

**TOWN OF VINALHAVEN
SPECIAL TOWN MEETING WARRANT
May 16th, 2017**

County of Knox, ss.

State of Maine

To: Jocelyn McLean, Resident of Vinalhaven, in the County of Knox, State of Maine,

Greeting:

In the name of the State of Maine, you are hereby required to notify and warn the inhabitants of the Town of Vinalhaven in said county and state, qualified by law to vote in town affairs, to meet at the Washington School Town Office in said Town on May 16th, 2017, at 6:00 in the afternoon, then and there to act upon Article 1 and 2 as set out below, to wit:

Article 1. To elect a Moderator to preside at said meeting and to fix compensation.

Article 2. To see if the Town will authorize the Vinalhaven Board of Selectmen to convey a well easement from the Inhabitants of Vinalhaven to Inland Fresh Seafood Corp. of America.

The Registrar of Voters will hold office hours at the Town Office from 6:00 p.m., on May 16, 2017 until adjournment of the Town Meeting for the purpose of correcting the list of voters.

Given under our hands this 2nd day of May, Two Thousand and seventeen, A.D.

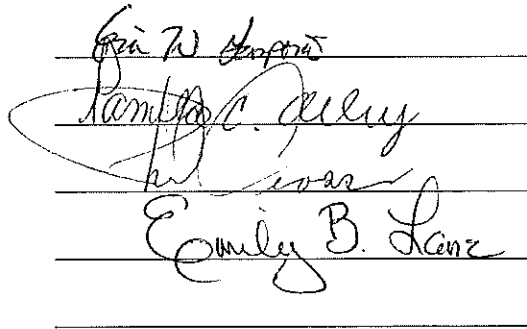
Eric Gasperini

Pamela C. Alley

Phillip Crossman

Emily B. Lane

Donald W. Poole



A True Copy Attested:


Elizabeth Bunker, Deputy Town Clerk

EASEMENT DEED

Know All By These Presents

That the **INHABITANTS OF THE MUNICIPALITY OF VINALHAVEN, MAINE,**
("Grantor")

in consideration of one dollar and other valuable consideration,

paid by **INLAND FRESH SEAFOOD CORPORATION OF AMERICA, INC.** a
Georgia business corporation ("Grantee")

whose mailing address is 1651 Montreal Circle, Georgia, 30084

the receipt thereof I do hereby acknowledge, do hereby remise, release, bargain, sell and
convey and forever quitclaim unto the said **INLAND FRESH SEAFOOD
CORPORATION OF AMERICA, INC.**

An interest in a certain parcel of land located in the Town of Vinalhaven, County of
Knox and State of Maine, more particularly described as follows:

1. Well Easement. The Grantor hereby grants to the Grantee a perpetual easement
to establish, maintain, repair and replace the well situated on the land of the Grantor shown
on the attached Exhibit A as "Well 3" being located approximately 14 feet from the road
labeled "Private Road," such easement area being an area measuring five feet (5') by five
feet (5') encompassing said Well 3 together with a 10' wide easement to access the same,
running from said Well 3 to said Private Road, the centerline of which is the existing water
line. Exhibit A is an excerpt of a survey completed by Joseph R. LaBranche with a drawing
date of December, 2016 and signed January 27, 2017, titled "Boundary Survey & Lot Split,
Inland Fresh Seafood Corporation of America, 20 Bickford Road, Vinalhaven, Knox
County."

This easement shall run with the land to the benefit of said "Lot A" as shown on the
attached Exhibit A. This easement shall give the owner of "Lot A" the exclusive right to
use of the well solely for use by the single family dwelling on Grantee's herein described
property. The Grantee, for itself and its successors and assigns, agrees that in exercising its
rights hereunder it shall: perform all work in a reasonable and proper manner; comply with
all applicable laws, ordinances, and regulations; and require all agents and contractors

performing work on the Grantor's property to carry adequate general liability insurance. Grantee, for itself and its successors and assigns, shall indemnify, defend, and hold harmless the Grantor from and against any and damages, liabilities, losses, expenses, claims, demands and suits (including reasonable attorneys' fees and other costs and expenses) (a) incurred or suffered in consequence of either bodily injury to any person (including death) or damage to any property, and (b) relating to any liens or encumbrances against the Grantor's property, in either case arising out of, or in connection with, the exercise of the easement rights granted herein. Grantor reserves the right to use and enjoy its property in any manner that does not interfere with the rights granted herein.

This easement also includes the right to run underground water lines and electrical lines to the well within the easement area described above, and to enter upon said easement area as necessary to repair, maintain and replace said water pipes and electrical lines; provided, however, that the Grantee shall not do any of the following without prior written consent of the Grantor: install or construct any additional or larger structures, above-ground pipes or other appurtenances beyond those existing as of the date of this Easement Deed; change the grade or remove earth from, or place fill on, the Grantor's property. Grantee shall retain ownership of said Well 3 and all appurtenances thereto and shall remain solely responsible for the future maintenance, repair, replacement or removal thereof. If the Grantee ceases to use the well for any continuous one-year period, the easement granted herein shall automatically terminate and be of no further force and effect. Any disturbance of the soil or landscaping on property of the TOWN OF VINALHAVEN shall be restored to its prior condition as much as practical within a reasonable time after any such soil disturbance.

The servient estate being property of the TOWN OF VINALHAVEN is described in deed recorded at Book 648, Page 103 at the Knox County Registry of Deeds.

The dominant estate being a portion of property of the INLAND FRESH SEAFOOD CORPORATION OF AMERICA, INC. as described in deed recorded at Book 2294, Page 111 at the Knox County Registry of Deeds labeled in the attached Exhibit A as "Lot A."

By acceptance of this Easement Deed, Grantee shall be deemed to have accepted the rights herein subject to the terms, conditions and obligations set forth herein.

To Have and To Hold the same, together with all privileges and appurtenances thereunto belonging, to the said **INLAND FRESH SEAFOOD CORPORATION OF AMERICA, INC.**, its successors and assigns.

In Witness Whereof, I, the Andrew Dorr, authorized Agent for the TOWN OF

VINALHAVEN, have hereunto set my hand and seal this _____ day of the month of _____, 2017.

**Signed, Sealed And Delivered
in the presence of**

Witness

Andrew Dorr, Town Manager
Town of Vinalhaven

**State of Maine
County of Knox, ss.**

_____, 2017

Then personally appeared the above-named **Andrew Dorr**, in his capacity as the Town Manager of the Town of Vinalhaven and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Town of Vinalhaven.

Before me,

Notary Public

Printed Name of Notary

EXHIBIT

A

Town of Vinalhaven
Book 648, Page 103
Tax map 13, Lot 3
(See plan reference 2)

Formerly
Elizabeth C. Roberts
Book 388, Page 567
April 26, 1961

Lot A
Area: 80,000 sq. ft.
Proposed lot
to be conveyed to
Frank Laurie

Shop
Pound stands

Dwelling
Shed

Lot A distance coincident with mean high water = 930±

Old
lobster
pound

after = 3280±

