

March 23, 2021

**Motion:** I move that the Vote entitled, "Vote to Authorize Conveyance of Easement Deed to Versant Power," be adopted in form presented to this meeting and that the Secretary file an attested copy of said Vote with the minutes of this meeting.

**VOTE TO AUTHORIZE CONVEYANCE OF EASEMENT DEED TO VERSANT POWER**

The School Board of Regional School Unit No. 26 votes as follows:

Pursuant to section 1001(2) of Title 20A of the Maine Revised Statutes and all other applicable law, the Superintendent of Schools is authorized to take all necessary, lawful actions to convey an easement to Versant Power substantially in form presented to this meeting, which easement is for the purpose of providing utilities (including electricity and data transmission) to Asa C. Adams Elementary School.

**SECRETARY'S CERTIFICATION**

I certify that the March 23, 2021 meeting of the Regional School Unit No. 26 School Board was: *[check one box]*

- conducted as a public meeting with no Board members participating remotely; or
- conducted through telephonic, video, electronic, or other similar means of remote participation, and that the Board's vote on the matter attested to above was taken by roll call as follows:

BOARD MEMBER	PARTICIPATION			VOTE		
	Physically Present	Attending Remotely	Not Attending	YES	NO	ABSTAIN
Brian McGill						
Jacob Eckert						
Mark Brewer						
Erin Ellis						
Patrick Rowe						
TOTALS:						

Date: \_\_\_\_\_, 2021

\_\_\_\_\_  
Meredith Higgins, Secretary  
Regional School Unit No. 26

## EASEMENT

**REGIONAL SCHOOL UNIT NO. 26**, a an entity created pursuant to the laws of the State of Maine having a place of business at Orono, in the County of Penobscot, State of Maine, (the "Grantor"), being the owner in fee simple of certain lands located in the Town of Orono, County of Penobscot, State of Maine, and described as follows (the "Property"):

Being the same premises conveyed by Inhabitants of the Town of Orono to the Grantor herein by deed dated December 21, 2015 and recorded in the Penobscot County Registry of Deeds in Book 14051, Page 124 and said premises being shown on a plan recorded in said registry in Plan Book 2011 Page 64;

for consideration paid, grants to **VERSANT POWER**, a Maine corporation having a place of business at 970 Illinois Avenue, Bangor, Maine, (the "Grantee"), its successors and assigns forever, the following rights, privileges and easements to be exercised upon and with respect to so much of a strip of land 20 feet in width for its entire length as lies within the aforesaid lands (the "Easement Area"). Said Easement Area being shown on Exhibit "A", attached hereto and made a part hereof.

The right to enter upon said Easement Area with workers and vehicles and all necessary tools and machinery; the right to excavate, lay, bury, install, construct, maintain, operate, repair, rebuild, and remove underground wires, cables, conduits, ducts, transformers, foundations, switching equipment, protective and safety devices, manholes, and other apparatus used or useful for the transmission of electricity, as the Grantee herein may from time to time desire, upon and/or beneath the surface of the earth; the right to transmit electricity and intelligence over, through and by said wires, cables, conduits, ducts, transformers, foundations, switching equipment, protective and safety devices, manholes and other apparatus; and the right to keep said Easement Area cleared by any lawful means of trees, undergrowth and all other obstructions.

The right to place the necessary aboveground pad mount transformers and electrical devices, with their necessary wires, cables, conduits, ducts, and fixtures, attached thereto, within the Easement Area; with the right to transmit electricity and intelligence over, through and by said wires, cables, conduits, ducts, fixtures, pad mount transformers, and electrical devices.

The right to extend underground lines from the Easement Area to facilities and buildings as now located or to be located on the Property, subject to all applicable permits, approvals, and existing property rights.

The rights, privileges and easements to construct, maintain and operate a line of poles and wires with their fixtures and supports, on a temporary basis, on said Property in such a manner as to provide electric service to facilities and buildings being served by the herein described underground system in the event a fault occurs in the underground system during a period of time when it may be difficult or impossible, due to weather conditions, ground conditions or otherwise, to repair such underground system; said line of poles and wires to be dismantled by Grantee when such fault is corrected; and to transmit electricity and intelligence over said wires and apparatus, and to clear and dispose of interfering trees and other growth from time to time.

