EXHIBIT 18

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Affidavit and Professional Report
By
Donald R. Richards, P.L.S

UPON OATH, I, Donald Richards, based on my own personal knowledge and based upon information which I believe to be true, state as follows:

1. I am a resident of Rockport, Maine residing at 56 Kimberly Drive, Rockport, Maine 04856. I am a licensed surveyor (P.L.S. 1209) in the State of Maine. I have testified frequently as an expert in Maine Courts as an expert on survey and access and boundary disputes. This affidavit is made based on my review of the title records at the Waldo County Registry of Deeds and other materials including maps and tax records and my personal knowledge.

2. I have had opportunity to review deeds and materials pertaining to the ownership limits of the various properties at the Little River neighborhood in Belfast and Northport with particular attention to the location of the pipeline proposed by Nordic Aquafarms.

3. The pipeline is proposed to cross the property of Richard and Janet Eckrote but a review of the deeds indicates there are two points which are problematic for the applicant, Nordic Aquafarms. The Eckrotes' predecessor in title did not acquire the shore and the flats adjoining their property, they are included in the deed to Mabee and Grace, and there is a restriction on the Eckrotes' property from a previous deed which prohibits commercial use. I will elaborate upon each issue.

4. Richard and Janet Eckrote acquired their property under a probate deed from the Estate of Phyllis J. Poor. My research indicates that Phyllis Poor acquired title through a deed to Fred R. Poor from Harriet Hartley dated January 25, 1946 as recorded in Book 452, Page 205 of the Waldo County Registry of Deeds. That deed to Fred R. Poor described the southeasterly boundary of the property as running, "Easterly and Northeasterly along high-water mark of Penobscot Bay...". That language clearly bounds the land conveyed at the high-water mark and excludes the lands between the high-water mark and the low water mark of Penobscot Bay so Phyllis Poor did not have shore or intertidal rights to convey under that deed.

5. To clarify, the shore is the land between the ordinary low stage and ordinary high stage of the water or all the ground between the ordinary high water mark and low water mark.[1] This area is also known as flats, intertidal zone, foreshore, beach, or the beachfront area.[2] It may be sold separately from the upland and may be excluded from a sale of the upland by appropriate wording. The deed to Fred R. Poor ran easterly and northeasterly along high-water mark of Penobscot Bay thereby excluding the shore and flats or the land between the high-water mark and the low water mark which was retained by Harriet L. Hartley in that conveyance. While Fred R. Poor owned to the high-water mark, Harriet L. Hartley continued to own the land between Fred R. Poor at high water mark on the north and Penobscot Bay at low water mark. By the use of the very specific and clear language used in that deed of conveyance and subsequent conveyances it must be concluded that it was her intention to retain the intertidal land between land of Fred R. Poor and the bay.

6. As I traced the record title back to discern who owned the shore and the flats it became obvious that they belong to Jeffrey R. Mabee and Judith B. Grace under their deed from Heather O. Smith dated May 15, 1991 as recorded in Book 1221, Page 347 of the Waldo County Registry of Deeds. That deed describes their land as bounded, "northerly by land of Fred R. Poor", which line of Fred Poor started at the Atlantic Highway, A/K/A/ U.S. Route 1, and extended easterly over the upland and continued easterly along the high water mark to land deeded to Cassida in 1946 by Harriet L. Hartley (Book 438, Page

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[1] ***Proctor v. Hinkley*, 462 A.2d 465 (Me. 1983); *Hodgdon v. Campbell*, 411 A.2d 667 (Me. 1980); *Sinford v. Watts*, 123 Me. 230, 122 A. 573 (1923); *McLellan v. McFadden*, 114 Me. 242 (1915); *Dunton v. Parker*, 97 Me. 461 (1903); *Proctor v. Railroad Co.*, 96 Me. 458 (1902); *Abbott v. Treat*, 78 Me. 121 (1886); *Montgomery v. Reed*, 69 Me. 510 (1879); *Littlefield v. Littlefield*, 28 Me. 180 (1848); *Hodge v. Boothby*, 48 Me. 68 (1861 Me.).** In ***Lapish v. Bangor Bank*, 8 Me. 85 (1831)**, the court adopted the following definition:

> The sea shore must be understood to be the margin of the sea, in its usual and ordinary state. Thus when the tide is out, low water mark is the margin of the sea, and when the sea is full, the margin is high water mark. The sea shore is, therefore, all the ground between ordinary high-water mark and low water mark.

