

979 144

KNOW ALL MEN BY THESE PRESENTS,

That CENTRAL MAINE POWER COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Maine and having its office and principal place of business at Augusta, in the County of Kennebec and State of Maine, in consideration of One Dollar and other valuable consideration paid by ST. REGIS PAPER COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of New York and having a place of business at Bucksport, in the County of Hancock and State of Maine, the receipt whereof is hereby acknowledged, does hereby remise, release, bargain, sell and convey and forever quitclaim unto the said St. Regis Paper Company, its successors and assigns forever, the following described premises, water rights, flowage rights, diversion rights, and rights of way, together with any buildings, dam, penstock, and other structures thereon, situated in Orland, (in that part known as East Orland) in said County of Hancock.

1. A certain lot or parcel of land bounded and described as follows:

Beginning on the lower side of the Bridge as it existed on January 15, 1907, in the middle of the brook near the pump works as said works existed on January 15, 1907; thence North 46° East seventeen and one-fourth (17 1/4) rods across the main stream to a point formerly marked by a stake standing near a brook on the west side of the brook; thence South 49° East twelve (12) rods to a point formerly marked by a stake and stones standing on the north side of the main stream; thence South 62 1/2° West twenty-two (22) rods to the brook; thence down the brook to the first mentioned bounds, there being about an acre and ten (10) rods, more or less, with the right of way to a point now or formerly marked by a stone post standing by a maple tree at the county road.

Also hereby conveying all rights formerly owned by Samuel P. Mason to the water in Old Stream, so called, all rights to the water in Toddy Pond, all rights to flow the land along said stream and about said Toddy Pond, all rights in and to all dams, flumes and gates along and upon said Old Stream, and all rights in the water in the sluice way or channel, all as more particularly set forth in a certain deed given by Samuel P. Mason to Albert H. and William M. Shaw dated January 15, 1907 and recorded in Hancock County Registry of Deeds in Book 437, Page 69.

Being all of the same premises and rights conveyed by said Samuel P. Mason to said Shaws by said deed recorded in said Registry of Deeds in Book 437, Page 69.

2. A certain lot or parcel of land bounded and described as follows:

Beginning at the northwest corner of land now or formerly of Augustin Mason upon the bank at the east of Gully Brook; thence westerly on the north line of land formerly of Abbie M. Wardwell sixteen (16) rods; thence southerly parallel with the westerly line of land now or formerly of said Augustin Mason ten (10) rods; thence easterly in a line parallel to north line of the parcel here conveyed to the west line of land now or formerly of said Augustin Mason; thence northerly in west line of said Augustin Mason's land to his northwest corner and the point of beginning, containing one (1) acre.

Being the same premises conveyed by Abbie M. Wardwell to Albert H. and William M. Shaw by deed dated January 15, 1907 and recorded in said Registry of Deeds in Book 437, Page 68.

3. A certain lot or parcel of land bounded and described as follows:

Beginning at a point now or formerly marked by an iron pin set in the ground on the north line of land formerly owned by F. A. Wentworth, now or formerly owned by Augustin Mason, where a stake and stones formerly stood; thence northwesterly to a point now

979

146

or formerly marked by an iron pin set in the ground near a fir tree or stub on the south line of land formerly owned by Thomas Mason, now or formerly owned by Thomas F. Mason and Augustin Mason, about four (4) rods from Toddy Pond Stream; thence northeasterly following said Mason's line to said stream; thence up said stream as it runs to the north line of said Augustin Mason's land; thence by said Mason's north line to the point of beginning.

Being the same premises conveyed to Albert H. and William M. Shaw by two certain deeds, one from Estelle C. Mason et al dated January 16, 1907, and recorded in said Registry of Deeds in Book 437, Page 325, and the other from Estelle C. Mason, Guardian of Gertrude C. Mason, dated March 19, 1907, and recorded in said Registry of Deeds in Book 437, Page 317.

