

Mt. Agamenticus

405-629

95-8

300-2651 112

68578

BK 2651
Pg. 112
City Deed
D: 25 April
R: 13 May 18

KNOW ALL MEN BY THESE PRESENTS, that YORK CORNER HOLDING COMPANY, a corporation duly organized and existing under the laws of the State of Maine and located at York, in the County of York and State of Maine, in consideration of one dollar and other valuable consideration paid by THE TOWN OF YORK, a municipal corporation existing under the laws of the State of Maine, the receipt whereof it does hereby acknowledge, does hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY, unto the said TOWN OF YORK, its successors and assigns forever, the following certain lots or parcels of land together with the buildings thereon situated in the Town of York, County of York and State of Maine and described as follows, to wit:

First Parcel: A certain tract of land situated in said York on "Agamenticus Mountain" containing twenty-two (22) acres, more or less, and bounded and described as follows, viz: Beginning at a large beech tree at the Southeast corner adjoining lands of George Fitzgerald, Joseph Bracy and the heirs of Samuel Lewis, and running thence northeasterly by said heirs land to a red oak tree marked; thence northwesterly by land of Samuel Fitzgerald to a red oak tree marked on four sides; thence southeasterly by land of said Samuel Lewis heirs to an old poplar tree marked; thence northwesterly by the land of the Lewis heirs and Samuel W. Norton to a pine tree marked; thence southwesterly by land of Joseph Bracy and others to a pile of stones in ledge near a hemlock tree; thence southeasterly to the place begun at.

Second Parcel: A certain tract of wood land situated in said York on Agamenticus Mountain containing five (5) acres, more or less, and bounded as follows, viz: Northerly by land which Edward S. Marshall purchased of John F. Plaisted; easterly by land of George Fitzgerald; southerly by land of Samuel W. Norton; and westerly by land of George Bracy and the Shaw lot, so called.

Third Parcel: A certain tract of wood land situated in said York on Agamenticus Hill, containing four and one-half (4-1/2) acres, more or less, and bounded as follows, viz: Beginning at a hemlock tree marked on four sides at the northwest corner of land of Joseph Bracy and running thence southwesterly by land of said Joseph Bracy to a pile of stones; thence southeasterly by land of Paul Welch to a pile of stones; thence northeasterly by lands of Samuel W. Norton and Frank D. Marshall to a pile of stones; thence northwesterly by land of said Joseph Bracy to the place begun at.

Fourth Parcel: A certain tract of wood land situate in said York on the northwesterly side of "Agamenticus Hill",

SEWALL STRAYER
AND HANCOCK
COUNSELLORS AT LAW
100 YORK STREET
YORK, MAINE

containing twenty (20) acres, more or less, and bounded as follows: Northerly and northeasterly by lands of Charles C. Bracy and Samuel W. Norton; southeasterly and southerly by land of Frank D. Marshall; southwesterly and westerly by said land of Frank D. Marshall and land of Charles K. Plaisted and northwesterly by land of John Hooper.

Fifth Parcel: A certain tract or parcel of land lying in said York on Agamenticus Westerly Hill and bounded thus: Beginning at a white maple tree spotted on four sides, being the easterly corner bounds of a wood lot formerly owned by Wentworth and Grant, now of Alexander Thompson or owner unknown; running thence southwesterly by said Thompson's lot or owner unknown, fifty (50) rods to land of Frank D. Marshall; thence southeasterly by said Marshall's land twenty-two and one-half (22-1/2) rods; thence North forty-four degrees (44°) East by land which Edward S. Marshall purchased of John F. Plaisted forty-four (44) rods to land of the heirs of Samuel Lewis; thence northwesterly by said heirs land twenty-one (21) rods to the place begun at; containing seven (7) acres, more or less.

Sixth Parcel: A certain lot or parcel of land situated on the southeasterly side of Mt. Agamenticus and bounded and described as follows, to wit: Beginning at the southerly corner of the lot or parcel of land heroby conveyed, adjoining land of W. Frank Goodwin et als, and at land of Nelson Trafton; thence running northwesterly by a stone wall and said land of Trafton to an angle; thence running northeasterly by a stone wall and said land of Trafton to an angle; thence running northwesterly by said land of Trafton and land of the heirs of Albion Goodwin to a pile of rocks at the "Marshall lot", so-called, now owned by the present grantor; thence running northeasterly by said land of the grantor herein to a rock on a ledge of land of one Foristall; thence running southeasterly by said land of Foristall to an angle; thence running northeasterly by said stone wall and said land of Foristall to land of heirs of Norris E. Trafton; thence running southeasterly by said land of heirs of Trafton and part of the way by a stone wall to a beech tree marked four sides; thence running southwesterly by land of Linville or Mildred Ramsdell to an angle; thence running northwesterly by the remains of a stone wall and land of Carrie Norman, formerly of Samuel E. Lewis, to a wagon axle driven into the ground; thence running southwesterly by a stone wall and said land of Norman to an angle; thence running southeasterly by a stone wall and said land of Norman to an angle; thence running southwesterly by a stone wall and land of W. Frank Goodwin et als to the point of beginning; the whole being estimated to contain about fifty (50) acres.

Seventh Parcel: A certain lot or parcel of land situate as aforesaid and bounded as follows, to wit: Beginning at a hemlock tree marked, at the northoasterly corner of land now or formerly of the heirs of Abraham Shaw; thence running South fifty-one degrees East (S 51° E) to a red oak tree marked; thence running South sixty-two degrees East (S 62° E) making a total of one hundred six (106) rods on both courses to a bunch of red oaks marked by said land now or formerly of said heirs of Abraham Shaw; thence running North forty-one degrees East (N 41° E) fifty (50) rods to a white maple tree marked and being the corner of land now or formerly of the heirs of Joseph Hasty; thence running North fifty-eight

SEWELL STRATER
AND MANCOCK
COUNSELLORS-AT-LAW
809 YORK STREET
YORK, MAINE

degrees West (N 58° W) by said land of Mastly one hundred eighteen (118) rods to a stake; thence running South thirty degrees West (S 30° W) by land now or formerly of Albert Shorey and others, forty-six (46) rods to the place of beginning; the whole containing thirty-three (33) acres, more or less.