Id. at 89-90. *See also,* ***Storer v. Freeman*, 6 Mass. 435, 4 Am.Dec. 155 (1810).**

[2]2. ***Bell v. Town Of Wells*, 557 A.2d 168, 57 U.S.L.W. 2590 (Me. 1989).** For the definition of beach see ***Littlefield v. Littlefield*, 28 Me. 180 (1848)** *See also,* Me. Rev. St. Ann. tit., 12, § 572.

497), and was bounded, "Easterly by Penobscot Bay", which description necessarily includes the shore and the flats in front of the Eckrote property and northeasterly to the extent of the Fred R. Poor tract. That deed to Mabee and Grace excluded the land conveyed to Theye which also terminates at the high-water mark. The wording in the deed to Larry D. Theye and Betty Becker-Theye dated June 29, 1992 as recorded in Book 1303, Page 184 states that their boundary runs from an iron pin 39 feet more or less, "to the high water mark of Penobscot Bay; thence turning and running northeasterly along said high water mark three hundred thirty three (333) feet, more or less, to an iron pipe". Again, that wording in the Theye deed, carried forward from the creation of the lot in 1964 (Book 621, Page 288), left the land between the high-water mark and the low water mark in the ownership of the Mabee and Grace predecessors in title.

7. The deed to Mabee and Grace also states that the premises were conveyed, "Together with our right, title and interest in and to that portion of the premises which lies between high and low water mark commonly designated as the flats". The Mabee and Grace tract is the residual property of Harriet L. Hartley less the land of Theye. Harriet L. Hartley clearly owned the shore and flats between the properties of Fred R. Poor (which includes the land now of Eckrote (Tax Map 29, lot 36), Morgan (Tax Map 29, lot 35) and land now of Theye (Tax Map 29, lot 37)) and Penobscot Bay. That land was included in the description of the deed to Mabee and Grace.

8. It should be noted that while the deed to Phyllis J. Poor (Book. 1228, Page 346) calls for the boundary at the shore to run "Easterly and Northeasterly along high-water mark of Penobscot Bay...", the description in the deed from the Estate of Phyllis J. Poor to Richard and Janet Eckrote, dated October 15, 2012 and recorded in Book 3697, Page 5 of the Waldo County Registry of Deeds, has been altered to read, "to the high water mark of Penobscot Bay; Thence generally southwesterly along said Bay a distance of four hundred twenty five (425) feet more or less to a 5/8" capped rebar set..." which would suggest that the estate was conveying the shore and flats adjoining the Eckrote property. That portion of the written description is clearly erroneous. The description includes the statement that, "The description above is based on a survey entitled "Boundary Survey of the Property of Phyllis J. Poor Estate" dated August 31, 2012, oriented to magnetic north, August 2012, by Good Deeds, Inc.". This survey was not recorded but a survey bearing that name and date was produced in a filing submitted by Nordic Aquafarms to the Maine Bureau of Parks and Lands on May 16, 2019. The copy of the survey I have reviewed bearing that title and details clearly labels the boundary of the Phyllis J. Poor lot (now lot of Janet and Richard Eckrote) as running 425 feet more or less along the high water line. There is therefore a discrepancy between the

plan ("along high water") and the written description ("along said Bay"). The subsequent re-description in the deed to Ekrote altered the boundary description such that it was inconsistent with the previous deeds back to 1946 and the subsequent 8-31-2012 survey by Good Deeds, incorporated by reference into the 10-15-2012 deed. The correct monument, the high water mark, was erroneously replaced by a call for the bay, which if implemented would extend and unfairly expand the grant to the low water mark[3].

9. It is a longstanding and well established rule of deed construction that when a deed refers to a survey plan in the descriptive language that plan is incorporated into the deed, becomes a material and essential part of the deed, and is subject to no other explanations by extraneous evidence than if all the particulars of the plan had been actually inserted in the body of the grant or deed and furthermore the parties are chargeable with full notice of the contents of the plan whether the plan is recorded or not[4]. When a survey and plan is made and a deed description is prepared based on the survey and plan, the lines and corners made and fixed by that survey are to be respected as determining the extent and bounds of the tract and if the written description disagrees with the survey and plan the erroneous description will not stand over and against the survey and plan[5].

