

6357.3 Section 392
Parcel 79

WARRANTY DEED

From
MICHAEL SARETZKY, ET AL
To
CENTRAL MAINE POWER COMPANY

Dated September 8, 1969

STATE OF MAINE

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

Received SEPTEMBER 16, 1969

at 9 H., 40 M., A. M., and

recorded in Book 661 Page 58

Attest: Edith N. White
COMPTON Register.

ACCOUNTING DEPT. NOTATIONS
INITIALS
VOUCHER NO. 12152
LEASE RECORDED
PROPERTY RECORDS
INDEXED
FILED
RECORDED
CAPTIONED
ms

Consideration W.O. Check R/D
\$ 50.00 69-232-330010 # 59754 # 2296

FILE ROOM OCT 1 1969

STATE OF MAINE
REGISTRY OF DEEDS
RECEIVED
SEP 16 1969
L I N C O L N
REGISTER
ms

Konu All Men My These Mrenna

That we, MICHAEL SARETZKY and EUDOKIA SARETZKY, both of Whitefield, in the County of Lincoln and State of Maine, and V. K. POUSSHENTAL of Pittston, in the County of Kennebec, and said State of Maine, the said V. K. Poushental 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 westerly 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 Wahego Enterprises in a general northerly direction to land now or formerly of Donald Tibbetts,

Said strip of land is more particularly bounded and described as follows: Northerly by land of the said Tibbetts; easterly by said 200-foot strip of land of the Grantee; southerly by land of said Wahego Enterprises; and westerly by a line parallel with and 100 feet distant westerly measured at right angles from the westerly 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 V. K. Poushental by deed dated June 8, 1967 and recorded in Lincoln County Registry of Deeds in Book 628, Page 287.

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 releasing to the Grantee herein any right, title and interest we may have in and to a certain lot or parcel of land conveyed to Donald Tibbetts by Wayne P. Libby, et al, by deed dated April 3, 1963 and recorded in said Registry of Deeds in Book 629, Page 369. Any interest we might have being the same conveyed by the Inhabitants of the Town of Whitefield to Eleata Oakes Ford by deed recorded in said Registry in Book 609, Page 488. Said Ford being a predecessor in ownership to property now owned by the Grantors herein.

1969 13 1663

ALAN C. PEASE
ATTORNEY AND COUNSELLOR AT LAW

THE MACURDA HOUSE
WISCONSSET, MAINE 04578
207-882-7482

August 14, 1969

Central Maine Power Company
9 Green Street
Augusta, Maine

Re: Parcel #79

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 Peter L. King 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, Michael Saretzky and Eudokia Saretzky 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 V. K. Poushental, dated June 8, 1967, recorded June 9, 1967, in Lincoln County Registry of Deeds, Book 617, Page 497.
5. Deed of Wayne P. and Shirley M. Libby, to Gertrude M. King, dated October 15, 1966, recorded July 30, 1968, in Lincoln County Registry of Deeds, Book 636, Page 378, a copy of which deed is attached hereto. This item is called to your attention in that it represents an out conveyance in the chain of title finally leading to Saretzky. An examination of the records does not disclose the exact location of the parcel described in this deed and it is not known as to whether or not it may affect the title in question.


Central Maine Power Company

-2-

August 14, 1969

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 Michael Saretzky and Eudokia Saretzky
Land at Whitefield, Maine

A certain lot or parcel of land with all buildings thereon situated in Whitefield, Lincoln County, Maine, and bounded and described as follows, to wit: On the North by land formerly owned by Elbridge Moody and formerly Paul Arthur King, on the East by the Sheepscot River, Tavern Brook and land of Mrs. Frank Tyler, on the South by land of said Tyler, land of Gertrude King, and land formerly of Dexter Keuseell and land formerly of Kealy Heirs, now land of Harold Warren and Thomas Colpitts, and on the West by the Branch Brook.

Excepting and reserving from the above described premises land granted to the Central Maine Power Company; also excepting and reserving premises described in the deed to Donald Tibbetts, given in April 1963; also excepting and reserving premises described in the deed to Gertrude King dated October 15, 1966 and further excepting and reserving any and all other parcels of land conveyed from the above described premises by other and prior owners.