Also conveying the rights, privileges and easements to construct, maintain, operate and upgrade from time to time on said Property, for utility purposes, a line consisting of one pole, anchors and wires with the necessary fixtures and supports, beginning at the last existing pole of a utility line the location of which is described in an easement from T. S. Curtis to Bangor Hydro-Electric Company recorded at the aforesaid Registry of Deeds in Book 1449 Page 226; thence extending northeasterly on said premises 70 feet, more or less, to the pole location, with the right to extend lines from the said line, either overhead or underground, to sites on the said Property as customers may request service, subject to all applicable permits, approvals, and existing property rights, and with the right to transmit electricity and intelligence over said line, and to clear and dispose of interfering trees and other growth from time to time.

The Grantor for itself and its successors and assigns, covenants and agrees to and with the Grantee, its successors and assigns, that, unless otherwise approved by Grantee in writing, Grantor will not erect or maintain or permit the erection or maintenance of any building, trailer, mobile home, swimming pool, or other structure, of any kind or nature, upon said Easement Area or within 15 feet of said line, any or all of which in the opinion of the Grantee, its successors and assigns, would endanger or interfere with the exercise of any of the rights, privileges and easements hereby conveyed.

Also conveying to Grantee, the right to establish any and all reasonable safety regulations which Grantee, in its sole discretion, deems necessary and proper for the transmission of electricity or intelligence, and for the construction and maintenance of said poles, wires, anchors, cables, conduits, ducts, transformers, foundations, switching equipment, protective and safety devices, manholes, and other apparatus used or useful for the transmission of electricity; any violation by said Grantor its successors and assigns, as determined by the Grantee, of said safety regulations, shall constitute an interference with and violation of the rights, privileges and easements hereby granted.

Grantee agrees and covenants to promptly restore the surface of the Property to its prior conditions after an excavation or disturbance to said surface in connection with the exercise of the rights, privileges and easements herein granted, at Grantee's sole cost, such restoration to be limited to regrading, regrass-seeding, and reasphalting of said surface.

Also specifically conveying to the Grantee, its successors and assigns, the right to assign to others, in whole or in part, any or all of the rights, privileges and easements herein conveyed.

Nothing herein should be construed to prohibit Grantor from using the Easement Area for all purposes not inconsistent with, and not materially interfering with, the use thereof by Grantee for the purposes described herein.

IN WITNESS WHEREOF, the said Regional School Unit No. 26 has caused this instrument to be executed by its duly authorized representative this \_\_\_\_\_ day of \_\_\_\_\_, 2021 .

Witness:

REGIONAL SCHOOL UNIT NO. 26

\_\_\_\_\_

By: \_\_\_\_\_  
Print Name:  
Title:

STATE OF MAINE

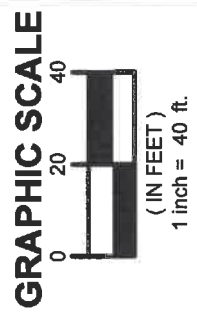
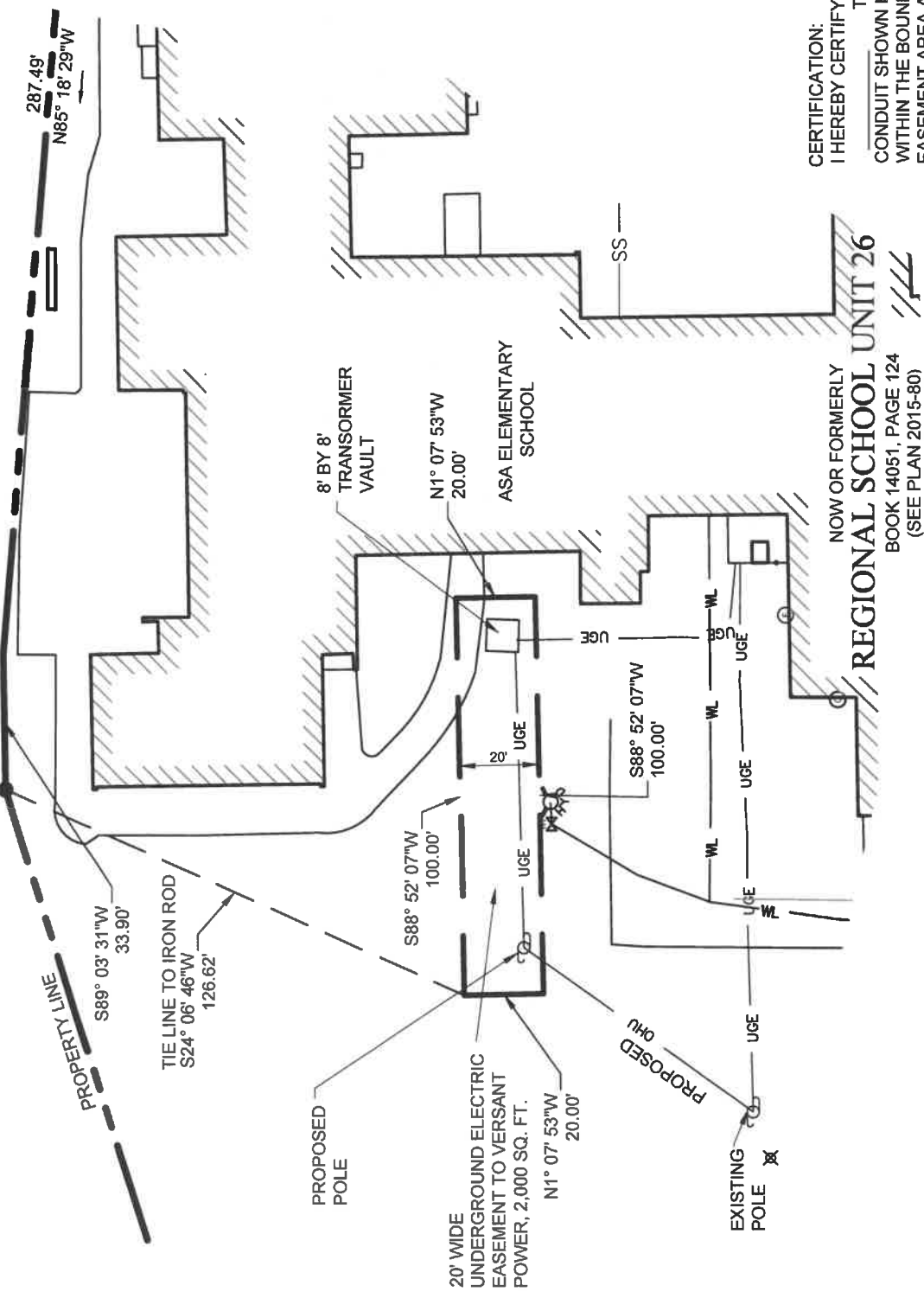
County of Penobscot ss: \_\_\_\_\_, 2021

