

EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, THAT the INHABITANTS OF THE TOWN OF HARPSWELL (the "Town"), a municipal corporation existing under the laws of the State of Maine with a mailing address of P.O. Box 39, Harpswell, ME 04079, for consideration paid by BRUCE L. ALLEN and JOANNE R. ALLEN, Trustees, or their successors in trust, under the Bruce L. Allen Living Trust, dated October 9, 2008 (and any amendments thereto) and JOANNE R. ALLEN and BRUCE L. ALLEN, Trustees, or their successors in trust, under the Joanne R. Allen Living Trust, dated October 9, 2008 (and any amendments thereto) (collectively the "Grantee"), with a mailing address of 971 Lido Court, Marco Island, FL 34145, the receipt and sufficiency whereof it does hereby acknowledge, does hereby grant unto Grantee in said capacity, permission to utilize the Easement Area as shown on Exhibit A attached hereto and incorporated herein for the purpose of locating a private underground utility line within the Abner Point Road right-of-way, in a manner not to interfere with the public highway use, including the right to enter upon said land to construct, maintain, repair and replace said private underground utility line; provided that said private underground utility line is run and maintained in compliance with all applicable State and local laws and regulations. The Grantee shall have no right under this easement to alter or open the surface of Abner Point Road in any way or to store any vehicle, equipment, machinery or materials in or on the Easement Area.

This easement is granted subject to the condition that, in the event any repair or replacement requires a disturbance of the easement area in, over or under the Town's Abner Point Road right-of-way, Grantee, his, her, its and their heirs, successors and assigns, shall minimize the total area of soil disturbance, shall install appropriate erosion and sedimentation control measures prior to the necessary work, shall obtain in advance any and all licenses or permits required by law, and shall assume full responsibility for the cost of restoring the area encumbered by this easement to its prior condition.

Grantee, by accepting delivery of this deed and recording of the same at the Cumberland County Registry of Deeds, agrees (i) to maintain comprehensive general liability insurance in an amount of not less than Four Hundred Thousand Dollars (\$400,000), combined single limit for bodily injury, death and property damage, and which amount will be increased from time to time, but only if required to meet the minimum liability exposure provisions of the Maine Tort Claims Act, as it may be amended, protecting both Grantee and the Town herein, their heirs, successors and assigns, from and against all claims, damages and losses resulting from the location of the said private underground utility line on the Town's property and/or arising out of the exercise by Grantee of the rights granted by this easement; (ii) to defend, indemnify and hold harmless the Town, its officers, agents and employees, from and against all claims, damages and losses resulting from the location of the said private underground utility line

on the Town's property and/or arising out of the exercise by Grantee of the rights granted by this easement; and (iii) to be bound by the covenants and conditions set forth herein to be performed by Grantee.

The land of Grantee benefited by this easement is more particularly described in a deed dated July 15, 2010 and recorded in the Cumberland County Registry of Deeds in Book 27917, Page 61.

IN WITNESS WHEREOF, the said Inhabitants of the Town of Harpswell has caused this instrument to be signed and sealed, by its Board of Selectmen, duly authorized by Town Meeting, this ____ day of _____, 2014.

SIGNED, SEALED AND DELIVERED
in presence of:

WITNESS

Chairman, Board of Selectmen

WITNESS

Selectman

WITNESS

Selectman

STATE OF MAINE
CUMBERLAND, ss. _____, 2014

Personally appeared before me the above-named _____ and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said Inhabitants of the Town of Harpswell.

Notary Public/Attorney at Law

Print Name

EXHIBIT A
Easement Area

A certain four foot (4') wide lot or parcel of land located both within and on the southerly side of Abner Point Road on Bailey Island in the Town of Harpswell, County of Cumberland and State of Maine, and being more particularly described as follows:

Beginning at a point on the northerly sideline of Abner Point Road located S 86°04'41" E a distance of forty-five feet (45') from an one-half inch (1/2") iron rod flush at the southeasterly corner of land now or formerly of Hamilton P. Star described in a deed dated October 17, 1975 and recorded in the Cumberland County Registry of Deeds in Book 3768, Page 310;

Thence turning to the right at a right angle and running a distance of forty feet (40') under Abner Point Road to a point on land now or formerly of the Inhabitants of the Town of Harpswell described in a deed dated May 29, 1986 and recorded in said Registry of Deeds in Book 7490, Page 76;

Thence turning S 86°04'41" E and running a distance of four feet (4') to a Central Maine Power Company pole existing as of the date of this instrument;

Thence turning to the left at a right angle and running a distance of forty feet (40') under Abner Point Road to a point on land now or formerly of Grantees and recorded in said Registry of Deeds in Book 27917, Page 61;

Thence turning N 86°04'41" W and running a distance of four feet (4') along the northerly sideline of Abner Point Road to a point, said point being the point of beginning.

Reference is made to a plan entitled "Standard Boundary Survey of Property at 26 Abner Point Road, Bailey Island, Harpswell, Maine for Bruce L. Allen" prepared by Brian K. Johnson, PLS of MidCoast Survey Co. and recorded in said Registry of Deeds in Plan Book 210, Page 210.

This easement is subject to rights of the public in and to the use of Abner Point Road.