

8.4206 Section 392
Parcel 90

WARRANTY DEED

From

HAZEL B. FOWLE, ET AL

To

CENTRAL MAINE POWER COMPANY

Dated October 22, 1969

STATE OF MAINE

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

Received OCTOBER 30, 1969

at 9 H., 35 M., A. M., and

recorded in Book 662 Page 44

Attest: Edna H. Whitehouse
COMPARED Register.

Consideration
\$ 125.00

W.O.
69-232-330010

Check
62101
R/W # 2369

FILE ROOM: NOV 24 1969

9-2886-9

COPIES OF THIS DEED
MADE FOR THE
REGISTER OF DEEDS
ON OCTOBER 30, 1969
BY [Signature]

C. M. P. CO. NOTATIONS	
OPER. DEPT. OK AS TO SUBSTANCE	[Signature]
LEGAL DEPT. OK AS TO FORM	
TREAS DEPT. NOTED & APPROVED	777
CLAIMS DEPT. NOTED & APPROVED	[Signature]
COMPTROLLER NOTED	[Signature]
OK FOR FILING	[Signature]

Know All Men By These Presents

That we, HAZEL B. FOWLE, of Whitefield, and CHRISTINE E. GLIDDEN, of Waldoboro, both in the County of Lincoln, and VIRGINIA M. JEWETT of Gardiner, and LAURA M. GRAY, of Windsor, both of the County of Kennebec, all of the 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, 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 Ralph L. Carter in a general northeasterly direction to land now or formerly of Walter H. Forster, Sr., et al.

Said strip of land is more particularly bounded and described as follows: On the northeast by land of the said Forster; on the southeast by said 200-foot strip of land of the Grantee; on the southwest by land of the said Carter; 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 Clyde S. Fowle by the State of Maine, Farm Lands Loan Commission, by Elbert D. Hayford, its Secretary, by deed dated January 25, 1938 and recorded in Lincoln County Registry of Deeds in Book 414, Page 325. The Grantors herein being the sole heirs at law of said Clyde S. Fowle, late of Whitefield.

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.

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

August 27, 1969

Central Maine Power Company
9 Green Street
Augusta, Maine

Re: Parcel #90

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 Clyde S. Fowles to Central Maine Power Company, to August 25, 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, Clyde S. Fowles 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.
4. Although record title is in the name of Clyde S. Fowles, the undersigned has information of the death of Clyde S. Fowles on June 14, 1969. As of August 25, 1969, no Petition for Administration had been filed in the Lincoln County Registry of Probate. Assuming the death of Clyde S. Fowles on June 14, 1969, the title is free subject to the following:
 - a. Claims of creditors against the estate of Clyde S. Fowles.
 - b. Inheritance Tax Lien.
 - c. Determination by the Probate Court of those individuals who are entitled to share in the distribution of the estate of Clyde S. Fowles.

Central Maine Power Company

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August 27, 1969

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

Very truly yours,



Alan C. Pease

ACP:gb

SCHEDULE A

RE: Title of Clyde S. Fowle
Land at Whitefield, Maine

A certain lot or parcel of land with the buildings thereon situated in Whitefield in the County of Lincoln and bounded and described as follows, to wit: Bounded on the north by land formerly of Rufus A. Ware, east by Sheepscot River, south by land now or formerly of Mrs. Addie Jackson and the Gardiner Road, west by land now or formerly of W. E. Kelley.

Being the same premises described in deed Mary Ingraham to Nellie M. Reynolds dated July 23, 1927, recorded in Lincoln Registry of Deeds, Book 378, Page 469.

And being the premises conveyed to the State of Maine by Alfred P. Rancourt by his mortgage deed dated August 19, 1930, and recorded in Lincoln Registry of Deeds, Book 392, Page 168.

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.

IN WITNESS WHEREOF, we, the said Hazel B. Fowle, being single, Christine E. Glidden, Virginia M. Jewett, being single, and Laura M. Gray,

and I, Richard Glidden, husband of the said Christine E. Glidden, and I, Richard H. Gray, husband of the said Laura M. Gray,

joining in this deed as Grantors, and relinquishing and conveying our rights by descent and all other rights in the above described premises, have hereunto set our hand(s) and seal(s) this 20th day of October, in the year of our Lord one thousand nine hundred and sixty-nine.

Signed, Sealed and Delivered in presence of

Laura M. Gray
Hazel B. Fowle
Christine E. Glidden
Richard H. Gray
Virginia M. Jewett
Laura M. Gray
Richard H. Gray

STATE OF MAINE LINCOLN ss. October 20, 19 69

Personally appeared the above named Hazel B. Fowle her free act and deed. and acknowledged the above instrument to be

Before me,

Laura M. Gray
Justice of the Peace

