

6-3853 Section 392
Parcel 95

WARRANTY DEED

From

ROBERT C. JOHANSON, ET AL

To

CENTRAL MAINE POWER COMPANY

Dated September 23, 1969

STATE OF MAINE

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

Received SEPTEMBER 30, 1969

at 10 H. 30 M. A. M., and

recorded in Book 661 Page 134

Attest: Edith H. Whitehouse
Register.

COMPARED

Consideration
\$ 110.00

W.O.
69-232-330010

Check
59750

P.P.O.
2398

C. M. P. CO. NOTATIONS OPER. DEPT. OK AS TO SUBSTANCE	TREAS. DEPT. NOTED & APPROVED	CLAIMS DEPT. NOTED & APPROVED	COMPTROLLER NOTED	OK FOR FILING
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

FILE ROOM OCT 9 1969

8-2668-05/100
 RECEIVED
 SEP 23 1969
 REGISTRY OF DEEDS
 MAINE

AG

12/15/69

12/15/69

12/15/69

Know All Men By These Presents

That we, ROBERT C. JOHANSON and MARTHA B. JOHANSON, both of Whitefield in the County of Lincoln and State of Maine, and BATH SAVINGS INSTITUTION, a Maine banking corporation having its office and principal place of business at Bath, in the County of Sagadahoc and State of Maine, the said Bath Savings Institution joining in this conveyance for the limited purposes only as hereinafter set forth,

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 of Whitefield, 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 designated as Section #68, and extending from land now or formerly of Charles Edward Tibbetts in a general northeasterly direction to land now or formerly of Paul A. Vigue.

Said strip of land is more particularly bounded and described as follows: On the northeast by land of the said Vigue; on the southeast by said 200-foot strip of land of the Grantee; on the southwest by land of the said Tibbetts; 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 part of the premises conveyed to the Grantors by Josef Kolenaty, et al, by deed dated June 2, 1969 and recorded in Lincoln County Registry of Deeds in Book 655, Page 223.

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.

Also excepting and reserving to the Grantors herein, their heirs and assigns, the right to cross the above-mentioned 200-foot strip of the Grantee 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

ALAN C. PEASE
ATTORNEY AND COUNSELLOR AT LAW
THE MACURDA HOUSE
WISCASSET, MAINE 04578
207-882-7482

August 15, 1969

Central Maine Power Company
9 Green Street
Augusta, Maine

Re: Parcel #95


Gentlemen:

In accordance with the request of Myron Curtis contained in his letter of June 17, 1969, as modified by Leon Emery by telephone, I have examined the records of the Lincoln County Registry of Deeds and Lincoln County Registry of Probate, as reflected by indices, from April 15, 1941, at 10:21 A.M., that being the date of recording of a deed from Leonard M. Brann to Central Maine Power Company, to August 13, 1969, at twelve o'clock noon.

In accordance with the Standards of Title of the Maine State Bar Association, but limited to my examination of the records for the period noted above, I certify that on the last mentioned date and time, Robert C. Johanson and Martha B. Johanson were the record owners, as joint tenants, with a good and marketable title to the premises described in Schedule A, attached hereto, free and clear of all encumbrances, with the following exceptions:

1. Any bankruptcy proceedings and any ordinance, municipal regulation or private law.
2. Any condition which an examination of the premises might reveal.
3. Real estate taxes for 1969 have not been checked.
4. Mortgage to Bath Savings Institution, dated June 20, 1969, recorded June 23, 1969, in Lincoln County Registry of Deeds Book 655, Page 361.

This certificate assumes good and marketable title to have been in the grantee in the deed to Central Maine Power Company recorded on April 15, 1941, and referred to above.

