

## INDENTURE

This Indenture made and entered into this 22<sup>nd</sup> day of August, 1992, by and between **CENTRAL MAINE POWER COMPANY**, a Maine corporation having its principal place of business at Edison Drive, Augusta, County of Kennebec and State of Maine, 04336, hereinafter sometimes called the "Grantor" and Arthur G. Hatch and Brenda A. Hatch, whose mailing address is RR #1, Box 3760, Leeds, Maine 04263, hereinafter sometimes called the "Grantees".

## WITNESSETH

In consideration of One Dollar (\$1.00) and other valuable consideration paid by the Grantees, the receipt whereof is hereby acknowledged, the Grantor does hereby grant unto the Grantees, their heirs and assigns, the right to construct and maintain a roadway and to pass and repass on foot and with vehicles along and across a 400 foot wide strip of land owned by the Grantor in Leeds, County of Androscoggin, State of Maine by means of a right-of-way 20 feet in width. Said 400 foot strip was conveyed to the Grantor by Alton L. Thomas by deed dated October 28, 1930 and recorded in Androscoggin County Registry of Deeds in Book 407, Page 407. The sidelines of said 20 foot right-of-way being 10 feet on each side of the following described centerline:

Beginning at a point in the westerly sideline of the Grantor's said 400 foot wide strip of land; thence in a general easterly direction crossing the centerline of the Grantor's transmission line designated Section 200 at a point 35 feet northerly measured along said centerline of said transmission line from a pole numbered 129 as now located; thence continuing in a general easterly direction to the easterly sideline of said 400 foot wide strip of land of the Grantor.

In consideration for the granting of said rights as aforesaid, the Grantees, for themselves, their heirs and assigns, do hereby covenant and agree as follows:

1. Any roadway located on said 20 foot right-of-way will be constructed and maintained at the sole risk and expense of the Grantees, their heirs and assigns and shall be in compliance with all laws, ordinances and regulations pertaining thereto.
2. No overhead utilities will be located within said 20 foot right-of-way without prior written consent of the Grantor.
3. The Grantees, their heirs and assigns, will notify the Grantor, its successors and assigns, prior to any road construction within said right-of-way. If deemed necessary by the Grantor, an inspector will be provided by the Grantor for said construction and the Grantees, their heirs and assigns, will reimburse the Grantor for all expenses associated thereto.
4. The travel portion of a road constructed within the limits of said right of way will be no closer than 25 feet from any pole or guy wire.
5. The finished grade of a roadway constructed on the above described right-of-way shall not exceed one (1) foot above the natural ground elevation where said roadway is located beneath the Grantor's said transmission lines.
6. The Grantees, their heirs and assigns, will pay all costs of repairs to any equipment and facilities of the Grantor and the cost of correcting any erosion caused by the construction and maintenance of a road within said right-of-way.
7. The rights herein granted shall not limit or restrict nor shall liability arise from the Grantor's, its successors' and assigns' use of its said 400 foot strip of land in its operation as a public utility.
8. The Grantees for themselves, their heirs and assigns hereby releases unto the Grantor any right they may have to cross that part of the Grantor's 400 foot strip of land acquired from the said Alton L. Thomas at any location other than the location described above.
9. The Grantees hereby grant unto the Grantor, its successors and assigns, the unrestricted right to travel over, along and across a roadway as now located and extending from the westerly end of the above described 20 foot right-of-way in a general westerly direction across land conveyed to these Grantees by John L. McLaughlin by deed



dated February 5, 1992 and recorded in Androscoggin County Registry of Deeds in Book 2788, Page 219, to the easterly sideline of Fish Street, so-called.

- 10. The Grantees, their heirs and assigns, hereby waive any claim that they now have or may have in the future against the Grantor, its directors, officers, employees, contractors, agents, successors and assigns, which may arise out of the use of the above described premises pursuant to this Indenture or otherwise.
- 11. The Grantees, for themselves, their heirs and assigns, agree to indemnify the Grantor and its affiliates, and their successors and assigns, and the directors, officers, employees, agents and contractors of the Grantor and its affiliates, and hold it and them harmless from and against all claims, demands and actions arising out of the use of the above described premises by the Grantees, their heirs and assigns, agents, contractors, invitees or others.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, all as of the day and year first above written.

Signed, Sealed and Delivered in presence of

Normand Rodrigue  
Witness

Leon C. Emery  
Witness

CENTRAL MAINE POWER COMPANY

By: R. A. Crabtree  
Richard A. Crabtree  
Senior Vice President,  
Customer Services & Division  
Operations

Arthur G. Hatch  
Arthur G. Hatch  
Brenda A. Hatch  
Brenda A. Hatch

STATE OF MAINE  
Kennebec, ss.

May 20, 1992.

The above named Richard A. Crabtree, Senior Vice President, Customer Services & Division Operations, Central Maine Power Company personally appeared before me, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Central Maine Power Company.

Before me, **Normand Rodrigue**  
Notary Public  
My Commission Expires  
March 16, 1993

Normand Rodrigue  
Notary Public



STATE OF MAINE  
Androscoggin, ss.

August 22, 1992.

The above named Arthur G. Hatch & Brenda A. Hatch, and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Leon C. Emery  
Notary Public  
Leon C. Emery  
Printed Name

My commission expires: 6-28-93

ATTEST:

Jeanine B. Bergeron  
REGISTER OF DEEDS  
93 FEB 24 AM 11:30

*Handwritten note: He signed for and acknowledged*

ANDROSCOGGIN, SS.  
REGISTRY OF DEEDS

