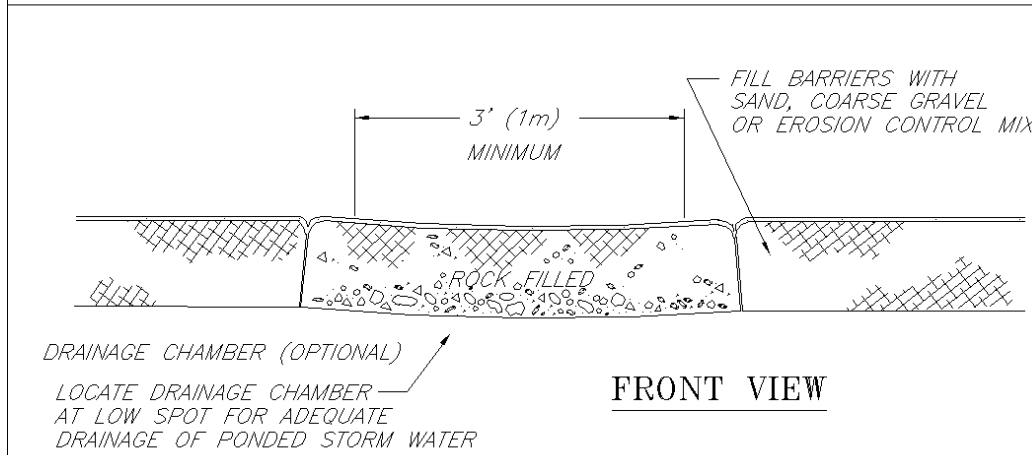
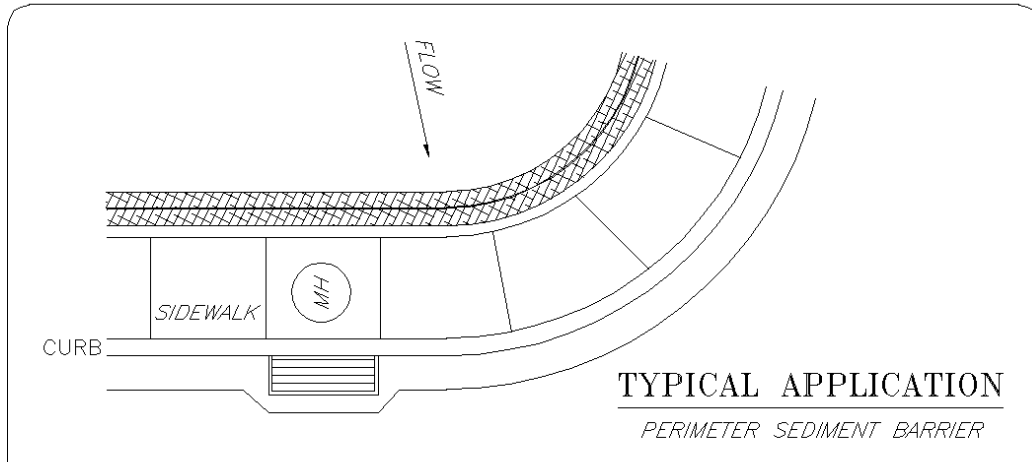


**VIEW LOOKING UP GRADIENT
NOT FOR USE IN STREAMS**

- NOTES:
1. PLACE BALES PERPENDICULAR TO FLOW.
 2. EMBED THE BALE 4" (100mm) INTO THE SOIL AND "KEY" THE END BALES INTO THE CHANNEL BANKS TO PREVENT FLOW AROUND THE BALES.
 3. BALES PLACED IN A ROW WITH ENDS TIGHTLY ABUTTING.
 4. POINT "A" SHALL BE HIGHER THAN POINT "B".
 5. SPILLWAY HEIGHT SHALL NOT EXCEED 24" (0.6m).
 6. SILT FENCE MAY BE USED IN LIEU OF BALES (FOLLOW SAME GUIDELINES)
- FILE: STRWBARI

**SEMI-PERVIOUS
STRAW BALE OR
SILT FENCE
SEDIMENT BARRIER**

© 1994 JOHN McCULLAH ME DEP 2003



VEGETATION APPLICATION

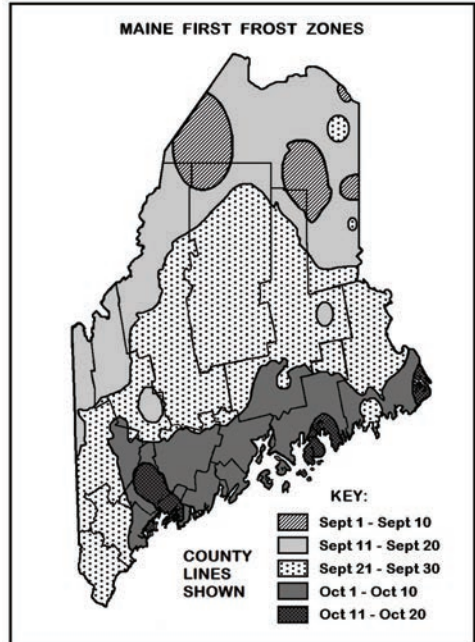
If possible, seeding should occur no later than 45 days before the first killing frost or the seeds are likely to germinate but not survive. Different Maine areas have different frost dates; refer to the following map for the final seeding date of your area.

