

SUPPLEMENTAL WARRANT
SPECIAL TOWN MEETING
HARPSWELL, MAINE
JUNE 1, 2021

Cumberland, s.s.

State of Maine

To Catherine J. Doughty, a resident of the Town of Harpswell:

You are hereby required in the name of the State of Maine to notify and warn the inhabitants of the Town of Harpswell qualified to vote in Town affairs to assemble at the Harpswell Community School, 308 Harpswell Islands Road, Harpswell, on Tuesday, the first day of June, 2021 at 6:30 p.m. of said day, to act on Article 4 set forth below in addition to Articles 1 through 3 as set forth in the Warrant for Special Town Meeting.

Art. 4 - To see if the Town will vote to authorize the Board of Selectmen to execute and deliver an easement deed in substantially the same form as shown on the attached (to the Supplemental Warrant) to Bellevue Properties LLC, or its successor or nominee, for a four-foot-wide private underground utility line installation within the Lookout Point Road right-of-way.

Recommended by Selectmen

The Selectmen hereby give notice that the Registrar of Voters will be available at the Town Office during regular business hours for the entire week preceding said meeting to receive applications of persons claiming the right to vote at said meeting and to make corrections to the list of voters. Registrations will be accepted at the meeting.

Given under our hand this twentieth day of May, 2021.

Kevin E. Johnson



David I. Chipman



Jane G. Covey

A majority of the Harpswell Board of Selectmen

A true copy, attest:



Rosalind Knight, Town Clerk

EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, THAT the **INHABITANTS OF THE TOWN OF HARPSWELL**, a municipal corporation with a place of business in Harpswell, Maine (the "Town"), for consideration paid by **BELLEVUE PROPERTIES LLC**, a Maine limited liability company with a mailing address of P.O. Box 1395, Auburn, ME 04212, its successors and assigns ("Grantee"), the receipt and sufficiency whereof it does hereby acknowledge, does hereby release to the Grantee an easement appurtenant to the Grantee's property described in the deed from Mary N. Tassinari to Grantee dated February 12, 2020 and recorded in the Cumberland County Registry of Deeds in Book 36435, Page 178 (the "Grantee's Property") as set forth herein.

Grantee shall have a non-exclusive easement under a portion of the Lookout Point Road right-of-way in Harpswell, Cumberland County, Maine, to bury in a trench a private, underground electric service line serving the Grantee's Property (the "Line"). The Line shall connect to Central Maine Power pole number 17, run underground under the Lookout Point Road right-of-way, and shall connect to the building located on the Grantee's Property, as generally shown on the sketch attached hereto as **Exhibit A**. The Grantee agrees to undertake all work permitted hereunder at its sole cost and expense, and to thereafter remain solely responsible for maintaining and repairing the Line.

Grantee shall provide written notice to the Town prior to commencing any work hereunder. Once such work is commenced within the road right-of-way, Grantee shall diligently pursue completion of such work in no more than three (3) business days, and in any event all such work within the road right-of-way shall be completed no later than forty five (45) days from the date this Easement is recorded in the Cumberland County Registry of Deeds. Grantee agrees to install, operate and maintain the Line at all times in compliance with all applicable State and local laws, rules and regulations, including all license or permits required by law, and shall use best efforts to minimize interference with, or disruption of, the use of the road. No storage of vehicles, equipment, machinery or materials is permitted within the road right-of-way. Following the exercise of its rights hereunder, Grantee shall promptly restore the surface of the ground, including pavement, to substantially the same or better condition as existed prior to the undertaking of such work. If Grantee fails to do so within a reasonable period of time following written notice to the Grantee of such failure, the Town reserves the right to perform such work, in which case the Grantee shall be responsible for paying all reasonable costs for such work within ten (10) days of receipt of a written invoice from the Town. In the event that the Grantee requires additional entry onto the road right-of-way for future maintenance, repair or replacement of the Line, such work will only be undertaken in accordance with the conditions set forth herein and under the Town's supervision.

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, their respective heirs, successors and assigns, from and against all claims, damages and losses resulting from said private Line 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, including without limitation any damage caused to existing utilities in said road, such as the water line described in the instrument deed dated April 4, 1985 and recorded in said Registry in Book 6737, Page 305; and (iii) to be bound by the covenants and conditions set forth herein to be performed by Grantee.

For so long as this easement is in effect, all deeds conveying the Grantee's Property shall include a reference to this instrument.

In the event that Grantee ceases using the Line for more than one (1) year, the rights and easements conveyed herein shall automatically terminate and be of no further force and effect and the Town shall be entitled to record an instrument in said Registry of Deeds evidencing such termination.

All of the foregoing rights and easements described herein and the terms and conditions thereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, and shall run with the land.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the said Inhabitants of the Town of Harpswell has caused this instrument to be signed and sealed, by Board of Selectmen, duly authorized by Town Meeting, this ___ day of _____, 2021.

