

6-4290 Section 392
Parcel 87

WARRANTY DEED

From

ROY W. RIPLEY

To

CENTRAL MAINE POWER COMPANY

Dated October 31, 1969

STATE OF MAINE

LINCOLN ss. Registry of Deeds

Received NOVEMBER 5, 1969

at \$ H., 30 M., A. M., and

recorded in Book 662 Page 90

Attest: *Edna Whitehouse*
REGISTER Register.

Consideration W. O.
\$ 150.00 69-232-330610

Check R/W
62104 # 2370

FILE ROOM NOV 10 1969

9-2886
me
CS. [unclear]

C. M. P. O. NOTATIONS	OPER. CLERK	NOTES & APPROVALS	COURT CLERK
US. A. T. G.	LEGAL DEPT.	TREAS. DEPT.	NOTED
SUBSTANCE	OK AS TO FORM	NOTED & APPROVED	OK FOR FILING
<i>[Signature]</i>		<i>[Signature]</i>	<i>[Signature]</i>

KUMU ALL MEN BY THEIR AGREEMENTS

That I, JOY W. RIPLEY, of Kittery, in the County of York and State of Maine, and THE NATIONAL BANK OF GARDINER, a Maine banking corporation having an office and place of business at Gardiner, in the County of Kennebec and said State of Maine, 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:

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 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 George H. Carter in a general northeasterly direction to land now or formerly of Mary Anne Kelley.

Said strip of land is more particularly bounded and described as follows: On the northeast by land of the said Kelley; 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 Iva A. Ripley by Carleton Philbrick, Administrator of the Estate of Frank G. Ripley, by deed dated August 6, 1923 and recorded in Lincoln County Registry of Deeds in Book 366, Page 420. Said Iva A. Ripley died testate and devised said premises to her two sons, Arthur W. Ripley and Lester G. Ripley, for their lifetime and at their decease, to their children. Said Lester G. Ripley died leaving no children. The Grantee herein, being one of the sole heirs of the late Arthur W. Ripley. The second heir, Iva Lewis, conveyed her interest to the Grantor herein by deed dated May 3, 1956 and recorded in Lincoln County Registry of Deeds in Book 527, Page 236.

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

In consideration of the right to use said premises as herein reserved, the Grantor, his 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, his 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 Grantor herein, his 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 C. PEASE
ATTORNEY AND COUNSELLOR AT LAW
THE MACURDA HOUSE
WISCASSET, MAINE D457B
207-882-7482

September 9, 1969

Central Maine Power Company
9 Green Street
Augusta, Maine

Re: Parcel #87

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 26, 1941, at 10:16 A.M., that being the date of recording of a deed from Arthur W. Ripley, Lester G. Ripley, Roy Ripley, Charles E. Ripley, and Iva Lewis, to Central Maine Power Company, to September 5, 1969, at 4:30 P.M.

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, Roy W. Ripley 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. Mortgage to the National Bank of Gardiner, dated June 29, 1960, and recorded in said Registry of Deeds, Book 564, Page 131.
5. Tax Lien to the Town of Whitefield for 1968 taxes, recorded May 5, 1969, in said Registry of Deeds, Book 653, Page 95A.
6. The following tax lien may affect the subject premises: Tax Lien for 1968 taxes, recorded May 5, 1969, in said Registry of Deeds, Book 653, Page 95.

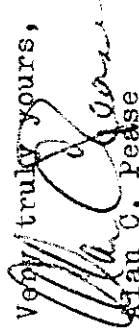
September 9, 1969

7. Deed to Central Maine Power Company, dated April 16, 1941, recorded April 26, 1941, in said Registry of Deeds, Book 441, Page 446.
8. The subject premises were formally owned by Iva A. Ripley, who died January 29, 1935, leaving a will containing the following provision:
- "Third - I give and bequeath to my two sons my real estate to be owned by them jointly during their lifetime and at their decease it shall be divided equally among the children of the said Arthur W. Ripley and Lester G. Ripley".
- The deed of Iva Lewis to Roy W. Ripley, dated May 3, 1956, and recorded in said Registry of Deeds, Book 527, Page 236, indicates that Iva A. Ripley died testate devising the premises to her two sons, Arthur and Lester, for life, then to the children of Arthur and Lester, that Lester died leaving no children and that Roy W. Ripley and Iva Lewis were the only surviving children of Arthur W. Ripley. The record does not indicate the names of all of the children of Arthur W. Ripley and the records of the Estate of Iva A. Ripley would indicate that Charles E. Ripley may have also been a child of Arthur W. Ripley. If the referred-to provision of the will created a vested remainder in the children of Arthur W. Ripley, the record should be clarified and amplified to show that in fact Iva Lewis and Roy W. Ripley were the only two individuals entitled to claim any interest to the subject real estate.

This certificate assumes good and marketable title to have been in the Grantor in the deed to Central Maine Power Company, recorded on April 26, 1941, as referred to above.

ACP:gb

Very truly yours,


Alan C. Pease

SCHEDULE A

RE: Title of Roy W. Ripley
Land at Whitefield, Maine

Real estate with the buildings thereon situated in Whitefield, Lincoln County, Maine, bounded and described as follows:

Parcel One: Bounded Northerly by land formerly owned by one Baldwin; Easterly by the Sheepscot River; Southerly by land now or formerly of one Glidden; Westerly by the Branch Brook, so-called; and formerly being the homestead occupied by Iva A. Ripley.

Parcel Two: Bounded Easterly by Sheepscot River; Northerly by land formerly of one Erskine and land now or formerly of one Shaw; Westerly by land now or formerly of one Kelley and land formerly of George King, known as the King Wood Lot; Southerly by land formerly owned by one Baldwin.

Parcel Three: Beginning at a stake and stone on the Branch Brook, so-called, at the Southeast corner now or formerly of Thomas Kelley's Lot; thence Northerly one hundred and eighty five (185) rods, more or less, to a stake and stones on the head range of lots according to Marr's plan; thence Southerly thirty-three (33) rods, more or less, to a stake and stones on the Northerly line of the Cushman Lot, so-called; thence Easterly to a stake and stones on the Branch Brook aforesaid; thence on said Branch Brook to the bound first mentioned.

Also another certain lot or parcel of land situated in said Whitefield and described as follows, to wit:

Beginning at a stake at the Westerly side of the Sheepscot River; thence running Northwesterly through the center of the lot of which this lot was formerly a part, by stakes and by land assigned to George King to the Branch Brook; thence Northeasterly by the said Branch Brook to land formerly of George Pottle; thence Southeasterly by the last named land to said Sheepscot River; thence Southerly by said River to the first mentioned bound.

Also my part of another certain lot or parcel of land situated in said Whitefield, and described as follows, to wit:

Bounded Easterly by the Sheepscot River; Southerly by land formerly of George Pottle; Westerly by land formerly of Sarah J. Pottle; Northerly by land formerly of William Swett; and known as the Jacob Turner Lot; and formerly owned by George King and Margaret M. Erskine as tenants in common.

Being the same premises described in an Administrator's Deed from Carleton Philbrick, Administrator of the estate of Frank J. Ripley to Iva A. Ripley, dated August 6, 1923 and recorded in Lincoln County Registry of Deeds in Book 366, Page 420.

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 I do 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 incumbrances; that I have good right to sell and convey the same to the 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. The Grantor herein, the said The National Bank of Gardiner, owner of a certain mortgage dated June 29, 1960 and recorded in Lincoln County Registry of Deeds in Book 564, Page 131, 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 said strip of land, and no more. The warranties herein set forth shall not be deemed to be those of said The National Bank of Gardiner.

IN WITNESS WHEREOF, I, the said Roy W. Ripley, being single, have hereunto set my hand and seal, and The National Bank of Gardiner has caused its corporate name to be signed and its corporate seal affixed hereto by its _____, thereunto duly authorized,

~~and~~ _____ of the said _____

~~Joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have herewith set hand (s) and seal(s) this 27th day of October, 1969, in the year of our Lord one thousand nine hundred and sixty-nine.~~

Signed, Sealed and Delivered
in presence of


Roy W. Ripley

THE NATIONAL BANK OF GARDINER

By: Robert J. Mould
Its Cashier

STATE OF MAINE

ss. _____

October 27, 1969.

Personally appeared the above named Roy W. Ripley

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

