

Not to be compared to 12/11/69 (106)

10 - 6-2348
1/1/68

Know all Men by these Presents,

That I, FREDERICK H. MORGAN of Wiscasset, County of Lincoln, State of Maine

in consideration of One Dollar and other valuable consideration

paid by GENERAL MAINE POWER COMPANY of Augusta, Kennebec County and State of Maine

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said

General Maine Power Company, its successors ~~thereby~~ and assigns forever, a certain lot or parcel of land situated in the Town of Wiscasset, County of Lincoln, State of Maine, bounded and described as follows, to wit: Being a strip of land one hundred seventy (170) feet in width extending from land of the Grantee, formerly land of Leland B. Cunningham, in a northeasterly direction across the town road to land of Wiscasset Water Company and land of Bruce B. Dickson.

Said one hundred seventy (170) foot strip of land being eighty-five (85) feet on each side of the Grantee's survey base line and its projection at both ends as now staked out across the strip herein conveyed, for the purpose of establishing a center line for the Grantee's transmission line to be constructed from Maine Yankee Atomic Power Company Plant, so called, to Mason Station Plant, so called, and to be designated as Section 378, said survey base line is more particularly bounded and described as follows: Beginning at a point in the northeasterly line of land of this Grantee, formerly land of Leland B. Cunningham, said point being N 62° 42' W a distance of six hundred eighty-four and three-tenths (684.3) feet, more or less, distant from an iron pin in the northwesterly side line of the Birch Point Road, so called, as measured along the northeasterly boundary of land of Leland B. Cunningham and land of this Grantee; thence N 39° 00' E a distance of thirteen hundred thirty (1330) feet, more or less, to a point in the dividing line between the lot herein conveyed and land of Wiscasset Water Company, said point being two hundred thirty (230) feet, more or less, southeasterly from an iron pin in the southeasterly line of land of Maine Central Railroad right of way as measured along the southeasterly boundary of land of Wiscasset Water Company.

This conveyance is made subject to the right of the public to travel over, along and across said town road as the same is now laid out and legally established for public use and lies within the limits of the above-described strip of land.

My title for the parcels of land herein conveyed was acquired under the Will of Leonard P. Habel, Abstract of which is recorded in Lincoln County Registry of Deeds, Book 512, Page 116.

Also conveying a certain lot or parcel of land situated in the southeasterly side of U.S. Route 1 and bounded and described as follows: Beginning at a point on the southeasterly side line of said U.S. Route 1 at the northeasterly corner of land of this Grantee, formerly land of this Grantor; thence N 62° 35' E along the southeasterly side line of U.S. Route 1 a distance of 13.56 feet to a stone bound; thence N 63° 35' W along the southeasterly side line of U.S. Route 1 a distance of 32.9 feet to an iron wire; thence S 109° 19' W along land of the Grantor a distance of 60.2 feet to an iron pipe at land of this Grantee, formerly

land of Ireland M. Cunningham; thence N 33° 46' W along land of this Grantee, formerly land of Ireland M. Cunningham, a distance of 80.1 feet to an iron pipe; thence N 80° 28' E along land of this Grantee, formerly land of this Grantor, a distance of 740 feet, more or less, to the point of beginning.

All salvage 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 salvage wood and timber; provided, however, such cutting and removing shall not in any way interfere with the prior right of the Grantor, 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 salvage 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.

There is reserved to the Grantor, her 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, her 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, her heirs and assigns.

In consideration of the right to use said premises as herein reserved, the Grantor, her 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, her 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, 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 Grantor, its successors and assigns, may hereafter make of said strip in connection with carrying on its business as a public utility.

To have and to hold the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said

Central Maine Power Company

successors and assigns, to its and their use and behoof forever.

