

4525

Section 392
Parcel 33

Section 392 to be kept 12/18/67

KUMU ALL MEN BY THESE INSTRUMENTS

That we, HARRY C. ASHBY and INGRID E. ASHEY, both of Alna, in the 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 Alna, County of Lincoln, State of Maine, bounded and described as follows:

Being a strip of land 100 feet in width located northwesterly of and contiguous with a 200-foot strip of land owned by the Grantee herein and maintained as a right of way for its transmission line presently designated as Section #68, and extending from land now or formerly of Lauri A. Miete in a general northeasterly direction to land now or formerly of Verdon R. Chase.

Said strip of land is more particularly bounded and described as follows: On the southwest by land of said Miete; on the southeast by said 200-foot strip of land of the Grantee; on the northeast by land of said Chase; and on the northwest by a line parallel with and 100 feet distant northwesterly measured at right angles from the northwesterly boundary line of said 200-foot strip of land of the Grantee.

The above-described strip of land being a portion of the premises conveyed to the Grantors by Ingrid E. Ashby by deed dated April 28, 1964 and recorded at the Lincoln County Registry of Deeds in Book 595, Page 50.

There is reserved to the Grantors, their 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 Grantors, their 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 Grantors, their heirs and assigns.

In consideration of the right to use said premises as herein reserved, the Grantors, their 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 Grantors, their 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.

Also excepting and reserving to the Grantors herein, their 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. In addition, the place or places of such crossing shall be satisfactory to the Grantee, and any use of said strip shall be in compliance with the provisions of the National Electrical Safety Code.

DAVID B. SOULE
ATTORNEY AND COUNSELLOR AT LAW
WISCASSET, MAINE 04578

AREA CODE 207
882-5511

June 30, 1969

Central Maine Power Company
9 Green Street
Augusta, Maine 04330

Attention: William W. Finn, Esq.

Re: Section 392, Maine Yankee to Orrington-Parcel 33 -
W.O. 0001-99-133700

Gentlemen:

In accordance with a request from Mr. Curtis, 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, the records at the Lincoln County Registry of Deeds and Registry of Probate as respects property located in Alna, Maine, described in deed from Ingrid E. Ashby to Harry C. Ashby and Ingrid E. Ashby, dated April 28, 1964, and recorded in Lincoln County Registry of Deeds in Book 595, Page 50, from January 18, 1890 to date.

I further certify that as of this date title is in Harry C. Ashby and Ingrid E. Ashby, husband and wife, as joint tenants, free and clear of all encumbrances, with the following exceptions:

1. Any bankruptcy proceedings and any and all provisions of any ordinance, municipal regulation or private law.
2. Any condition which an examination of premises might disclose.
3. Any state of facts an accurate survey might reveal.
4. Current taxes in the amount of \$166.60 are unpaid.
5. There is an undischarged mortgage from Harry C. Ashby and Ingrid E. Ashby to United States of America (F.H.A.) dated December 18, 1967 and recorded in Lincoln County Registry of Deeds, Book 640, Page 259.

June 23, 1969

6. Attention is directed to the fact that the deed in 595 - 50 above referred to, and the mortgage set forth in Item 5 above, DO NOT except a 200 foot strip conveyed to Central Maine Power Co., by William Daley by deed dated May 3, 1941, and recorded in Book 441, Page 535, and this certificate does NOT certify as to said strip.
7. No proceedings in any estate of Octavia N. Bragdon are found in Lincoln County Registry of Probate and the date of her death is not known.
8. This certificate is made relying upon the statement in a deed given by Moses A. Bragdon and William Erskine to Ernest E. Bragdon, dated January 10, 1933, and recorded in Book 395, Page 230, that the grantors and the grantee are all the heirs of said Octavia N. Bragdon.
9. There are no attachments of record.

DBS:bs
cc:G.G. Beverage
M.F. Curtis

Respectfully submitted,

David B. Soule
David B. Soule

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 we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises; that they are free of all incumbrances; and that we and our 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, we, the said Harry C. Ashby and Ingrid E. Ashby, being husband and wife,

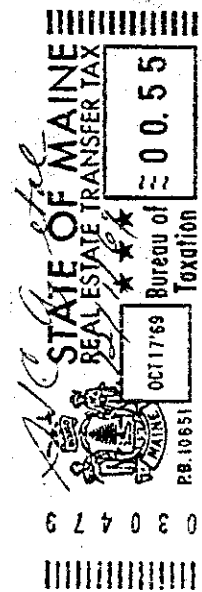
and- , of-the-said-

Joining in this deed as Grantor; and relinquishing and conveying all rights in the above described premises, have hereunto set our hand(s) and seal(s) this 15 day of December, in the year of our Lord one thousand nine hundred and sixty-nine.