Personally appeared the above-named \_\_\_\_\_ and acknowledged the foregoing instrument to be his/her free act and deed, in his/her/their aforesaid capacity, and the free act and deed of said School Unit.

Before me,

\_\_\_\_\_  
Notary Public

Print Name of Notary: \_\_\_\_\_



CERTIFICATION:  
 I HEREBY CERTIFY THAT AS OF  
 THE UNDERGROUND  
 CONDUIT SHOWN HEREON IS LOCATED  
 WITHIN THE BOUNDS OF THE  
 EASEMENT AREA AS INDICATED.

JEFF TEUNISEN P.L.S #2385

PROJECT TITLE: <b>LAND OF RSU 26 ORONO, PENOBSCOT COUNTY, ME</b>	DWG:	BY: JAT
	DATE: 03-22-2021	REV:
SHEET TITLE: <b>UNDERGROUND UTILITY EASEMENT PLAN EXHIBIT "A" FOR VERSANT POWER</b>	JN: 111199.002	REV DATE:
	SCALE: 1"=40'	



**BILL OF SALE**

**REGIONAL SCHOOL UNIT NO. 26** , an entity created pursuant to the laws of the State of Maine, with a principal place of business in Orono, in the County of Penobscot, State of Maine, being the owner of certain goods and chattels described below and being located in the Town of Orono, County of Penobscot, State of Maine, for consideration of given, to be paid by **VERSANT POWER**, a Maine corporation having a place of business at 970 Illinois Avenue, Bangor, County of Penobscot, State of Maine, the receipt whereof is hereby acknowledged, does hereby grant, sell, convey, transfer and deliver, unto the said Versant Power, the following described goods and chattels, namely:

An underground utility line consisting of a duct bank with associated conduits, foundation and other fixtures including but, not limited to the following: 180 feet of 5 inch PVC conduit run from the riser pole to pad well in a 36" deep trench with buried cable caution tape at 6 inches below grade, (1) one 8 foot by 8 foot concrete pad well with 1/3 split cover, all as located on the land owned by Regional School Unit No. 26 at Asa Adams School off Goodridge Drive in Orono, Maine.

And it does hereby covenant with the said Versant Power that it is the lawful owner of the said goods and chattels; that they are free from all encumbrances, that it has good right to sell the same as aforesaid; and that we will warrant and defend the same unto it the said Versant Power, its successors or assigns, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, it, the said Regional School Unit No. 26 has caused this instrument to be executed by its duly authorized representative this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Witness:

REGIONAL SCHOOL UNIT NO. 26

\_\_\_\_\_

By: \_\_\_\_\_

Print Name:

Title: