

224 Section 392
Parcel 97

WARRANTY DEED

From

EDWARD JOHN BURKE, ET AL

To

CENTRAL MAINE POWER COMPANY

Dated December 29, 1969

STATE OF MAINE

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

Received JANUARY 5, 1970

at 8 H, 30 M, A. M., and

recorded in Book 665 Page 136

Attest: Edith A. White
Register.

12-29-69
9-18-69
6002 1/22/70 JLB

Consideration
\$ 450.00 (Check # 75744 - R/W #3365)
\$ 350.00 (Check # 61118 - R/W #3347)
\$ 800.00

W. U.
69-232-336010

FILE ROOM JAN 22 1970

C. M. P. COLLEGE
OFFICE
SUBSTITUTE
PAID
W. U.
GUS
W. U.

Know All Men By These Presents

That we, EDWARD JOHN BURKE and CAROLYN B. BURKE, both of Whitefield, in the County of Lincoln and State of Maine, and GARDINER SAVINGS INSTITUTION, a Maine Banking Company corporation having its office and principal place of business at Gardiner, in the County of Kennebec and said State of Maine, and CORA M. CARON, of Augusta, said County of Kennebec and State of Maine, the said Gardiner Savings Institution and Cora M. Caron joining in this conveyance for the limited purposes only as herein-after 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 ~~(city)~~ 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 Paul A. Vigue in a general northeasterly direction to land now or formerly of Martha Trainor, southerly of highway Route #126, so called, as now traveled, and land formerly of Thomas P. Kapanais, et al, now of this Grantee, and land now or formerly of Cora M. Caron at the center of said highway.

Said strip of land is more particularly bounded and described as follows: On the northeast by land of said Caron and land of the Grantee at the center of said highway and land of said Trainor; on the southeast by said 200-foot strip of land of the Grantee; on the southwest by land of said Vigue; 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 Cora M. Caron by deed dated August 15, 1968 and recorded in Lincoln County Registry of Deeds in Book 645, Page 321.

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.

All salvage wood and timber located on the premises hereby conveyed which is four (4) inches or more in diameter is reserved to the Grantors, their heirs and assigns, together with the right to enter on said premises for the purpose of removing said salvage wood and timber. The right of the Grantors, their heirs and assigns, to remove said salvage wood and timber is subject to the prior right of the Grantee, its successors and assigns, at any time to clear said premises of all trees, timber and bushes growing thereon by such means as the Grantee, its successors and assigns, may select, provided said salvage wood and timber is reserved to the Grantors, their heirs and assigns.

03 19 1969

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 #97

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 May 15, 1941, at 9:12 A.M., that being the date of recording of a deed from Augustus Clair 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, Edward John Burke and Carolyn B. Burke 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. This certificate assumes that Augustus Clair and Augustus LeClair are one and the same person. This was apparently assumed by the Central Maine Power Company by the deed recorded on April 17, 1941, at 10:15 A.M., in Lincoln County Registry of Deeds Book 441, Page 317, and re-recorded on May 15, 1941, at 9:12 A.M., in said Registry of Deeds Book 441, Page 533.
5. Easement from Joseph H. Caron to Central Maine Power Company dated July 18, 1946, and recorded on August 8, 1946, in said Registry of Deeds Book 467, Page 456. It is noted that the undersigned found no in-conveyance to Joseph H. Caron and assumed that Central Maine Power Company took an easement in the name of Joseph H. Caron when in fact the property was owned by Cora M. Caron. The exact location of this easement is not known.

The Grantor herein, the said GARDINER SAVINGS INSTITUTION, owner of a certain mortgage dated August 15, 1968 and recorded in Lincoln County Registry of Deeds in Book 645, Page 322, 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 Gardiner Savings Institution.

August 15, 1969

6. The record indicates that on August 11, 1955, Cora M. Caron established a joint tenancy between herself and Joseph H. Caron by deed recorded in said Registry Book 523, Page 232. Subsequently, on August 15, 1968, Cora M. Caron by deed recorded in said Registry Book 645, Page 321, purports to convey as the surviving joint tenant, to Edward John Burke and Carolyn B. Burke, as joint tenants. A search of the Registry of Deeds and Registry of Probate does not disclose any information concerning payment of the Inheritance Tax, if any be due, in the estate of Joseph H. Caron. The record does indicate by mortgage given by Cora M. Caron and Joseph H. Caron that he was living on July 11, 1962. A Certificate of Discharge of the Inheritance Tax Lien in the Estate of Joseph H. Caron should be secured and recorded.

7. Mortgage from said Burkes to Gardiner Savings Institution, dated August 15, 1968, recorded August 16, 1968, in said Registry of Deeds Book 645, Page 322.

8. Mortgage from said Burkes to Cora M. Caron, dated August 15, 1968, and recorded August 16, 1968, in said Registry of Deeds Book 632, Page 477.

9. Option from said Burkes to Central Maine Power Company, dated January 22, 1969, recorded February 28, 1969, in said Registry of Deeds Book 652, Page 359.

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

Very truly yours,

Alan C. Pease

ACP:gb

The Grantor herein, the said GARDINER SAVINGS INSTITUTION, owner of a certain mortgage dated August 15, 1968 and recorded in Lincoln County Registry of Deeds in Book 645, Page 322, 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 Gardiner Savings Institution.

SCHEDULE A

RE: Title of Edward John Burke and Carolyn B. Burke
Land at Whitefield, Maine

A certain lot or parcel of land situated in said Whitefield, on the Southern side of the highway leading from Turner's Corner, so-called, by the Catholic Church that was deed to Peter Doyle of said Whitefield by Miles L. Benner of said Whitefield, by his deed dated January 24th, 1868, and recorded in Lincoln Registry of Deeds, Book 239, Page 284.

Also another certain lot or parcel of land situate in said Whitefield, that was deeded to Michael P. Doyle of said Whitefield, by James E. Wheelan, also of said Whitefield, by his deed dated July 21, 1888, and recorded in Lincoln Registry of Deeds, Book 284, Page 226.

Also another lot or parcel of land with the buildings thereon, situate in said Whitefield, that was deeded to Peter Doyle of Gardiner, County of Kennebec, Maine, by John S. Bailey of said Whitefield, by his deed dated December 25th, 1862 and recorded in Lincoln Registry of Deeds, Vol. 227, Page 326.

Excepting and reserving from the above described premises the parcel of land conveyed to CMP Co. as recorded in Book 441, Page 533 and as conveyed to CMP Co. by Joseph Caron in Book 467, Page 456 at Lincoln County Registry of Deeds.

Being the same premises conveyed to Cora M. Caron and Joseph H. Caron by Cora M. Caron by her Warranty Deed dated August 11, 1955 and recorded in Lincoln County Registry of Deeds in Book 523, Page 232. The said Joseph H. Caron is now deceased.

The said Grantor excepts and reserves from the above described premises for herself, her heirs and assigns a certain lot or parcel of land situated in said Whitefield bounded and described as follows:

BEGINNING on the Northerly line of the highway running from North Whitefield to Pittston, known as Route #126, at a stone wall at the Southwest corner of land of Thomas Kapantais; thence North 35° 20' W, along land of said Kapantais and following closely a stone wall, 613 feet to an iron pipe driven in said wall at the center of a brook; thence generally Southwesterly, following down the thread of said brook, to the Northerly line of the aforementioned highway; thence Easterly, along the Northerly line of said highway, 675 feet to the point of beginning. Said parcel being of triangular shape and containing 3.6 acres, more or less.

The Grantor herein, the said GARDINER SAVINGS INSTITUTION, owner of a certain mortgage dated August 15, 1968 and recorded in Lincoln County Registry of Deeds in Book 645, Page 322, 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 Gardiner Savings Institution.

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 Cora M. Caron, owner of a certain mortgage dated August 15, 1968 and recorded in Lincoln County Registry of Deeds in Book 632, Page 477, hereby joins in this conveyance for the purpose of releasing any and all right, title and interest she 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 Cora M. Caron.

IN WITNESS WHEREOF, we, the said Edward John Burke and Carolyn B. Burke, being husband and wife, have hereunto set our hands and seals, and the said Gardiner Savings Institution has caused its corporate name to be signed and its corporate seal affixed hereto by Richard I. Goodwin, its Asst. Treasurer, thereunto duly authorized, and the said Cora M. Caron has hereunto set her hand and seal, and /

joining in this deed as Grantor, and relinquishing and contesting all rights by descent and all other rights in the above described premises, have hereunto set hand (s) and seal (s) this 29th day of December 1969, in the year of our Lord one thousand nine hundred and sixty-nine.

Signed, Sealed and Delivered
in presence of

Richard I. Goodwin
Richard I. Goodwin
Richard I. Goodwin
Richard I. Goodwin

Edward John Burke
Carolyn B. Burke

GARDINER SAVINGS INSTITUTION

By: *Richard I. Goodwin*
its Asst. Treasurer

STATE OF MAINE LINCOLN

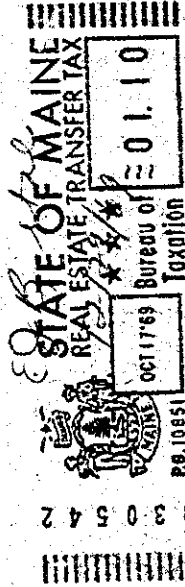
ss.

December 29, 1969.

Personally appeared the above named Edward John Burke and Carolyn B. Burke

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

Before me,



Richard I. Goodwin
Justice of the Peace