PERMANENT VEGETATION should be established with a seed mixture that is appropriate for the site's soil type, moisture content, sun exposure, use (frequency of mowing), etc. The application should follow the supplier's guidelines for the seed type. MainedOT or Soil and Water Conservation Districts seed mixtures are recommended.

DORMANT SEEDING

should be applied at double the rate of normal seeding between the first killing frost and before snowfall because of their poor survival rate. To improve germination, cover the seedbed with mulch that is well anchored and fully covering the ground surface.

TEMPORARY VEGETATION should be established on an area that will not be worked for 30 days and until it can be permanently stabilized. Annual grasses and legumes are most effective as temporary vegetation; but they will not reproduce for a second growing season. Inoculate all legume seeds with the correct type and amount of inoculant.



TEMPORARY SEED APPLICATION GUIDELINES

SEED	Lb / Acre	Lb / 1,000 SF	Seeding Dates	Notes
Winter Rye	112	2.6	8/15 - 10/1	Select hardy species such as Aroostook Rye
Oats	80	1.8	4/1 - 7/1 8/15 - 9/15	Best for spring seeding. Fall seeding will die over the winter.
Annual Rye Grass	40	0.9	4/1 - 7/1	Grows quickly but is of short duration. With mulch, seeding may be done throughout growing season.
Sudangrass	40	0.9	5/15 – 8/15	Good growth during periods of hot weather.
Perennial Rye Grass	40	0.9	8/15 – 9/15	Good cover, longer lasting than annual rye grass. Mulching will allow seeding throughout growing season.



Newly seeded beds should be inspected regularly. Any sign of rill or gully erosion should be repaired as soon as possible.

Town of Isle au Haut Application Processing Documentation & Checklist

Applicant Name: Wendy Pomroy Agent Name: Wendy Pomroy

Applicant or Agent Address: 1 Salt Marsh Lane
Kittery Point, ME 03905

Applicant or Agent Phone & Email: (207) 752-3397 wmpom@comcast.net

Tax Map No. 1 Tax Map Lot 7 B
Town Ord. Zone Accessible Shoreland & Zone S State Ord. Zone SHORELAND LR

Proposed Land Use: Residential

Subdivision: Yes No If yes, see other checklist

Date of First Written Application Submission: ~~1/20/16~~ ^{1/20/16} Rev1 3/21/16 Rev2 8/17/16

Date of First Response on Completeness: 1/22/16 ; Rev1 3/22/16 Rev2 8/19/16

Submission Checklist for Town and State Ordinances

Item	Description	Check, if yes
1	Deed, lease, option (e.g., evidence of right, title & interest)	✓
2	Agent Authorization, if applicable	N/A
3	Scaled Plan of lot lines, proposed clearing limits, existing & prop. structures, roads, docks, erosion & sediment control measures	✓
4	Written Narrative of nature of proposed land use and construction	✓
5	Completed HHE-200 forms if onsite sewage disposal required	N/A
6	Description of Water Supply and Estimated Daily Water Demand	N/A
7	Description of Proposed Safety Measures for any Haz or Dangerous Mtl	N/A
8	Plan and written description of access from public ROW, incl any easement description, if applicable	✓
9	Dated, signed application cover sheet with certification statement that "information in the application is complete and correct."	✓

Application Approval Checklist for Town Ordinance

1	Water quality of the ocean, lake, brooks, or the water supply of an abutter or other landowner will NOT be adversely and materially affected, NOR that high probability of such adverse and material effect exists.	✓
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2	That significant air pollution would NOT occur in violation of either primary or secondary standards established by the Federal Government or the State Government NOR that a high probability of such air pollution would exist	
3	A public nuisance or a fire hazard would NOT be created	
4	Access from public rights-of-way or from the shore would be NOT inadequate for the traffic likely to be created	
5	A proposed land use would NOT be seriously destructive of the present character of the island and grossly offensive to a majority of the residents and non-resident taxpayers counted as one body	

Application Approval Checklist for State Ordinance

1	Will maintain safe and healthful conditions;	
2	Will not result in water pollution, erosion, or sedimentation to surface waters	
3	Will adequately provide for the disposal of all wastewater;	
4	Will not have an adverse impact on spawning grounds, fish, aquatic life, bird or other wildlife habitat;	
5	Will conserve shore cover and visual, as well as actual, points of access to inland and coastal waters;	
6	Will protect archaeological and historic resources as designated in the comprehensive plan	
7	Will not adversely affect existing commercial fishing or maritime activities in a Commercial Fisheries/Maritime Activities district;	
8	Will avoid problems associated with flood plain development and use;	
9	Is in conformance with the provisions of Section 15, Land Use Standards.	

Date of Public Hearing: N/A

Notice to Abutters? Yes X No

Advertisement in Newspaper? Yes X No

Date of Board Decision on Approval/Denial:

Application Approved w/o Conditions? Yes No

Application Denied? Yes No

Reasons for Denial, if any: (attach denial reasons, if necessary)

Application Conditions, if any: (attach approval conditions, if necessary)

Note: For all development subject to State Ordinance, Sections 15 P & Q will be standard conditions; for Town Ord., Sections VI(L)1-6 unless waived

Date of Signing of Final Subdivision Plan:

Record of Appeals Board Decision, if Applicable: Attach relevant Appeals Board Record

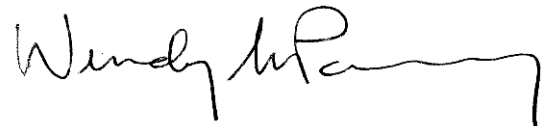
Wendy Pomeroy
1 Salt Marsh Ln.
Kittery Point ME 03905
August 16, 2016

Planning Board, Isle au Haut,

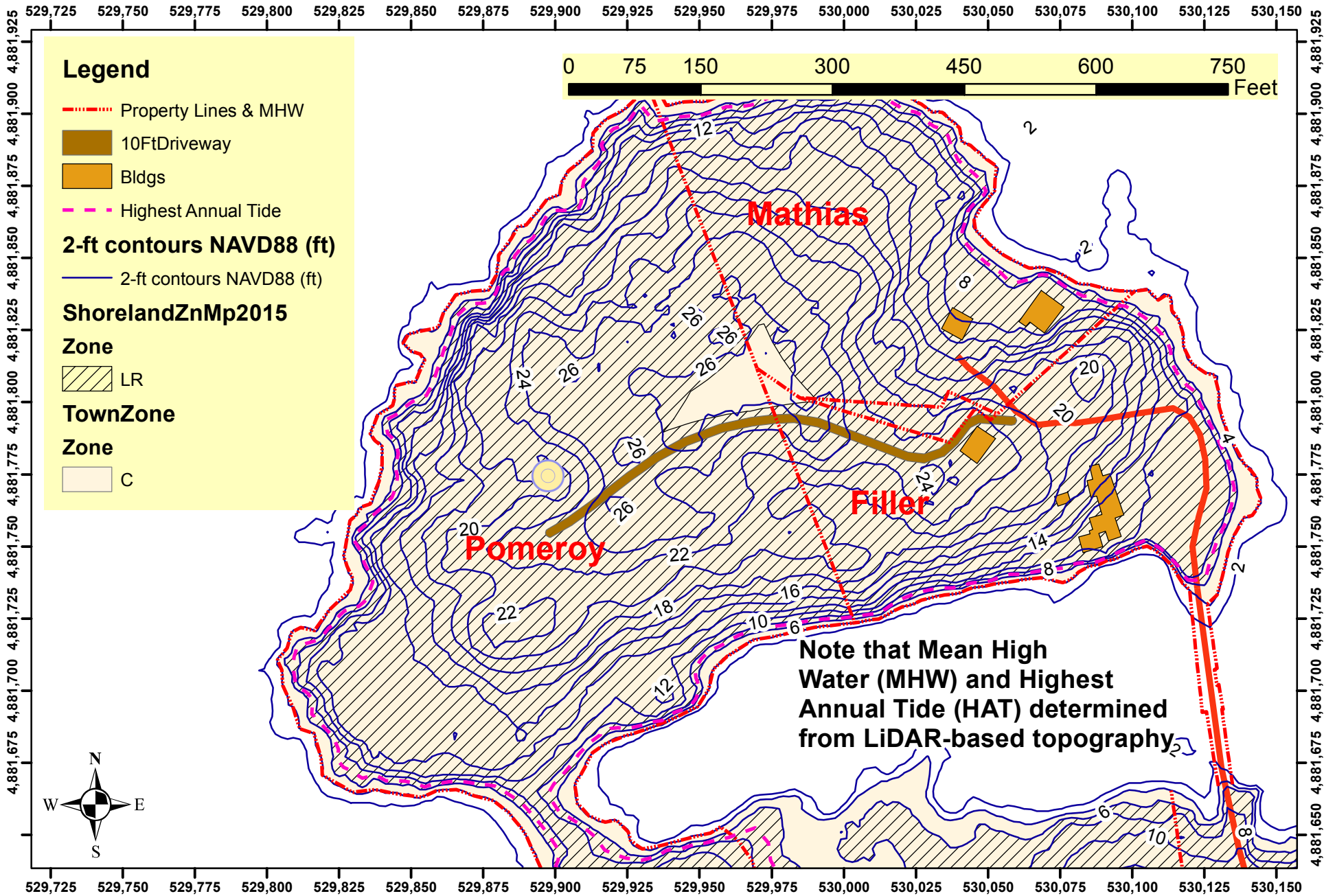
Thank you for hearing the application for a new driveway on Birch Point. This extends from the existing driveway to my potential building lot for one residence. Enclosed is the Documentation & Checklist; Survey by Licensed Maine Surveyor, Sage Collins; and Erosion Control Plan.

All information in the application is complete and correct to the best of my knowledge.

Best Regards,

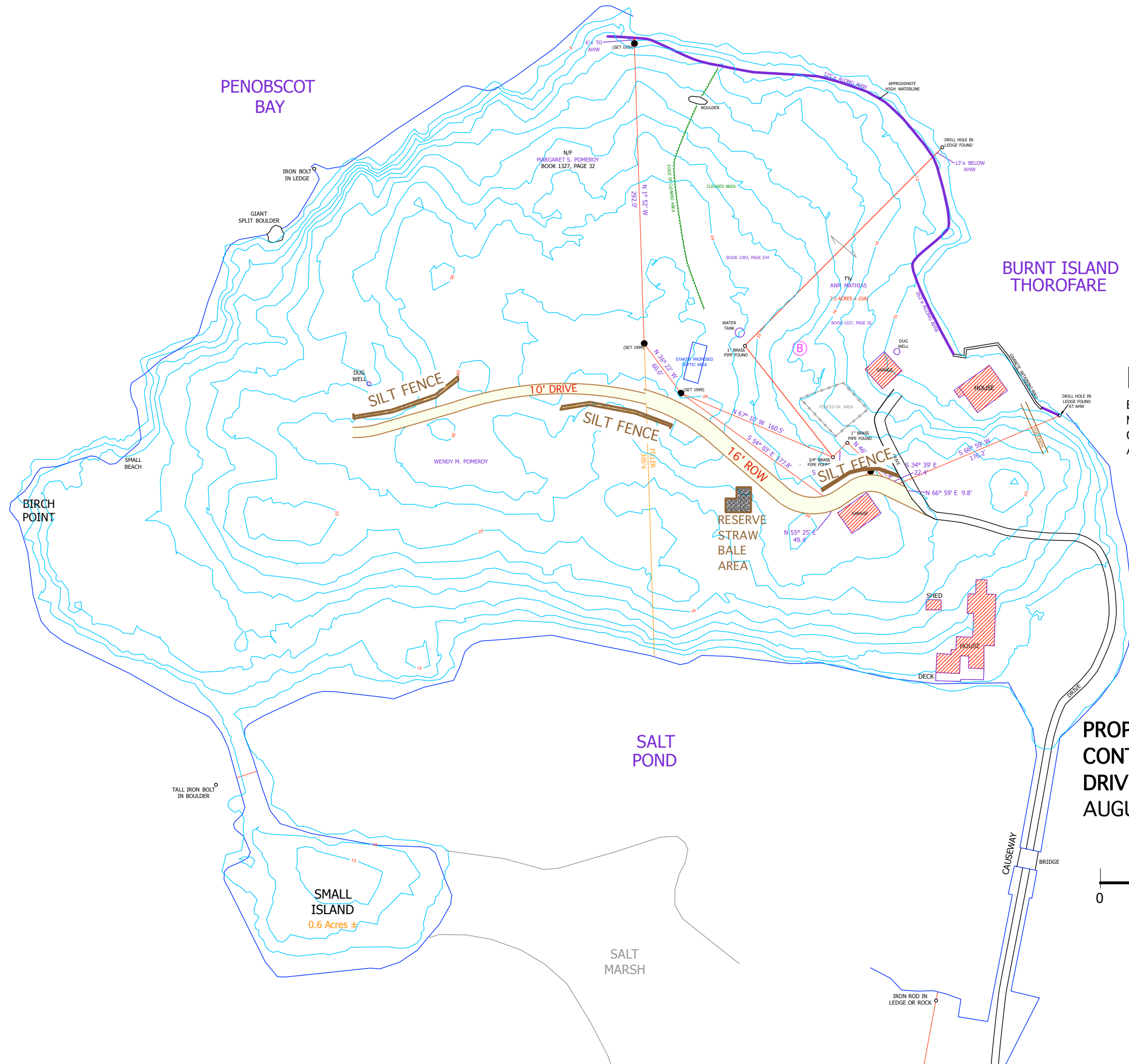
A handwritten signature in black ink, appearing to read "Wendy Pomeroy", with a long horizontal flourish extending to the right.

Wendy Pomeroy



Proposed Driveway into Pomeroy retained property on Birch Pt.
Property lines georeferenced from Sage Collins survey plan
Grid is UTM NAD83, Zone 19N (m)
RGG 8/17/16

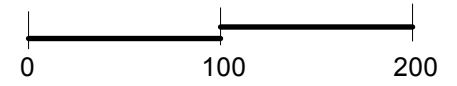
Birch Point
Town of Isle au Haut



EROSION CONTROL PLAN

EXPOSED SOILS TO BE SEEDED WITH CONSERVATION MIX AND MULCHED WITH STRAW OR HAY.
 CONSTRUCTION TO COMPLY WITH SHORELAND ZONING REQUIREMENTS.
 ADDITIONAL SILT BARRIERS TO BE INSTALLED AS REQUIRED.

PROPOSED EROSION CONTROL - NEW POMEROY DRIVEWAY
 AUGUST 16, 2016



Erosion/ Siltation Plan for Driveway Access

Wendy Pomeroy

Birch Point, Isle Au Haut , Me.

July 31, 2016

Wendy,

The plan I propose would utilize green wood chips from clearing the roadway path in combination with fabric silt fence downslope of route where appropriate. Baled straw and/ or hay mulch would be stockpiled and available for mulching exposed soils as road construction advances. Exposed soils will be seeded with conservation mix prior to mulching. The route proposed has few significant side slopes and steep pitches so I feel there should be minimal exposure for any significant soils displacement of environmental concern.

If a depiction of placement of silt barriers is needed prior to tree and slash removal , I would suggest having the draftsman indicate a silt fence along the downslope path of the proposed roadway where contour lines indicate a lower elevation. It's not practical / nor necessary to install a silt fence before removing the tree and slash cover, only after disturbing the soil itself. After clearing the trees and slash we can better place erosion barriers as needed.

I continue to meet voluntary compliance standards to work in the Shoreland Zone, and have 40 years plus experience working almost entirely within SZ areas of IAH.