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[3] ***Ilsley v. Kelley*, 113 Me. 497, 505 (1915)** (If the owner of a parcel of land, through inadvertence or ignorance of the dividing line, includes a part of an adjoining tract within his enclosure, this does not operate a disseizin. ... To allow the defendant's claim to include a part of lot 15 as in a deed of a part of lot 14, would, as held in *Robinson v. Miller*, 37 Maine 312, "be to contradict or vary the plain and unambiguous stipulations of his deed, and to enlarge his grant in a manner unauthorized by law." (See *Brown v. Gay*, 3 Maine, 128).

[4] ***Kinney v. Central Maine Power Co.*, 403 A.2d 346, 351 (Me. 1979); *Perkins v. Jacobs*, 124 Me. 347, 349 (1925); *Bradstreet v. Winter*, 119 Me. 30, 38 (1920); *McElwee v. Mahlman*, 117 Me. 402, 406 (1918); *Danforth v. Bangor*, 85 Me. 423, 428 (1893); *Chesley v. Holmes*, 40 Me. 536, 546 (1855); *Palmer v. Dougherty*, 33 Me. 502, 506 (1851)** ("*Where land is conveyed according to a plan taken, the courses, distances and lines there delineated, are regarded, in legal construction, as the description, by which the limits of the grant are to be ascertained. Proprietors of Kennebec Purchase v. Tiffany*, 1 Maine, 219; *Thomas v. Patten*, 13 Maine, 329; *Davis v. Rainsford*, 17 Mass. 207."); ***Lincoln v. Wilder*, 29 Me. 169, 179 (1848); *Eaton v. Knapp*, 29 Me. 120, 122 (1848); *Proprietors of Kennebec Purchase v. Tiffany*, 1 Me. 219, 223 (1821).**

[5] This principle is more fully explained in, "**Principles and Procedures for the Location of Boundaries in Maine**", Maine State Bar Association Practice Series 102 - Number 1, August 2006 by Donald R. Richards and Knud E. Hermansen, Pages 145 - 149. See also, ***Chandler v. Green*, 69 Me. 350, 352 (1879)** ("If a deed contains an admixture of correct and erroneous calls, and evidence can show which is false and true, then: *...by well established principles of law, the false is to be discarded, and the true adopted. Jones v. Buck*, 54 Maine 301; *approved and explained in Jones v. McNarrin*, 68 Maine, 334."); ***Palmer v. Dougherty*, 33 Me. 502, 506 (1851)** ("*Where land is conveyed according to a plan taken, the courses, distances and lines there delineated, are regarded, in legal construction, as the description, by which the limits of the grant are to be ascertained. Proprietors of Kennebec Purchase v. Tiffany, 1 Maine, 219; Thomas v. Patten*, 13 Maine 329; *Davis v. Rainsford*, 17 Mass. 207."); ***Lincoln v. Wilder*, 29 Me. 169, 182 (1848)** ("*... we are inclined to the determination, that the plan is the more certain and prominent part of the description.*"); ***Bussey v. Grant* 20 Me. 281, 286 (1841)** ("*...like other grants, exceptions or reservations, which depend on a plan, the actual survey and location on the face of the earth are to determine their boundary and extent. This has become an established principle in regard to grants and conveyances depending on a plan, which cannot be departed from without unsettling the bounds of lands in a great part of the State.*"); ***Heaton v. Hodges*, 14 Me. 66, 69-70 (1836)** ("*We have understood the rule applied in such cases has been, that the survey actually made, if it can be ascertained, is to govern the location.*") ***Pike v. Dyke*, 2 Me. 197, 199 (1823).**

10. The court has made it clear that in matters of real estate you cannot convey that which you do not own[6] and that a mistake does not create a right[7]. The deed to Eckrote at best creates a color of title[8] which in reality is only a semblance of a title based on the defective description. That erroneous change in the written description did not increase the land area that Phyllis J. Poor could rightfully convey to the Eckrotes. Her estate could not convey land owned by Jeffrey R. Mabee and Judith B. Grace. Furthermore, the court has held that the simple recording of the deed would not diminish the ownership of Mabee and Grace who had no actual notice of the error[9].

