

Vol. #  
5-2801  
77 11/4/66 Sect. 64  
Deed 63

BOOK 962 PAGE 653

11/11/66

### KNOW ALL MEN BY THESE PRESENTS

That I, LUCIA HALAJIAN (also known as Halagian) of Lewiston, County of Androscoggin, 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, the perpetual right and easement to erect, construct, maintain, repair, rebuild, respace, replace, operate, patrol and remove electric transmission, distribution and communication lines consisting of suitable and sufficient poles and towers with sufficient foundations together with wires strung upon and extending between the same for the transmission of electric energy and intelligence, together with all necessary fixtures, anchors, guys, crossarms, and other electrical equipment and appurtenances, over and across ~~my~~ land located in the ~~Town~~/City of Lewiston, County of Androscoggin, State of Maine. The location of said easement is more particularly bounded and described as follows:

Over, along and across a strip of land of varying width extending from land of the Grantee at the center of highway Route #100 (Main Street), so called as now traveled, on the northwest in a general southeasterly direction across land of the Grantor to other land of the Grantee.

Said strip of land is more particularly located and described as follows:

Beginning at the northwesterly corner of land of the Grantor as indicated by an iron pipe set in the ground in the southeasterly side line of said Route #100; thence extending in a general southeasterly direction along the dividing line between land of the Grantor and land of the Grantee a distance of 200 feet, more or less, to an iron pipe set in the ground; thence extending in a general southwesterly direction along the southeasterly side line of land of the Grantor a distance of 29 feet, more or less, to a copper pin set in the ground, said pin being 75 feet distant southwesterly measured at right angles from the center line of the Grantor's transmission line as now located across land of the Grantee and designated as Section #64; thence extending in a general northwesterly direction on a line parallel with and 75 feet distant southwesterly of the center of said transmission line a distance of 200 feet, more or less, to a copper pin set in the ground in said southeasterly side line of said Route #100; thence continuing on the same course to the center of said Route #100; thence extending in a general northeasterly direction along the center of said Route #100 a distance of 27 feet, more or less, to a point in a northwesterly projection of the first mentioned bound; thence extending in a general southeasterly direction along said projection to the point of beginning.

The above-described strip of land being that part of the Grantor's land which lies within 75 feet distant southwesterly measured at right angles from the center line of the Grantee's said transmission line.

The Grantee agrees that the above-mentioned strip of land will be maintained as a clearance area and that no buildings, fences, lines or structures of any kind will be erected or strung on, over or within the limits of the above-described easement location. Meaning and intending that provisions in this paragraph limit the purposes above set out, and that neither grantor nor grantee will place or erect anything on said land.

The above-described strip of land being a portion of the premises conveyed to Arman and Lucia Halajian as tenants in common by Llewellyn C. Clark and May D. Clark by deed dated April 28, 1941 and recorded in Androscoggin County Registry of Deeds in Book 518, Page 230. Arman Halajian died intestate on July 6, 1965 leaving as his sole heir at law the Grantor herein, the said Lucia Halajian. Androscoggin Probate Docket Number 34165.

This conveyance is made subject to the right of the public to travel over, along and across said Route #100 (Main Street) as the same is now laid out and legally established for public use and lies within the limits of the above-described strip of land.

*Section 64  
Parcel 1*

LAW OFFICES  
SKELTON, TAINTOR & ABBOTT  
485 MAIN STREET  
LEWISTON, MAINE  
04241

HAROLD H. SKELTON  
FREDERICK G. TAINTOR  
WILLIAM B. SKELTON, II  
HAROLD S. SKELTON  
CHARLES H. ABBOTT

May 17, 1966

Central Maine Power Company  
9 Green Street  
Augusta, Maine

Attn: Joseph P. Gorham, Esq.

Gentlemen:

We have examined the title to the premises situated on the southeasterly line of Main Street in Lewiston, identified by you as Section 64, Work Order 65-73-330010, standing in the name of Lucia Halagian (also known as Halajian) and find good and marketable title to said premises vested in said Lucia Halagian.