Signed, Sealed and Delivered in presence of

Ingrid E. Ashby
J Robert Cuck

Harry C. Ashby
Ingrid E. Ashby



STATE OF MAINE LINCOLN ss. December 1, 1969.

Personally appeared the above named Harry C. Ashby and Ingrid E. Ashby and acknowledged the above instrument to be their free act and deed.

Before me,

J Robert Cuck
Justice of the Peace

8.4707 Section 392
Parcel 33

WARRANTY DEED

From
HARRY C. ASHBY AND INGRID E. ASHBY
To
CENTRAL MAINE POWER COMPANY

Dated December 1, 1969

STATE OF MAINE

LINCOLN ss. Registry of Deeds

Received DECEMBER 3, 1969

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

recorded in Book 652 Page 251

Attest: Edwin H. Whitehead
Register.

FILE ROOM JAN 9 1970

PHD

disk # 63616

330010

Franklin 100
64 032
330010
W.C.B.
1-7-71
W.C.B.
W.C.B.

Position 1 (Chattels)
Position 5 (Real Estate)

PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, That the United States of America, as owner and holder of the following-described lien instrument(s), made and executed by Harry G. Ashby and Ingrid F. Ashby of

R.F.D.#1, Wiscasset, Maine 04578
(Post-office address, include ZIP Code)
Lincoln County, State of Maine, Registry of Deeds office of

Lincoln County, State of Maine, to wit:

Lien Instrument	Mortgagee	Date of Instrument	Date Filed	Document, File or Book No.	Page No.
Real Estate Mortgage	Farmers Home Administration	12/18/67	12/18/67	640	259

for value received does hereby release from the lien of said instrument(s) the following-described property (describe property in detail):
Being a strip of land 100 feet in width located northwesterly of and contiguous with a 200-foot strip of land owned by the Grantee herein and maintained as a right of way for its transmission line presently designated as Section #58, and extending from land now or formerly of Lauri A. Miete in a general northeasterly direction to land now or formerly of Verdon R. Chase. (Continued on reverse of this form).

Only the above-described property is released from the lien of the aforesaid instrument(s). This release shall not affect or modify the obligations secured by the said lien instrument(s), and the said obligations shall continue in force and effect until fully paid, satisfied, and discharged.

IN WITNESS WHEREOF, the United States of America has caused these presents to be signed the 26th day of November, 1969.

UNITED STATES OF AMERICA

WITNESSES: Stanley P. Paton
Cora M. MacPherson
By: Michael R. Hope
Michael R. Hope
County Supervisor
Farmers Home Administration
United States Department of Agriculture

STATE OF Maine

COUNTY OF Lincoln

ACKNOWLEDGMENT

On this 26th day of November, 1969, before me, the subscriber, a Michael R. Hope, County Supervisor, in and for the above county and State, appeared Michael R. Hope (Title of officer)

Michael R. Hope, known to me to be County Supervisor, Farmers Home Administration, United States Department of Agriculture, and the person who executed the foregoing instrument, and he acknowledged to me that he executed the same as the free act and deed of the United States of America, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Wiscasset, Maine the day and year aforesaid.

(SEAL)
My commission expires 2/16/73
Roy E. Farney
Notary Public
(Signature)
(Title)

CONTINUED FROM FRONT OF THIS FORM:

Said strip of land is more particularly bounded and described as follows: On the south west by land of said Miete; on the southeast by said 200-foot strip of land of the Grantee; on the northeast by land of said Chase; and on the northwest by a line parallel with and 100 feet distant northwesterly measured at right angles from the northwesterly boundary line of said 200-foot strip of land of the Grantee.

The above-described strip of land being a portion of the premises conveyed to the Grantors by Ingrid E. Ashby by deed dated April 28, 1964, and recorded at the Lincoln County Registry of Deeds in Book 595, Page 50.

There is reserved to the Grantors, their 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 Grantors, their 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 Grantors, their heirs and assigns.

In consideration of the right to use said premises as herein reserved, the Grantors, their 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 Grantors, their 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.

Also excepting and reserving to the Grantors herein, their 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. In addition, the place or places of such crossing shall be satisfactory to the Grantee, and any use of said strip shall be in compliance with the provisions of the National Electrical Safety Code.

State of Maine
Registry of Deeds
LINCOLN, ME
DECEMBER 3, 1969
Received
at 10 10 A.M. and
Recorded in Book 562
Page 240
G. M. J. P. L.
REGISTERED
11-17

90240

Bill [unclear]

10-338

FILE ROOM JAN 9 1970