4. The right to divert the waters of Toddy Pond, the right to take the same from said pond by penstock, canal or flumes, and all rights in the dam and gates at the outlet of said pond and all rights of flowage about said pond, and the right to construct a penstock, canal or flume across the homestead formerly of Augustin Mason and to maintain the same forever, and occupy for such purpose a strip of land eight (8) rods in width and to erect and maintain thereon water towers or standpipes, and the right to construct a ditch across said land formerly of said Augustin Mason, and a right of way for all purposes in common with others across said land formerly of said Augustin Mason and from said land formerly of said Augustin Mason south to the County road, all of the foregoing as more particularly set forth in a certain deed given by Augustin Mason to Albert H. and William M. Shaw dated January 16, 1907, and recorded in said Registry of Deeds in Book 437, Page 315, together with all the rights and powers appurtenant or incidental thereto.

5. A certain lot or parcel of land bounded and described as follows:

Beginning at the intersection of the line between lots #3 and #4 with the western shore of Toddy Pond; thence northwesterly on said line to a point now or formerly marked by a stake and stones at high water mark; thence northwesterly to a point now or formerly marked by a stake and stones; thence northeasterly one (1) rod to a point now or formerly marked by a stake and stones at high water mark; thence northwesterly to the northeast corner of land formerly occupied by William Blaisdell; thence northerly to the southeast corner of land now or formerly occupied by Emily H. Dunbar; thence by said Dunbar's east line to said Emily H. Dunbar's northeast corner; thence northwesterly about sixty (60) rods to the south line of land formerly owned by A. P. Emerson now or formerly owned by Augustin Mason to a point now or formerly marked by a poplar tree spotted; thence by south line of said Mason's land easterly to Toddy Pond Stream; thence up said stream as it runs to the southeast line of land formerly owned by Thomas Mason; thence following said Mason's line northeasterly up the bank of said stream to a point now or formerly marked by a stake and stones at the edge of a cleared field as it existed in 1907; thence following the bank of said stream as it runs southerly keeping five (5) rods, more or less, from the water to a point now or formerly marked by a stake near a fence as it existed in 1907; thence following the direction of said fence easterly to the Road leading to the farm formerly owned by Thomas Partridge; thence by said Road southerly to the County Road as it existed in 1907; thence crossing said Road to its west line; thence following said west line of said County Road southerly to the north line of land formerly of F. A. Wentworth now or formerly of Charles E. Gibbs; said north line crosses said Road at the culvert nearest the house of said Gibbs; thence by said Gibbs north line and west line to his southwest corner; thence westerly to high water mark; thence following the shore of said Pond as it runs keeping always at high water mark to the mouth of Heart Pond Brook; thence to the point of beginning.

Excepting and reserving the following lot or parcel of land:

Beginning at an iron bolt in the northerly line of County Road at the bottom of the

979 148

second terrace; thence North 34° 15' West to an iron bolt; thence turning a right angle and running nearly south and two (2) rods from the end of the barn as it existed on said lot on January 16, 1907 to an iron pin in the northeasterly line of land now or formerly of F. A. Wentworth; thence along said Wentworth's line to the northeast corner of land now or formerly of Emily H. Dunbar; thence along the line of said Dunbar's land to the County Road; thence by said Road to the point of beginning, with the buildings thereon.

Also granting a right of way for all purposes in common with others over the way as now travelled upon the westerly side of the above lot herein reserved.

Also excepting and reserving the lot conveyed by George W. Mason to Abbie L. Carter by deed dated December 21, 1893 and recorded in said Registry of Deeds in Book 281, Page 48, now or formerly occupied by George H. Snow as a homestead. For further reference to this excepted parcel, reference is hereby made to the deed given by Florence E. Carter et als to George H. Snow dated October 10, 1903 and recorded in said Registry of Deeds in Book 437, Page 367.