Our title examination began with a warranty deed from Llewellyn C. Clark and May D. Clark to Arman and Lucia Halajian dated April 28, 1941 and recorded in the Androscoggin County Registry of Deeds, Book 518, Page 238. This deed ran to the Halajians as tenants in common. The said Arman Halajian died intestate on July 6, 1965, Androscoggin Probate Docket No. 34165 leaving his widow, Lucia and no relative within the second degree so that complete title to locus is now vested in Lucia Halajian.

Very truly yours,

SKELTON, TAINTOR & ABBOTT

By *William B. Skelton, II*  
William B. Skelton, II

WBSII/J  
cc: G. G. Beverage  
Myron F. Curtis

BOOK 962 PAGE 654

Also conveying to the Grantee, its successors and assigns, the right and easement at any and all times to clear and keep clear said strip of all trees, timber, and bushes growing on said strip by such means as the Grantee, its successors and assigns, may select; provided, however, that the Grantor(s), her heirs and assigns, shall be entitled for a period of one (1) year from the date said strip is first cleared to any salvage of wood and timber cut by the Grantee, its successors and assigns.

Also conveying to the Grantee, its successors and assigns, the right and easement at any and all times to enter on adjacent land of the Grantor(s), her heirs and assigns, for the purpose of cutting or trimming and removing such tall tree or trees growing outside the limits of said strip as in felling would in the judgment of the Grantee, its successors and assigns, interfere with or endanger the operation and maintenance of any lines constructed along said strip.

The Grantor(s) for her self and her heirs, executors, administrators, successors and assigns, covenants and agrees to and with the Grantee, its successors and assigns, that they will not erect or maintain any building or other structure, or permit the erection or maintenance of any building or other structure, of any kind or nature upon the above described strip, and will not place, permit or allow any material of any kind or nature to accumulate on or be removed from said strip any or all of which, in the opinion of the Grantee, its successors and assigns, would endanger or interfere with the operation or maintenance of said line or lines constructed along and across said strip.

TO HAVE AND TO HOLD the aforegranted rights and easements, 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 said easement to the said 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.

IN WITNESS WHEREOF, I, the said Lucia Halajian, being a widow,

mark \_\_\_\_\_ of the said \_\_\_\_\_

Joining in this deed as Grantor, and relinquishing and conveying \_\_\_\_\_ rights by deed and all other \_\_\_\_\_  
rights in the above described easements, have hereunto set my hand(s) and seal(s) this 11th day of July, in the year of our Lord one thousand nine hundred and sixty-six.

Signed, Sealed and Delivered  
in presence of

*Lucia Halajian*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Lucia Halajian*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF MAINE ANDROSCOGGIN ss. July 11, 1966.

Personally appeared the above named Lucia Halajian  
and acknowledged the above instrument to be her free act and deed.

Before me,

*Lucia Halajian*  
Justice of the Peace



ANDROSCOGGIN, SS.  
RECEIVED AUG 12 1966 // H. W. A. M.  
and recorded from the original

Section #64 - Parcel # *17*

# WARRANTY DEED (EASEMENT)

C. M. P. Co. NOTARIAL
OPER. DEPT. OK AS TO SIGNATURE <i>WWS</i>
LEGAL DEPT. OK AS TO FORM <i>MY</i>
TITLES DEPT. NOTED & APPROVED <i>ML</i>
CLAIMS DEPT. NOTED & APPROVED <i>WWS</i>
AUDITOR NOTED <i>WWS 10/21/66</i>
RECORDS
M-FOR FILING <i>H</i>

From \_\_\_\_\_  
 LUCIA HALAJIAN  
 To \_\_\_\_\_  
 CENTRAL MAINE POWER COMPANY

Dated July 11, 19 66

STATE OF MAINE

Consideration: W.O. Check No. 65-73-53016-968-64-900

C. M. P. Co.
BOOK NO. 20
PAGE NO. 1
REC. NO. 21

ANDROSCOGGIN ss. Registry of Deeds

Received AUG 12 1966

at 11 H, 30 M, A M., and

recorded in Book 962 PAGE 653

Attest *Lillian A. Chaplain*  
Register

JRC

COMPARED

TRPO No.