11. It should be noted that the surveys presented by Good Deeds on August 31, 2012 and more recently on April 2, 2018 (produced by Nordic Aquafarms in a filing dated June 10, 2019 submitted to the Maine DEP) and the letter by James Dorsky (dated May 16, 2019 and submitted to DEP on June 10, 2019) support my position or raise serious doubts about the Eckrotes' rights in the shore and flats. As noted in paragraph 8 above, the "Boundary Survey of the Property of Phyllis J. Poor Estate" dated August 31, 2012 by Good Deeds indicates that the Eckrotes boundary runs 425 feet more or less along the high water line. The later Good Deeds survey by Clark Staples, dated April 2, 2018, has a note which raises the question of the altered description and, "the ability of the Estate of Phyllis J. Poor to grant an easement below the high water mark". The Letter of Mr. Dorsky to Mr. Erik Heim dated May 16, 2019 states in the last sentence of the first page that the conveyance to Cassida, "created a boundary line across the flats between the flats northerly of this line that were conveyed to Cassida (now Helmers at Tax Map 29, lot 34) and the flats southerly of this line that Hartley would have still owned in front of Poor (now Ekrote (Tax Map 29, lot 36) and Morgan (Tax Map 29, lot 35)) and southerly to Little River".

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[6] ***Calthorpe v. Abrahamson*, 441 A.2d 284, 287 (Me. 1982)** ("*A grantor can convey effectively by deed only that real property which he owns.* See *May v. Labbe*, 114 Me. 374, 96 A. 502 (1916); 6 U. Thompson, Commentaries on the Modern Law of Real Property § 2935 (1962)."); ***Dorman v. Bates Mfg. Co.*, 82 Me. 438, 448 (1890)** ("*One cannot convey what he does not own. One cannot convey land, nor create an easement in it unless he owns it. An attempt to do so may render him liable on the covenants in his deed; but neither the land nor the easement will pass.*"); ***Eaton v. Town of Wells*, 2000 ME 176** ("*a person can convey only what is conveyed into them.*") See ***May v. Labbe*, 114 Me. 374, 380 (1916)** ("*However much they may have intended to convey, they conveyed no more than the deeds properly construed conveyed.*").

[7] ***Otis v. Moulton*, 20 Me. 205 (1841).**

[8] ***Wallingford Fruit House v. MacPherson*, 386 A.2d 332 (Me. 1978)** ("*Color of title" has been defined to be that which in appearance is title, but which in reality is no title. Wright v. Mattison, 59 U.S. 50, 56, 15 L. Ed. 280 (1855).*").

[9] ***Roberts v. Richards*, 84 Me. 1, 6 (1891)** ("*While such a deed recorded is evidence of the extent of the grantee's claim, the registration is constructive notice only to those who would claim under the same grantor. Tilton v. Hunter,* 24 Maine 29; *Spofford v. Weston,* 29 Maine 145; *Roberts v. Bourne,* 23 Maine, 165, 169; *Veazie v. Parker,* 23 Maine 170; *Little v. Megquier,* 2 Maine, 178. *Said Wilde, J.: "To hold the proprietors of land to take notice of the records of deeds to determine whether some stranger has without right made conveyance of their land, would be a most dangerous doctrine and cannot be sustained with any color of reason or authority." Bates v. Norcross,* 14 Pick. 224.).

12. The same deed cited above to Fred R. Poor from Harriet Hartley (Book 452, Page 205) contains the following wording: "The lot or parcel of land herein described is conveyed to Fred R. Poor with the understanding it is to be used for residential purposes only and that no business for profit is to be conducted there unless agreed to by Harriet L. Hartley, her heirs or assigns". That clause was undoubtedly inserted in the deed to protect the remaining land of Hartley, now owned by the Theyes and Mabee and Grace. It is my understanding that a restriction, easement or encumbrance rooted in language specifying the inclusion of heirs and assigns runs with the land[10] even if not reiterated in the subsequent deeds and in this instance Larry Theye and Betty Becker-Theye and Jeffrey Mabee and Judith Grace are assigns under the deeds of Harriet Hartley.

DATED: July 12, 2019

Donald R. Richards, P.L.S.

STATE OF MAINE OF MAINE DONALD R. RICHARDS #1209 PROFESSIONAL LAND SURVEYOR

STATE OF MAINE, Knox County, ss. July 12th, 2019

Then personally appeared the above-named, Donald Richards, who swore that the foregoing statements by him are true, based upon his personal knowledge, information and belief, and based upon information and belief, he believes such information to be true.

