



4525

Uo. #  
12-588  
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Sept. 20/4  
P. 15-

12/12/63

## Know All Men By These Presents

That JOSEPH G. BOIVIN of Wiscasset, County of Lincoln, and State of Maine,

in consideration of one dollar and other valuable consideration paid by CENTRAL MAINE POWER COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Maine and having an office and place of business at Augusta, County of Kennebec, said State of Maine, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Central Maine Power Company, its successors and assigns, forever, certain lot(s) or parcel(s) of land in the town (city) of Wiscasset, County of Lincoln, State of Maine, bounded and described as follows:

Being a strip of land 85 feet in width extending from land now or formerly of Horace E. Colby on the southwest in a northerly direction to land of Madeline P. Colby on the northeast. Said strip is bounded northwesterly by the southeasterly line of a 200-foot strip of land conveyed to the Grantee by Clarence P. Blagdon, et al by deed dated January 14, 1941 and recorded in Lincoln County Registry of Deeds in Book 439, Page 548. Said strip is bounded southeasterly by a line parallel with and 85 feet distant southeasterly from the southeasterly side of said 200-foot strip.

The above described strip being a portion of the premises conveyed to the Grantor by Clarence P. Blagdon, et al by deed dated October 28, 1941 and recorded in said Registry of Deeds in Book 440, Page 337.

All standing wood and timber located on the premises hereby conveyed is reserved to the Grantor, his heirs and assigns, for a period of ten (10) years from the date hereof; together with the right to enter on said premises at any time or times within said 10-year period for the purpose of cutting and removing said standing wood and timber; provided, however, such cutting and removing shall not in any way interfere with the prior right of the Grantee, its successors and assigns, to use said premises in such manner as it or they may desire. The right of the Grantor, his heirs and assigns, to cut and remove said standing wood and timber is subject to the prior right of the Grantee, its successors and assigns, at any time or from time to time to clear and keep clear said premises of all trees, timber and bushes growing thereon by such means as the Grantee, its successors and assigns, may select. The Grantor, his heirs and assigns, shall be entitled to any salvage of the wood and timber cut by the Grantee, its successors and assigns, and/or its contractors, for a period of one (1) year from the date said premises or any part thereof shall first be cleared.

There is reserved to the Grantor, his heirs and assigns, the right to use, at their sole risk and expense, the premises hereby conveyed for agricultural purposes only; provided always, that this reservation is made on the express condition that no building or other structure will be erected, maintained or permitted to be erected or maintained by the Grantor, his heirs and assigns, on the premises hereby conveyed and that the use so reserved shall at all times be expressly subject to the prior right of the Grantee, its successors and assigns, to make such use of said premises as it or they may desire at any and all times, including the right to clear and keep clear said premises of all trees, timber and bushes growing thereon by such means as the Grantee, its successors and assigns, may select, without liability on the part of the Grantee, its successors and assigns, to the Grantor, his heirs and assigns.

In consideration of the right to use said premises as herein reserved, the Grantor, his heirs and assigns, do hereby release the Grantee, its successors and assigns, from any and all claims and demands of every kind and nature which the Grantor, his heirs and assigns, now have or may have in the future against the Grantee, its successors and assigns, arising out of or in connection with the use of the premises hereby conveyed as above set forth.

Excepting and reserving to the Grantor herein, his heirs and assigns, the right to cross the above described strip on foot and with vehicles at such times and such places as will not in any way interfere with any use that the Grantee, its successors and assigns, may hereafter make of said strip in connection with carrying on its business as a public utility.

DAVID B. SOULE  
ATTORNEY AND COUNSELLOR AT LAW  
WISCASSET, MAINE  
TELEPHONE 682-5511

January 28, 1964

Central Maine Power Company  
9 Green Street  
Augusta, Maine

Attention Mr. Charles I. Perley

*sect. 204- Parcel #12*

Gentlemen:

In accordance with a request received from Bernard Jameson of your company, and in accordance with the Standards adopted by the Maine State Bar Association, I hereby certify that I have examined, or caused to be examined, records in the Registry of Deeds and Registry of Probate, Lincoln County and State of Maine, and all instruments of record therein as reflected by indices, and all instruments of record therein as reflected by indices, affecting the title of the premises described in deed of Clarence P. Blagdon and Elsie H. Blagdon to Joseph G. Boivin, dated October 28, 1941 and recorded in Book 440, Page 337, Lincoln County Registry of Deeds, from January 14, 1941 to date.

I further certify that on January 28, 1964, Joseph G. Boivin was the record owner of said premises, free and clear of all encumbrances, with the following exceptions:

1. Any bankruptcy proceeding and any and all provisions of any ordinance, municipal regulation or private law.
2. Any condition which an examination of premises might reveal.
3. Current taxes are paid to April 1, 1964.
4. Deed of Clarence P. Blagdon and Elsie H. Blagdon to Central Maine Power Company dated January 14, 1941 and recorded in Book 439, Page 548, Lincoln County Registry of Deeds.
5. Deed of Joseph G. Boivin to Central Maine Power Company dated August 21, 1957 and recorded in Book 543, Page 47, Lincoln County Registry of Deeds.
6. Deed of Joseph G. Boivin to Central Maine Power Company dated December 1963 and recorded in Book 593, Page 206, Lincoln County Registry of Deeds.

*200th St  
sect 68*  
*100th St  
sect 25  
non-focus  
sect 204  
121 W*

Respectfully submitted,

*David B. Soule*  
David B. Soule

DBS/cmp

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof to the said Central Maine Power Company, its successors and assigns, to its and their use and behoof forever. And I do covenant with the said Grantee, its successors and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said Joseph G. Boivin, being single,

~~and~~

~~xxofthexsick~~

~~xxxxxx~~ have hereunto set my hand(s) and seal(s) this 12<sup>th</sup> day of December, in the year of our Lord one thousand nine hundred and sixty-three.

Signed, Sealed and Delivered  
in presence of

Bernard W. Jameson

Joseph G. Boivin

STATE OF MAINE

Lincoln

ss.

December 12<sup>th</sup>

1963.

Personally appeared the above named Joseph G. Boivin  
and acknowledged the above instrument to be his free act and deed.

Before me,

Bernard W. Jameson  
Justice of the Peace

No RS required

Information for Grantee's File. Do Not Record.  
W. O.

Check No.

Consideration

P. P. O.