Sincerely,

Bill Stevens

EROSION CONTROL MIX BERM

Berms of erosion control mix (ECM) are effective on frozen ground, outcrops of bedrock, and heavily rooted forested areas, or when other temporary erosion and sediment control measures are not practicable.

IMPORTANT NOTE:

A great source of erosion control mix is stump grindings. The soil within the root ball should not be removed before grinding as it adds structure to the media. See the Erosion Control Mix Mulch section for material specifications.

CONSTRUCTION SPECIFICATIONS

- It may be necessary to cut, pack down or remove tall grasses, brush or woody vegetation to avoid voids and bridges that allow the washing away of fine soil particles.
- The ECM berm should be a minimum of 12" high and a minimum of two feet wide. On longer or steeper slopes, the will need to be wider and higher.
- Berms composed of ECM can be reshaped when necessary.

Depending upon the type of material, the berm may be placed by hand, machinery, or pneumatic blower.



SILT FENCE

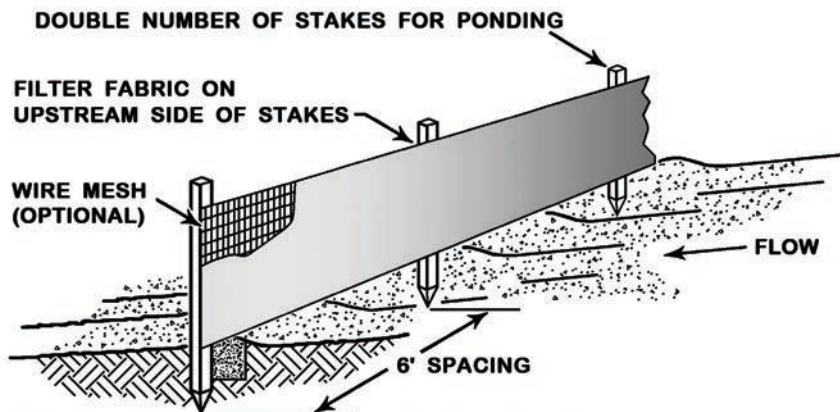
Silt fence is a permeable geotextile fabric which intercepts overland runoff, reduces flow velocity, and promotes the settlement of sediments. The geotextile fabric will degrade due to sun exposure and its life span is approximately one field season. Pre-manufactured silt fencing with attached posts is used in most situations.

CONSTRUCTION SPECIFICATIONS

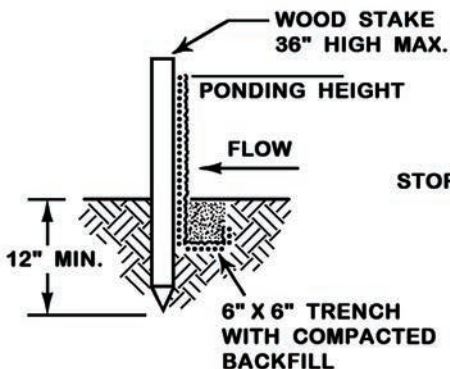
- The fence should be anchored to resist pull-out, and be stretched tightly between stakes to prevent sagging.
- A 6-inch wide and 6-inch deep trench should be excavated upgradient of the fence line to key the “flap” of the fabric. The trench is backfilled and compacted.
- When joints are necessary, filter cloth should be spliced by wrapping end stakes together.
- In areas where the flap cannot be keyed properly (due to frozen ground, bedrock, stony soil, roots, near a protected natural resource, etc.), the silt fence should be anchored with aggregate, crushed stone, erosion control mix, or other material.



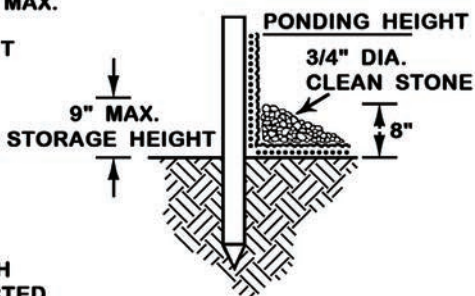
Silt fence can be difficult to install properly in shallow-to-ledge, stony, or forested soils as well as frozen ground. The added disturbance near a water resource is not recommended.



PREFABRICATED SILT FENCE MUST BE INSTALLED PER MANUFACTURER.



WITH TRENCHING



WITHOUT TRENCHING

Silt fence should be removed when the area is stabilized. The collected sediments should be leveled, seeded and mulched.






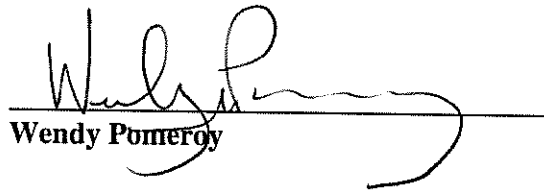
QUITCLAIM DEED WITH COVENANT

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 3rd day of DECEMBER, 2015.

Witness:

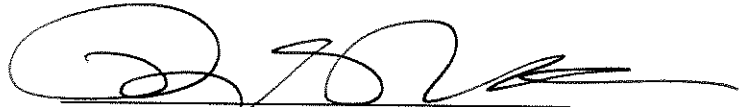


Wendy Pomeroy

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.



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.

