

8-3574 Section 392
Parcel 78

WARRANTY DEED

From
WAHEGO ENTERPRISES
To
CENTRAL MAINE POWER COMPANY

Dated *September 5, 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 61

Attest: *Edna Whitehead*
Register.
COMPANIED

ACCOUNTING DEPT. NOTATIONS
INITIALS
VOUCHER NO. *8-2105*
LEASE RECORDED *W/L*
PROPERTY RECORDS *W/L*
LEGER *W/L*
REVENUE AUDIT
PROP LICENSE PROJ
TRANSFER

FILE ROOM OCT 1 1969

Consideration *W.O.*
\$150.00 *69-233-330010*

Chuk # *59758*
R/O # *2295*

C. M. F. O. REGISTRY
OFFER TO REGISTER
ON AN UN-
SUBSTANTI-
ATED LEGAL
FORM
FILED IN
NOTED &
APPROVED
CLERK
NOTED &
APPROVED
COUNTY
NO. ED
OFF FOR
FILED

9/2/69

Kunnu All Men My These Mrependiz

That WAHEGO ENTERPRISES, of Brunswick, in the County of Cumberland 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 of ~~Whitefield~~ 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 Annie Tyler in a general northerly direction to land now or formerly of Michael Saretzky, et al.

Said strip of land is more particularly bounded and described as follows: Northerly by land of said Saretzky; easterly by said 200-foot strip of land of the Grantee; southerly by land of the said Tyler; 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 Wahego Enterprises by Phyllis M. Warren by deed dated January 4, 1968 and recorded in Lincoln County Registry of Deeds in Book 629, Page 456.

There is reserved to the Grantor, its successors 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, its successors 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, its successors and assigns.

In consideration of the right to use said premises as herein reserved, the Grantor, its successors 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, its successors 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 Grantor herein, its successors 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.

AUG 19 1969

ALAN C. PEASE
ATTORNEY AND COUNSELLOR AT LAW

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

August 18, 1969

Central Maine Power Company
9 Green Street
Augusta, Maine

Re: Parcel #78

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 Dexter Kensell 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, Wahego Enterprises was the record owner, 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.

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, referred to above.

Very truly yours,

ALAN C. PEASE

ACP:gb

SCHEDULE A

RE: Title of Wahego Enterprises Inc.
Land at Whitefield, Maine

A certain lot or parcel of land situated in Whitefield, County of Lincoln and State of Maine, bounded and described as follows: Beginning on the westerly side of the road northerly fromwhence the Turner school House, so-called, used to stand, at the corner made by the late Enoc King's southerly line; thence northwesterly on Maeson land to the Hatch Farm, so-called; thence southeasterly on said Hatch Farm to land formerly of the late Miles Palmer. Thence north fifty-two degrees (52) East to the road near the Turner Brook Bridge, so-called; thence by said Road to the first named bound, containing forty (40) acres, more or less.

Meaning and intending to describe and convey the first lot described in deed of Mehitable Kensell et al to Dexter Kensell by deed dated Jan. 28, 1909, and recorded in Lincoln County Registry of Deeds in Book 326, Page 10, to which deed reference is made for a more particular description.

Excepting and reserving, nevertheless, the lot conveyed by Dexter Kensell to the Central Maine Power Co., by deed dated April 12, 1941, and recorded in said registry in Book 441, Page 301, to which deed reference is made for a more particular description.

Being the same premises conveyed from Lyndon B. Hardwick and Elizabeth G. Hardwick to Phyllis M. Warren by deed dated Sept. 20, 1960, recorded in said registry in Book 557, Page 266.

TO HAVE AND TO HOLD the aforementioned 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 it do covenant with the said Grantee, its successors and assigns, that it is lawfully seized in fee of the premises; that they are free of all incumbrances; that it has have good right to sell and convey the same to the Grantee to hold as aforesaid; and that it and its successors, 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, the said Wahego Enterprises has caused its corporate name to be signed and its corporate seal affixed hereto by Waldo O'Donnell, its President, thereunto duly authorized,

_____ of the said

_____ rights by descent and all other rights in the above described premises have heretofore been fully and lawfully assigned to the said Grantee, in the year of our Lord one thousand nine hundred and sixty-nine.

Signed, Sealed and Delivered in presence of

WAHEGO ENTERPRISES

By: *Waldo O'Donnell*
its President

Henry C. Emery

STATE OF MAINE CUMBERLAND ss. September 5, 1969.

Personally appeared the above named Waldo O'Donnell, President of said Wahego Enterprises, his free act and deed, in his said capacity and the free act and deed of said Wahego Enterprises.

Before me,

Henry C. Emery
Justice of the Peace

