

2-880  
5

Section 204 - Parcel 5

# WARRANTY DEED

From

LILLIAN G. COLBY

To

CENTRAL MAINE POWER COMPANY

Dated March 25, 19 64

STATE OF MAINE

L I N C O L N ss. Registry of Deeds

Received APRIL 2, 19 64

at 10 H., 10 M., A. M., and

recorded in Book 598 Page 303

Attest: Edith J. Whitehouse  
**COMPARED** Register.

C. M. P. Co.	
NO. 32	
VE. NO. 8	
DOC. NO. 5	

C. M. P. CO. NOTATIONS	
OPER. DE. OKAS. SUEST. <i>F. Webb</i>	
LEGAL <i>W. W. W.</i>	
TITLE NOTE APPROVE <i>[Signature]</i>	
CLAIMS DE. NOTED & APPROVE <i>[Signature]</i>	
AUDITING NOTE <i>W. W. W.</i>	
PLANT RECORD	
OTHER	

Warranted by Central Maine Power Co. to be the same as shown on the map of the State of Maine in the year 1964.

U<sup>#</sup>

Sept. 20 4  
Page 5

### Know All Men By These Presents

3/25/64  
13-1661  
7A 5/1/64  
888 5/20/64

That LILLIAN G. COLBY of Wiscasset, County of Lincoln, 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 of Alfred R. Dalton, Sr., at the Bradford Road, so called, on the south in a northerly direction to land of Leander B. Nichols on the north.

Said strip is bounded westerly by the easterly line of a strip of land 200 feet in width conveyed to the Grantee by Raymond D. Hamlin by deed dated January 16, 1941, and recorded in Lincoln County Registry of Deeds in Book 439, Page 549, and easterly by a line parallel with and 85 feet distant easterly from the easterly line of said 200-foot strip.

The above described 85-foot strip being a portion of the premises conveyed to the Grantor by Leroy R. Colby by deed dated July 3, 1944, and recorded in said Registry of Deeds in Book 450, Page 500.

This conveyance is made subject to certain flowage rights along Montsweag Creek or Stream, so called, as the same lie within the limits of the above described 85-foot strip; and also subject to the right of the public to travel over, along and across the said Bradford Road as the same is now laid out and legally established for public use and lies within the limits of the above described 85-foot strip at the southerly termination thereof.

All standing wood and timber located on the premises hereby conveyed is reserved to the Grantor, her 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, her 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, her 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.

Excepting and reserving to the Grantor herein, her 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 # 5*

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, affecting the title of the premises described in deed of Leroy R. Colby to Lillian G. Colby, dated July 3, 1944 and recorded in Book 450, Page 500, Lincoln County Registry of Deeds, from January 22, 1941 to date.

I further certify that on January 28, 1964, Lillian G. Colby 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 Raymond D. Hamlin to Central Maine Power Company dated January 16, 1941 and recorded in Book 439, Page 549, Lincoln County Registry of Deeds. *204 ft strip*
5. Deed of Raymond D. Hamlin to Central Maine Power Company dated January 17, 1942 and recorded in Book 444, Page 386, Lincoln County Registry of Deeds. *Flawed, lease along Montserrat stream is locus to R/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 Lillian G. Colby

and Leroy R. Colby, husband of the said Lillian G. Colby,

joining in this deed as Grantor, and relinquishing and conveying my rights by descent and all other rights in the above described premises, have hereunto set our hand(s) and seal(s) this *20th* day of *March*, in the year of our Lord one thousand nine hundred and *sixty-four*.

Signed, Sealed and Delivered  
in presence of

*Bernard W. Jamerson*  
*To Both*

*Lillian G. Colby*  
*Leroy R. Colby*

STATE OF MAINE

Lincoln

ss.

*March 20th* 19 *64*.

Personally appeared the above named Lillian G. Colby  
and acknowledged the above instrument to be her free act and deed.

Before me,



*Bernard W. Jamerson*  
Justice of the Peace

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

Check No.

Consideration

P. P. O.