Being the same premises, except as noted, conveyed to Albert H. and William M. Shaw by two certain deeds, one from Estelle C. Mason et al dated January 16, 1907 and recorded in said Registry of Deeds in Book 437, Page 319, and the other from Estelle C. Mason, Guardian of Gertrude C. Mason, dated March 19, 1907 and recorded in said Registry of Deeds in Book 437, Page 317.

Excepting from the above described premises those parts thereof conveyed by Central Maine Power Company to State of Maine by deed dated May 29, 1964 and recorded in said Registry of Deeds in Book 960, Page 50, but hereby conveying the right to use, lower and control the waters of Toddy Pond or any of its tributaries as excepted and reserved by Central

Maine Power Company in said deed to said State of Maine recorded in said Registry of Deeds in Book 960, Page 50.

Also excepting from the above described premises any part thereof or right of way thereover as described in a certain Notice of Taking filed by the State Highway Commission in said Registry of Deeds in Book 634, Page 107.

6. A certain lot or parcel of land situated upon both sides of Gully Brook, so called, and the Canal or Stream as it ran on January 16, 1907 from a point near the mill formerly situated on the lot conveyed to Albert H. and William M. Shaw by Samuel P. Mason, by his deed dated January 15, 1907 and recorded in said Registry of Deeds in Book 437, Page 69, to Alamoosook Lake, and bounded and described as follows:

On the northerly side by the low water line of Alamoosook Lake; on the south by the northerly line of land now or formerly owned and occupied by Augustin Mason as a homestead and by land formerly of Albert H. and William M. Shaw conveyed to them by deed of Abbie M. Wardwell dated January 15, 1907 and recorded in said Registry of Deeds in Book 437, Page 68; on the east by a line commencing at a point now or formerly marked by an iron pin about one (1) foot west of a white birch tree standing nearest to and next east of the way leading from the County Road past the home now or formerly of Estelle C. Mason upon the west thereof to the Mill heretofore owned by Thomas E. Mason and running North 41° 10' West to low water line of Alamoosook Lake; and on the west by a line commencing at the northwest corner of the lot formerly of said Albert H. and William M. Shaw before mentioned, conveyed to them by Abbie M. Wardwell January 15, 1907, and running North 41° 10' West to low water line of said Alamoosook Lake.

Also hereby conveying the right to divert the waters of Toddy Pond, all rights in the dam and gates at the outlet of said pond, all rights of flowage about said pond, a right of way over the way leading from the County Road along the

979-150

westerly side of the house formerly of Estelle C. Mason to the mill formerly owned by Thomas F. Mason, and a right of way in common with others over the right of way leading from said mill to the County Road at a stone post near a maple tree next west of the house now or formerly of Abbie M. Wardwell, all of the foregoing rights under Paragraph 6 herein as more particularly set forth in a certain deed given by Thomas F. and Augustin Mason to Albert H. and William M. Shaw dated January 16, 1907 and recorded in said Registry of Deeds in Book 437, Page 322, together with all the rights and powers appurtenant or incidental thereto.

Subject to the right to cross the land hereby conveyed at some convenient points for the purpose of passing to the shore of Alamoosook Lake and to land now or formerly owned by Thomas F. and Augustin Mason and situated east of the land hereby conveyed, all as more particularly excepted and reserved in said deed recorded in said Registry of Deeds in Book 437, Page 322.

Being all of the same premises and rights conveyed by said Thomas F. and Augustin Mason to said Shaws by said deed recorded in said Registry of Deeds in Book 437, Page 322.

7. A certain lot or parcel of land bounded and described as follows:

A strip of land three (3) rods wide extending from Toddy Pond to Alamoosook Lake, the middle of said strip to be the thread of the stream flowing from said Toddy Pond to said Alamoosook, known as Toddy Pond Stream or Old Stream as the same originally flowed, subject to the right of Thomas F. and Augustin Mason, their heirs and assigns, to till and pasture said lands, but they shall erect no buildings or structures thereon.

Being the same premises conveyed by Thomas F. and Augustin Mason to Albert H. and William M. Shaw by deed dated January 16, 1907 and recorded in said Registry of Deeds in Book 437, Page 324.