And No 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 encumbrances:

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

Irene H. Metcalf, being single,

and:

Wife

of the said

STATE OF MAINE
Real Estate
Transfer Tax
1/17/68
Fifty-five Cents

STATE OF MAINE
Real Estate
Transfer Tax
1/17/68
One Dollar and Ten Cents

STATE OF MAINE
Real Estate
Transfer Tax
1/17/68
One Dollar and Ten Cents

STATE OF MAINE
Real Estate
Transfer Tax
1/17/68
One Dollar and Ten Cents

STATE OF MAINE
Real Estate
Transfer Tax
1/17/68
One Dollar and Ten Cents

being in this deed the Grantor, and retaining and conveying the right by descent and inheritance to the above described premises, have hereunto set my hand and seal this 28th day of June in the year of our Lord one thousand nine hundred and sixty-eight.

Signed, Sealed and Delivered

in presence of

Emily M. Kane

Irene H. Metcalf



State of Maine,
Lincoln

1968

June 28th 1968

Personally appeared the above named

Irene H. Metcalf

and acknowledged the above

instrument to be her free act and deed.

Before me,

Charles Wesley Kane

Justice of the Peace.

Metcalf

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

AREA CODE 207
882-5511

April 3, 1968

Central Maine Power Company
9 Green Street
Augusta, Maine 04330

Attention: Joseph P. Gorham, Esq., General Counsel

Gentlemen:

In accordance with a request received from Gerald G. Beverage 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, the records at the Lincoln County Registry of Deeds and Registry of Probate affecting the title to premises in the Town of Wiscasset, bounded on the west by the land of the Maine Central Railroad Company, on the east by the Birch Point Road, so called, on the south by the land of Leland E. Cunningham and on the north by the Two Bridge Road, so called, being the remaining portion west of the Birch Point Road and east of the Railroad of land conveyed to Leonard F. Metcalf by Raymond G. Cunningham by deed dated April 2, 1929, and recorded in Lincoln County Registry of Deeds in Book 386, Page 270, and being bounded southerly by the land conveyed by Irene H. Metcalf to Leland E. Cunningham, dated October 29, 1959, and recorded in said Registry in Book 559, Page 127, from March 9, 1871, to date hereof.

I further certify that as of this date Irene H. Metcalf has the right to give a Warranty deed conveying a good and merchantable title to said premises, 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 disclose.
4. Current taxes are paid - 1967.
5. By the Will of Leonard F. Metcalf, said Irene H. Metcalf is given a life estate in said prem-

Central Maine Power Company

-2-

April 3, 1968

ises "with full power to sell and alienate for any purpose as she may wish and dispose of the proceeds thereof as she may desire" with the remainder if any to go to testator's children, Charles E. Metcalf and Janice M. Fogg.

6. There are no attachments of record.

Respectfully submitted,

David B. Soule

David B. Soule

DBS/emp

cc: Carroll Keene
Gerald G. Beverage

6-2706

Warranty Deed

From

Irene H. Litchfield

To

Central Maine Power Company

Dated JULY 28TH, 1968

State of Maine.

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

Received JULY 8, 1968

at 8 H., 30 M., A. M., and

recorded in Book 644 Page 437

Attest: Edith H. White
COMPARED Register.

FROM THE OFFICE OF S. V. G.

LORING, SHORT & HARMON, LAW STATIONERS
PORTLAND, MAINE

FILE ROOM: JUL 28 1968

C. M. P. CO. NOTATIONS
OPER. DEPT. <u>WMB</u>
CHK AC. TO <u>WMB</u>
SUBS. IN. T. <u>WMB</u>
LEGAL DEPT. <u>WMB</u>
CHK AS TO FORM <u>WMB</u>
TREAS. DEPT. <u>WMB</u>
NOTES & APPROVED <u>WMB</u>
CLAIMS DEPT. <u>WMB</u>
NOTED & APPROVED <u>WMB</u>
AUDITOR <u>WMB</u>
NOTED <u>WMB</u>
PLANT <u>WMB</u>
SEEDS <u>WMB</u>
CHK FOR <u>WMB</u>
FILING <u>WMB</u>