Very truly yours,

Alan C. Pease

ACP:gb

SCHEDULE A

RE: Title of Robert C. Johanson and Martha B. Johanson
Land at Whitefield, Maine

All those two tracts or parcels of land situated in Whitefield, in the County of Lincoln and State of Maine, bounded and described as follows:

First Parcel: Commencing at the southwest corner of land of the late Charles J. Skeahan; thence easterly by land of the late Charles J. Skeahan and land of the late John Hanley about fifty (50) rods to stake and stones by land of the late John Hanley; thence in an easterly direction crossing the Public Highway twice by land of the late John Hanley and land of Edward Kinsella to the Eastern Branch of the Eastern River; thence in a southerly direction by said Eastern Branch of the Eastern River; thence westerly by land of the late Dennis Kelly to land formerly owned by Warren Ware to stake and stones crossing the Public Highway twice; thence westerly by land formerly owned by Warren Ware to land of Horatio Lewis; thence northerly by land of Horatio and Leslie Lewis to stake and stones to the bound first mentioned; containing one hundred (100) acres, more or less.

Second Parcel: Beginning on land of Kate J. Hanley and stone wall at stake and stones near a small birch tree; thence easterly on said wall about eighteen (18) rods to stake and stones near the northwest corner of the late John Doyle's barn; thence southerly by land formerly of the late John Doyle about seven (7) rods to the north side of highway leading past the dwelling house of the late John Doyle to Gardiner at a maple tree; thence northwest by land formerly of John Doyle about seventeen (17) rods to said stone wall at point begun at; containing about one-half (1/2) acre, more or less.

Excepting therefrom that strip of land conveyed to the Central Maine Power Company by deed recorded in Book 441, Page 292, of the Lincoln Registry of Deeds. Excepting also the easement conveyed to Central Maine Power Company by Leonard M. Brann by deed recorded in said Registry in Book 467, Page 454.

Both of the above parcels of land are the same conveyed to Josef and Emma Kolcunaty by deed of Fred V. and Mary B. Quintal dated November 7, 1958 and recorded in the Lincoln County Registry of Deeds in Book 551, Page 334.

Third Parcel: A certain lot or parcel of land situated in said Whitefield and bounded as follows; On the north by land now or formerly of one Charles E. Mooney and by land now or formerly of one William Rooney; on the west by land now or formerly of the said Charles E. Mooney; southerly by land now or formerly of John Nolan; and on the east by the Rooney Road so-called, containing twelve (12) acres more or less.

Safety Code. The above-mentioned 200-foot strip of land being the same premises conveyed to the Grantee by Leonard M. Bramm by deed dated and recorded in Lincoln County Registry of Deeds in Book 441, Page 292.

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; that we have good right to sell and convey the same to the Grantee to hold as aforesaid; 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.

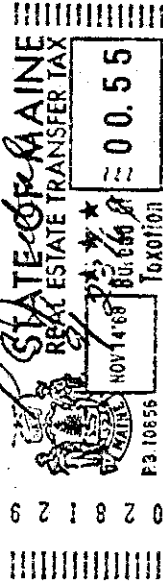
The Grantor herein, the said Bath Savings Institution, owner of a certain mortgage dated June 20, 1969 and recorded in Lincoln County Registry of Deeds in Book 655, Page 361, hereby joins in this conveyance for the purpose of releasing any and all right, title and interest it may have by virtue of said mortgage in and to the within described strip of land, and no more. The warranties herein set forth shall not be deemed to be those of said Bath Savings Institution.

IN WITNESS WHEREOF, we, the said Robert C. Johanson and Martha B. Johanson, being husband and wife, have hereunto set their hands and seals, and the said Bath Savings Institution has caused its corporate name to be signed and its corporate seal affixed hereto by Alexander Burden, its Treasurer, thereunto duly authorized, *Adid* of the said /

Signed, Sealed and Delivered
in presence of
Robert C. Johanson
Martha B. Johanson
BATH SAVINGS INSTITUTION
By: *Alexander Burden*
Treasurer

Signed, Sealed and Delivered
in presence of

Robert C. Johanson
Martha B. Johanson
BATH SAVINGS INSTITUTION
By: *Alexander Burden*
Treasurer



STATE OF MAINE LINCOLN ss. September 23, 1969.

Personally appeared the above named Robert C. Johanson and Martha B. Johanson

and acknowledged the above instrument to be their free act and deed.

Before me,

James P. [Signature]
Justice of the Peace