8. The right to enter upon the Northeasterly side of the former homestead of Frank A. Wentworth and dig up said land and construct thereon a penstock, canal or flume for the purpose of conducting the water from Toddy Pond, and maintain said penstock, canal or flume forever and to go upon said premises along the line of said penstock, canal or flume at all times and do all things necessary or convenient in maintaining said penstock, canal or flume, and to construct an alternative way, all as more particularly set forth in a certain deed given by Frank A. Wentworth to Albert H. and William M. Shaw dated January 17, 1907 and recorded in said Registry of Deeds in Book 436, Page 443, but on the condition therein stated.

Being the same rights conveyed by said Frank A. Wentworth to said Shaws by said deed recorded in said Registry of Deeds in Book 436, Page 443.

9. Also hereby conveying all the rights the Grantor has to flow the shores of Toddy Pond by means of the dam at the foot of said Toddy Pond and to the effective height of said dam as now constructed, whether said right was acquired by deed or however otherwise acquired.

The above described premises and rights are part of the same premises and rights conveyed to the within Grantor by Penobscot Bay Electric Company by deed dated January 1, 1921 and recorded in said Registry of Deeds in Book 562, Page 6.

The above described premises are conveyed subject to certain flowage rights which were conveyed to the within Grantee by deed dated April 2, 1962 and recorded in said Registry of Deeds in Book 749, Page 107.

This conveyance is made subject to two certain cancelable licenses to take water from the penstock extending



979 152  
from the Toddy Pond dam to the power house, one of said licenses running to Harvey Snow, dated September 20, 1948, and the other running to Warren C. Dunbar, dated September 20, 1948 and subsequently assigned to Eugene J. Lally.

Excepting and reserving to the Grantor, its successors and assigns, the perpetual right and easement to repair, replace, operate and maintain its electric distribution lines, together with appurtenant equipment and facilities connected therewith, as the same are now located along and across the premises hereby conveyed; also the right to keep said premises free from any excavation and unoccupied by any buildings, structures, or other materials, and the right to cut, trim, spray and remove such trees, branches and underbrush, all as may, in the opinion of the Grantor, its successors and assigns, interfere with or endanger the operation and maintenance of said electric lines; together with the right to enter upon the premises hereby conveyed at any and all reasonable times for any and all of the foregoing purposes.

The Grantor hereby covenants and agrees that it will obtain the release of the above conveyed properties from the lien of its First and General Mortgage to Old Colony Trust Company, Trustee, dated as of June 1, 1921, and indentures supplemental thereto, on or before May 1, 1965.

TO HAVE AND TO HOLD the same together with all the privileges and appurtenances thereunto belonging to the said St. Regis Paper Company, its successors and assigns forever; and the said Central Maine Power Company does hereby covenant with the said Grantee, its successors and assigns, that it will warrant and forever defend

the said premises to the said Grantee, its successors and assigns, against the lawful claims and demands of all persons claiming by, through or under it.

IN WITNESS WHEREOF the said Central Maine Power Company has caused its corporate name to be signed and its corporate seal affixed by W. H. Dunham, its President, hereunto duly authorized, this 15th day of March, 1965.

Signed, Sealed and Delivered in presence of

CENTRAL MAINE POWER COMPANY

By

W. H. Dunham  
President

(Corporate Seal)

STATE OF MAINE  
County of Kennebec, ss.

March 15, 1965

Personally appeared the above-named W. H. Dunham, President of said Central Maine Power Company, who executed the foregoing instrument in behalf of said corporation, and acknowledged the same to be his free act and deed in his said capacity and the free act and deed of Central Maine Power Company.

Before me,

(Notarial Seal)

Notary Public



-10-

STATE OF MAINE HANCOCK COUNTY REGISTRY OF DEEDS  
Rec'd 7 Mar 16 1965 at 9 h. 01 m. A. M. and recorded in book 979 page 144  
by \_\_\_\_\_ Register.