INHABITANTS OF THE TOWN OF
HARPSWELL

Witness

By: _____
Chairman, Board of Selectmen

Witness

Selectman

Witness

Selectman

STATE OF MAINE
CUMBERLAND, SS

_____, 2021

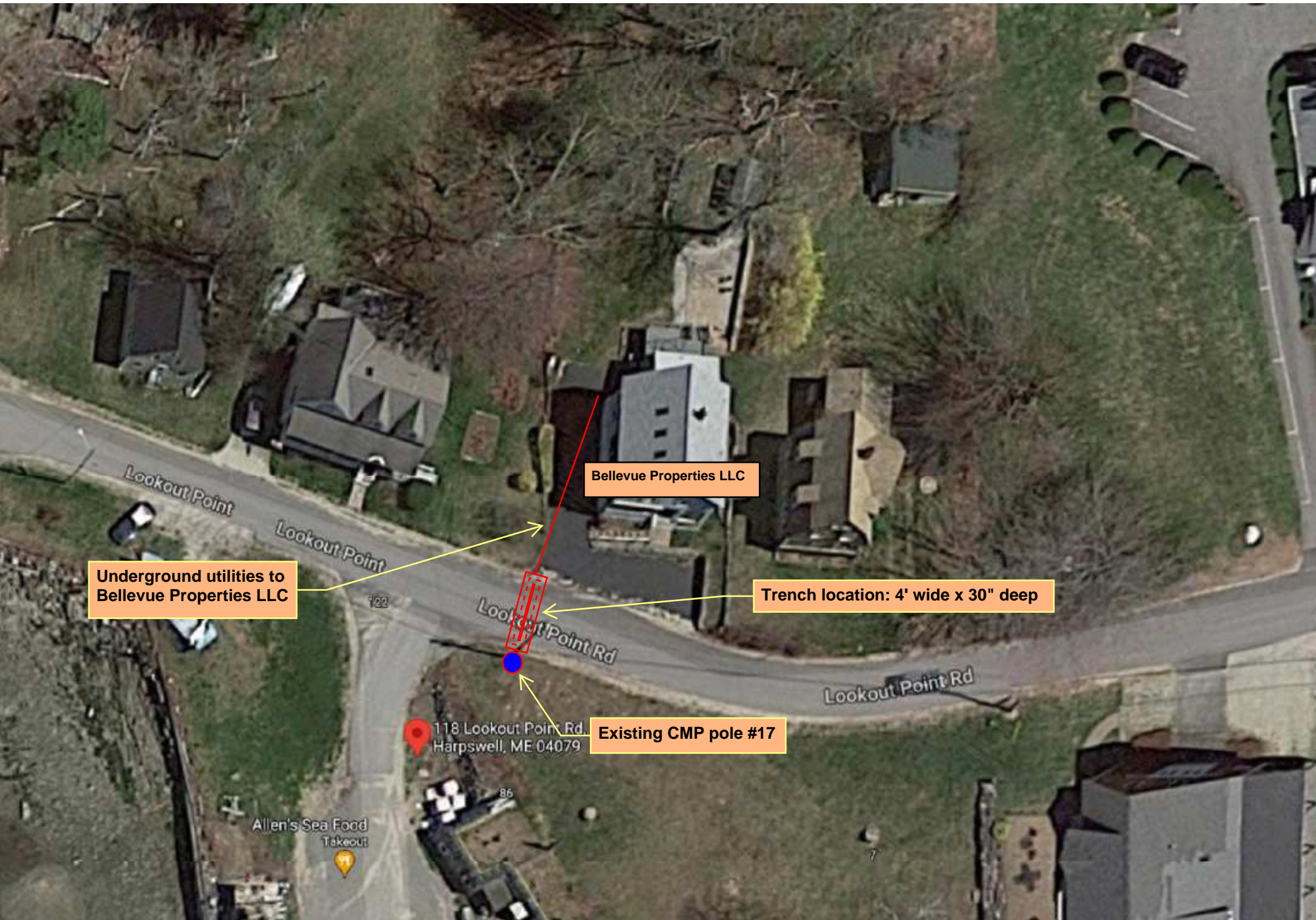
Then personally appeared the above-named, _____,
in his/her said capacity, and acknowledged the foregoing instrument to be his/her free act and deed, and the free act and deed of said Inhabitants of the Town of Harpswell.

Before me,

Notary Public/Attorney at Law

Printed Name

EXHIBIT A



Bellevue Properties LLC

Underground utilities to Bellevue Properties LLC

Trench location: 4' wide x 30" deep

118 Lookout Point Rd, Harpswell, ME 04079

Existing CMP pole #17

Allen's Sea Food Takeout