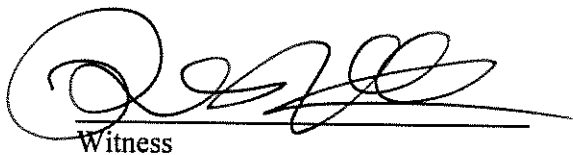
7. The Easement is amended to include Filler as an additional party to the same and Filler hereby agrees to be a party to the same and, as of the date hereof and hereafter, to comply with the covenants, conditions and restrictions as set forth in said Easement.

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

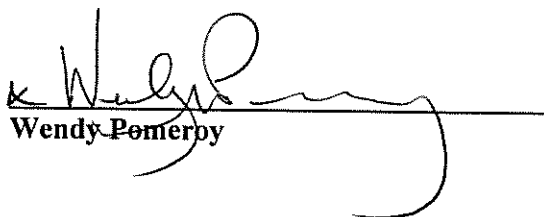
Capitalized terms herein shall have the meaning set forth in the Easement.

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

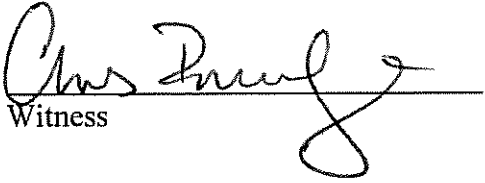
DECEMBER 3, 2015

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

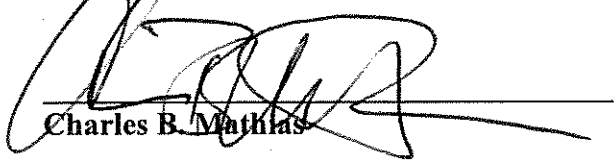


Notary Public ~~ATTEST~~
Printed Name: ~~ROSEMARY B WHITE~~
Commission Expires: ~~WV BAR # 6076~~

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.

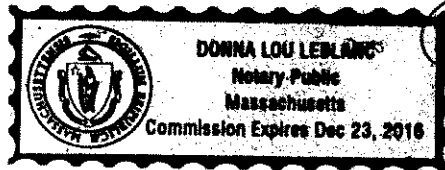
Notary Public
Printed Name: _____
Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

Franklin, SS

November ²⁵, 2015

On this 25th 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:

Bob Gerber

0 430

BK 1327 PG 041

EASEMENT AGREEMENT

This Agreement (the "Agreement") is made and entered into as of this 17th day of January, 1989 by and between Margaret S. Pomeroy, residing at Llewellyn Park, West Orange, New Jersey, who is the grantee of certain real property on Birch Point, in the town of Isle au Haut, Knox County, Maine, more particularly described in Exhibit A attached hereto ("Pomeroy" and "Pomeroy Property," respectively) and Ann B. Mathias, residing at 3808 Leland Street, Chevy Chase, Maryland, who is the grantee of certain other real property on Birch Point as more particularly described in Exhibit B attached hereto ("Mathias" and "Mathias Property," respectively).

WHEREAS, both the Pomeroy Property and the Mathias Property have been surveyed by Richard A. Buxton, Surveyor, of Stonington, Maine, on October, 1988, revised November, 1988, whose survey map thereof (the "Survey") is attached hereto as Exhibit C.

WHEREAS, as indicated on the Survey the Pomeroy Property and the Mathias Property are currently served by: (i) a single roadway extending from the southerly boundary of Parcel C of the Pomeroy Property and continuing northerly across Parcel C of the Pomeroy Property and across a causeway traversing the so-called "salt pond" located on the Pomeroy Property (the "Causeway") and continuing across Parcel A of the Pomeroy Property to the southerly boundary of the Mathias Property (collectively, the "Road"), (ii) a common electrical installation comprising a transformer located at the southwesterly boundary of Parcel C of the Pomeroy Property, and dual transmission wires traversing the "salt pond" located on the Pomeroy Property and continuing to a junction box located in an enclosed area attached to the principal dwelling on Parcel A of the Pomeroy Property from which electricity is delivered to the Pomeroy Property and the Mathias Property, respectively (collectively, the "Electrical Installation") and (iii) a common water system comprising a single well, pump and dual storage tanks located near the southerly and southwesterly boundaries of Parcel C of the Pomeroy Property and removable polyvinyl chloride pipes placed on the causeway across the "salt pond" and continuing through the dwelling located on Parcel A of the Pomeroy Property

to the dwelling located on the Mathias Property (collectively, the "Water System") (the Road, the Electrical Installation and the Water System collectively are the "Common Utilities");

WHEREAS, Pomeroy desires to grant to Mathias a perpetual nonexclusive easement for the purpose of providing the Mathias Property with the beneficial use of the Common Utilities; and

WHEREAS, Mathias desires to accept a perpetual nonexclusive easement from Pomeroy for the purpose of providing the Mathias Property with the beneficial use of the Common Utilities; and

WHEREAS, it is deemed advisable and in their collective best interest by Pomeroy and Mathias that the conditions of all such nonexclusive use, maintenance, and for improvement of the Common Utilities be made the object of the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and for other valuable consideration, the sufficiency of which is hereby acknowledged, Pomeroy and Mathias agree as follows:

ARTICLE I

Section 1.1 Normal Use. Pomeroy hereby grants to Mathias a perpetual nonexclusive easement for the nonexclusive use of the Road as is reasonably necessary for pedestrian and vehicular ingress and egress to the Mathias Property.