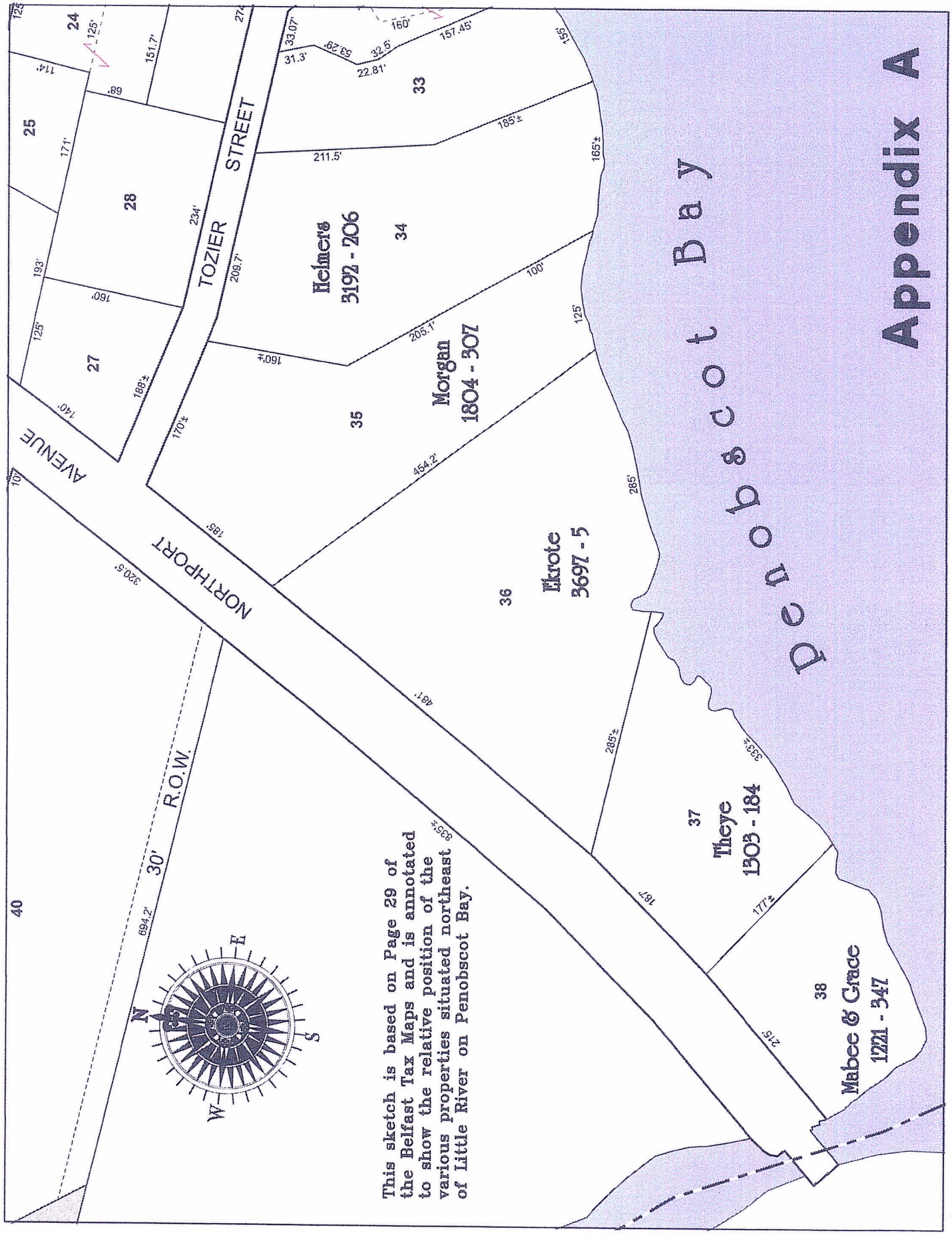
Before me,

Notary Public/Attorney at Law

Printed Name: DANA STROUT

[10] Appurtenant easements, created to benefit land, run with the land even though not specifically cited in subsequent deeds. The easement attaches to the land and belongs to the property. (***Cole v. Bradbury*, 86 Me. 380 (1894); *Dority v. Dunning*, 76 Me. 381 (1886)**) This principle has been codified in Me. Rev. St. Ann. Title 33 § 773 which states:

> In a conveyance of real estate all rights, easements, privileges and appurtenances belonging to the granted estate shall be included in the conveyance, unless the contrary shall be stated in the deed.


Appendix A
Penobscot Bay
TOZIER STREET
NORTHPORT AVENUE
30' R.O.W.
Helmers
3192 - 206
Morgan
1804 - 307
Ekrote
3697 - 5
Theye
1303 - 184
Mabee & Grace
1221 - 347
24
25
27
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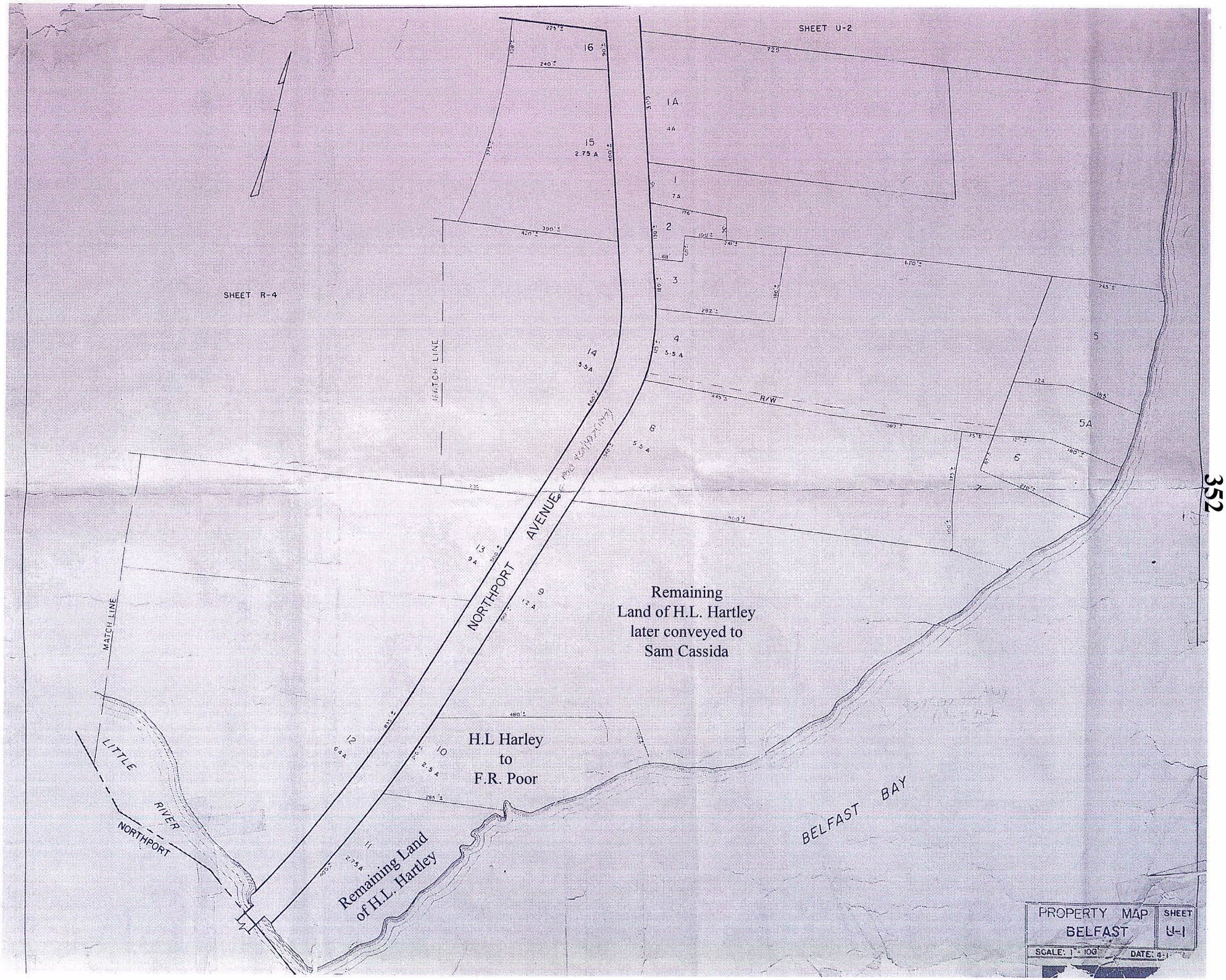
40
This sketch is based on Page 29 of the Belfast Tax Maps and is annotated to show the relative position of the various properties situated northeast of Little River on Penobscot Bay.


SHEET U-2
SHEET R-4
MATCH LINE
MATCH LINE
NORTHPORT AVENUE
R/W
Remaining
Land of H.L. Hartley
later conveyed to
Sam Cassida
H.L Harley
to
F.R. Poor
Remaining Land
of H.L. Hartley
LITTLE RIVER
NORTHPORT
BELFAST BAY
PROPERTY MAP
BELFAST
SHEET
U-1
SCALE: 1" = 100'
DATE: 9-1