Being the same premises conveyed to me by Eleata E. (Oakes) Ford by his Warranty Deed dated October 24, 1966 and recorded in Lincoln County Registry of Deeds in Book 614, Page 345.

378

Vol. 638 (636)

Know all Men by these Presents,

Libby
et al

Walter We, WAYNE P. LIBBY and SHIRLEY M. LIBBY of Castle Hill in Aroostook
County and the State of Maine

to in consideration of one dollar and other valuable consideration

King

paid by GERTRUDE M. KING of Whitefield of Lincoln County and the State of Maine

the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said
Gertrude M. King, her heirs and assigns forever,

a certain lot or parcel of land located in the Town of Whitefield, County
of Lincoln and State of Maine and bounded and described as follows to wit:

Commencing on the Westerly side of the Kings' Mills Road, being State Aid
Highway No. 6 at the Northeasterly corner of land of the grantee; Thence run-
ning in a Westerly direction along the grantee's Northerly line to the Northwest
corner of grantee's land; thence running Northerly in an extension of the
grantee's Westerly line 50' more or less to an iron pin; Thence Easterly
parallel with the first mentioned bound to the Westerly side of State Aid
Highway No. 6; Thence Southerly along the Westerly side of said State Aid
Highway No. 6 to the point of beginning.

Meaning and intended to describe and convey a portion of the premises
described in the deed of Everett King et als, to the grantors dated August 22,
1962 and recorded in the Lincoln County Registry of Deeds in Book 577, Page 346.

Included in this instrument is the right to use water from a spring
located on other land of the grantors on the Easterly side of said State Aid
Highway No. 6 together with the right to enter grantors land for the purpose of
piping water from said spring to the grantees' land and maintaining said piping
all as the same is now being used and enjoyed by the grantee. This right and
privilege is to run with the land of the grantees.

NO REVENUE STAMPS REQUIRED

In ~~have~~ and to ~~hold~~ the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said **Gertrude M. King**

~~her and~~ **her** heirs and assigns, to their use and behoof forever. And **we** do covenant with the said Grantee, **her** heirs and assigns, that they are free of all incumbrances; **we are** lawfully seized in fee of the premises;

that **we** have good right to sell and convey the same to the said Grantee, **Gertrude M. King** our heirs shall and will **W. P. ST AND** DEFEND the same to the said Grantee, **her**

In Witness Whereof, we the said Wayne P. Libby and Shirley M. Libby, Husband and Wife

joining in this deed as Grantors, and relinquishing and conveying ~~at~~ **our** rights by descent and all other rights in the above described premises, have hereunto set **our** hands and seals, this **15th** day of **October** in the year of our Lord one thousand nine hundred and **sixty-six**,

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Henry Heselton to both **Wayne P. Libby** SEAL
Shirley M. Libby SEAL

State of Maine. }
~~Notary Public~~
Kennebec

above named **Wayne P. Libby and Shirley M. Libby** Personally appeared the and acknowledged the foregoing instrument to be **their** free act and deed. **Oct. 15, 1966.**

NOTARIAL SEAL BEFORE ME, **Henry Heselton** ~~XXXXXXXXXXXX~~
Notary Public

Received **JULY 30, 1968**, at **9** o'clock **30 m.** **A. M.** and recorded from the original. Attest: *Edith A. White* Registrar

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 afore-
said; 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 V. K. PoushENTAL, owner of a certain mortgage dated June 8, 1967 and recorded in Lincoln County Registry of Deeds in Book 617, Page 497, hereby joins in this conveyance for the purpose of releasing any and all right, title and interest he 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 V. K. Poushental.

IN WITNESS WHEREOF, we, the said Michael Saretzky and Eudokia Saretzky, being husband and wife, have hereunto set our hands and seals, and the said V. K. Poushental has hereunto set his hand and seal,

and / of the said

giving in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 28 day of September, in the year of our Lord one thousand nine hundred and sixty-nine.

Signed, Sealed and Delivered in presence of

Michael Saretzky
Eudokia Saretzky
x V. K. Poushental

Samuel C. Clark
Ralph Clark

STATE OF MAINE LINCOLN ss. September 28 1869.

Personally appeared the above named Michael Saretzky and Eudokia Saretzky and acknowledged the above instrument to be their free act and deed.

Before me,

Justice of the Peace