Section 1.2 Prohibited Uses. The following uses are prohibited at all times: (a) obstruction of the Road by the parking of vehicles or otherwise; or (b) placing on the Road vehicles or loads in excess of the maximum load capacity of the Road or any part thereof including the bridge.

Section 1.3 Maintenance. The parties hereto recognize that the Road may from time to time require certain maintenance to ensure its safety and serviceability. Each summer, prior to September 15th or at such other times as may be necessary, Pomeroy, in her sole and reasonable discretion, shall determine such maintenance as

shall be required to reasonably maintain the Road and shall arrange therefor.

Section 1.4 Maintenance Expenses. All ordinary maintenance to the Road shall be shared equally by all parties hereto. All extraordinary maintenance or repairs necessitated by exceptional use of the Road, as determined in good faith by the parties hereto, shall be paid for 100% by the party who made such exceptional use of the Road.

Section 1.5 Additional Users. Pomeroy shall have the right to allow additional users to use the Road on a nonexclusive basis upon such terms and conditions as is deemed appropriate by Pomeroy. Notwithstanding the foregoing, Pomeroy may not permit the use of the Road or of the Causeway for the purpose of forming a boundary of any saltwater pond without first discussing such intended use with the other party or parties hereto. However, if in Pomeroy's judgment, such intended use will not have a substantially adverse effect on use of the Road or the Causeway by the other party or parties, Pomeroy may permit the use of the Road or the Causeway for the purpose of forming a boundary of any saltwater pond provided that any additional operating, maintenance and repair expenses of the Road and/or Causeway resulting therefrom (and any replacement of the Road and/or Causeway resulting therefrom) shall be borne solely by Pomeroy and/or such user(s) and further provided that the other party or parties shall be defended, indemnified and held harmless from and against any and all losses, costs, expenses, claims, demands, suits, actions, proceedings, damages or liability which may arise from the creation and use of such pond and any interference to the provision of utility service to the property of the other party or parties hereto.

Section 1.6 Causeway. This Agreement is intended to include the causeway joining the Parcel A and Parcel C portions of the Pomeroy Property (the "Causeway"). The parties agree that any use and maintenance of the Causeway shall be subject to the terms of and conditions of this Article I.

Section 1.7 Prolongation of the Road. This Agreement is not intended to govern the use or maintenance of prolongation of the Road to the Town of Isle au Haut. In addition, it is agreed that this Agreement is



PROPERTY OF
WENDY POMEROY
BOOK 4120, PAGE 161
BOOK 4457, PAGE 271

CENTERLINE OF PROPOSED
16-FOOT WIDE RIGHT-OF-WAY
BEARINGS & DISTANCES
(SEE NOTE)

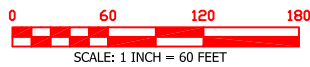
- 1 - S 72° 20' E 28.9' - TIE LINE
- 2 - N 64° 23' W 29.1'
- 3 - A=33,1793' R=31,9562' D=59° 29' 20"
- 4 - S 56° 08' W 14.2'
- 5 - A=61,9002' R=47,5651' D=74° 33' 49"
- 6 - N 49° 18' W 86.2'
- 7 - A=76,1283' R=179,9847' D=24° 14' 04"

NOTE: THE RIGHT-OF-WAY SHOWN IS CALCULATED
ONLY AND HAS NOT BEEN SURVEYED ON THE GROUND.

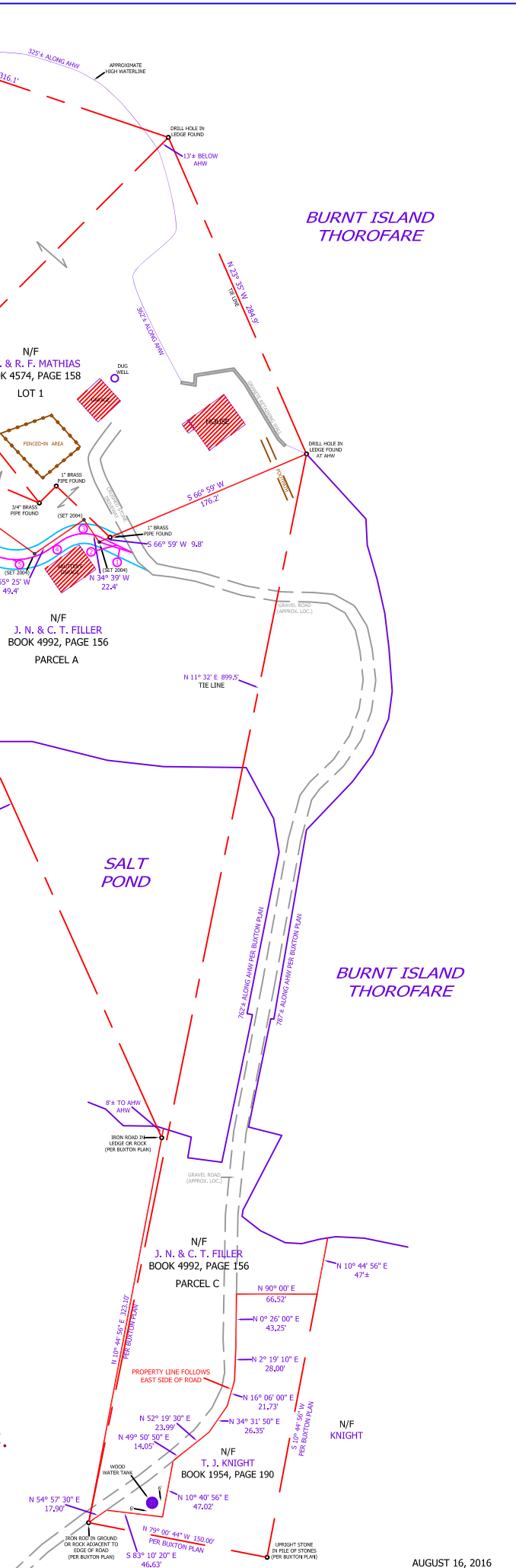
PROPERTY OF
WENDY POMEROY
BOOK 4120, PAGE 161
BOOK 4457, PAGE 271

~ COMPILATION SURVEY ~

THE INFORMATION SHOWN HEREON IS COMPILED
FROM DEEDS AND PRIOR SURVEYS BY THIS OFFICE
AND OTHERS AND IS SHOWN FOR INFORMATIONAL
PURPOSES ONLY.



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



Subject **Re: Survey of Pomeroy Drive**
From Nicholas Filler <j.nicholas.filler@gmail.com>
To Pomeroy wendy <wmpom@comcast.net>
Colleen Filler <ctfiller@gmail.com>, Mathias Charlie
<cbmathias@gmail.com>, Mathias Charlie <cbmathias@yahoo.com>,
Cc Mathias Rob <robert.mathias@ogilvy.com>, Bob Gerber
<planningboard@isleauhautmaine.us>, Deane Rykerson
<rykersonarchitecture@comcast.net>
Date 2016-08-16 19:16



Wendy,

This plan and the easement location set forth on it look fine to me.

Hope all is well with you and your family.

All the best,

Nick

Nick Filler

455 Mathews Road
Conway, MA. 01341

Home: 413-369-4748
Cell: 413-522-4011

On Aug 16, 2016, at 5:14 PM, Pomeroy wendy <wmpom@comcast.net> wrote:

Dear Neighbors,
We have waited patiently for this survey from Sage Collins. It has arrived the day before the Planning Board meeting. This may be brought before the Board if everything looks OK. If not, there will be another meeting some time in September. I would like this to go before the Board tomorrow.

Could you take a look at this and send a quick note of approval to Bob Gerber?

Bob Gerber's email is above.

With Appreciation,
Wendy

<Pomeroy - IAH 8-16-16.pdf>

Wendy M Pomeroy
One Salt Marsh Lane
Kittery Point, ME 03905

Landscape Design and Consultation
Garden Structures

Subject **Re: Survey of Pomeroy Drive**
From Robert Mathias <robert.mathias@ogilvy.com>
To Pomeroy wendy <wmpom@comcast.net>
Cc Mathias Charlie <cbmathias@gmail.com>, Bob Gerber <planningboard@isleauhautmaine.us>, Sarah Mathias <samathias@me.com>
Date 2016-08-17 11:42



Wendy/Bob

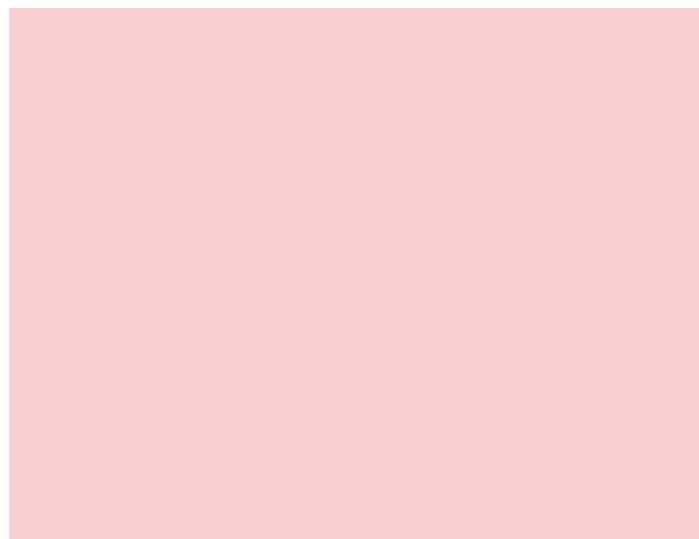
This looks great. Sarah and I are fully supportive

Robert Mathias
CEO | North America
Ogilvy Public Relations
President
Ogilvy Washington
T 202 729 4000
ogilvy.com

From: Pomeroy wendy <wmpom@comcast.net>
Sent: Tuesday, August 16, 2016 5:14:40 PM
To: Filler Nick; Colleen Filler
Cc: Mathias Charlie; Mathias Charlie; Robert Mathias; Bob Gerber; Deane Rykerson
Subject: Survey of Pomeroy Drive

Dear Neighbors,
We have waited patiently for this survey from Sage Collins. It has arrived the day before the Planning Board meeting. This may be brought before the Board if everything looks OK. If not, there will be another meeting some time in September. I would like this to go before the Board tomorrow.

Could you take a look at this and send a quick note of approval to Bob Gerber?
Bob Gerber's email is above.
With Appreciation,
Wendy



Privileged/Confidential Information may be contained in this message. If you are not the addressee indicated in this message, you should destroy this message. For more information on WPP's business ethical standards and corporate responsibility policies, please