Eighth Parcel: A certain lot or parcel of land situated as aforesaid and bounded as follows, to wit: Beginning at the southeasterly corner of land formerly of George Welch at a maple tree marked; thence running southwesterly by land formerly of Samuel Woodbury Norton, forty-eight and one-half (48-1/2) rods to land formerly of Samuel Shaw to a red oak marked; thence running northwesterly by said Shaw's land twenty-eight (28) rods to a beech tree marked; thence running northeasterly about fifty (50) rods to another beech tree marked; thence running southeasterly nineteen (19) rods to the place of beginning; the whole containing seven (7) acres, more or less.

Ninth Parcel: A certain lot or parcel of land situated as aforesaid and bounded by lands now or formerly of Alexander Thompson; lands now or formerly of Barnard Knight; lands now or formerly of William D. Jewett, and other lands; the whole containing eight (8) acres, more or less.

Tenth Parcel: A certain lot or parcel of land situated as aforesaid and bounded as follows, to wit: Northerly by lands now or formerly of one Lewis; easterly by the seventh lot or parcel of land hereinabove described and conveyed; southerly by land now or formerly known as the Mastly lot; and westerly by the Jewett lot, now or formerly so called; the whole containing eleven (11) acres, more or less.

And further including in said Parcels 7 through 10 all right, title and interest which the grantor may have by virtue of a deed from Joseph A. Briley, Sr. to grantor's predecessor in and to any and all lands heretofore owned by Joseph A. Briley lying adjoining or adjacent to any or all of the aforesaid parcels numbered 7 through 10 and also any and all lands lying adjoining or adjacent to the northeasterly, northerly, northwesterly and westerly sides of the highest of the three peaks of Mount Agamenticus, variously known as the First Hill and the Western Hill, and now or hereafter owned by the grantor herein, or in any way occupied or used by said grantor in connection with its sports center development. And further including with all of the premises hereby conveyed all easements and rights of any kind or nature appurtenant thereto.

Some of the portions of said Parcels 7 through 10 may extend into the present limits of the Town of South Berwick and in such cases it is intended that title to the same shall pass by this present instrument as fully as if they were located in the Town of York.

Excepting and reserving, however, from this present conveyance such portions of said parcels 7 through 10, if any there be, which may be occupied by the existing highway leading from Mount Agamenticus in said York to Emery's Bridge, so called, in said South Berwick.

Reference is also made to a quit-claim deed of Joseph

SEWALL STRATER
AND HANCOCK
COUNSELLORS AT LAW
500 YORK STREET
YORK, MAINE

A. Briley, Sr. to this grantor dated April 16, 1980 and duly recorded in the York County Registry of Deeds.

Eleventh Parcel: A certain lot, tract, piece or parcel of land located on the northerly side of Agamenticus Mountain in the Town of York, County of York and State of Maine, which is more particularly described as follows: Beginning at a point at or near the summit of said Agamenticus Mountain in the dividing line between the property conveyed to Algonquin Corporation by the Mt. Agamenticus Development Co. by deed dated May 25, 1961, recorded in Book 1576, of Deeds of York County, Maine, at Page 123, and the property now owned by New Realty Development Corp. (formerly Trafton), and which beginning point is distant one hundred (100) feet southeasterly along said dividing line from the center of the Ski Trail known as the Wampum Trail; from said beginning point running thence on a line curving to the North and West and at all points equally distant one hundred (100) feet easterly from the center line of said Wampum Trail to a point which is also in the said dividing line between the property of Agamenticus Mountain Corp., Inc., and the New Realty Development Corp., and which point is one hundred (100) feet northeasterly along said dividing line from the center of said Wampum Trail. From said point running thence southeasterly and along the dividing line between land of the Agamenticus Mountain Corp., Inc. and land of the New Realty Development Corp. to the point of place of beginning.

It is the intention to include herein any part or section of the Wampum Trail which crosses over and into the property of the New Realty Development Corp. together with a strip of land one hundred (100) feet wide and parallel to and beyond or easterly of the center line of the said Wampum Trail.

Twelfth Parcel: A tract or parcel of land located on or at the base of the North slope of Mt. Agamenticus in the Town of York, County of York and State of Maine, which lot or parcel of land may be more nearly described as follows: Beginning at a blaze on a birch tree at the edge of an old tote road and which birch tree is approximately eight hundred (800) feet along the side or line of said old tote road from the point where the said old tote road intersects the South Berwick Road leading from the Agamenticus section of York to the Emory's Bridge section of South Berwick and which point of intersection of the said old tote road and the said South Berwick Road is approximately three hundred seventy-five (375) feet from the bridge over "No-Name Brook", so called, from said beginning point which is the blaze on the birch tree as aforesaid; running thence northerly and along said old tote road nine hundred twenty-five (925) feet, more or less, to a red oak tree at the side of said tote road; thence running South thirty-three degrees West (S 33° W) one thousand sixty (1060) feet to a rock pile; thence northwesterly eight hundred eighty (880) feet, more or less, to the point or place of beginning. Said tract being a triangular piece of land containing approximately eight (8) acres in area.

Granting also to the grantee, its successors and assigns, the benefit of any and all right, title or interest or easement of any kind that the grantor may have in, over, and to the use of the so-called Tote Road leading from the public road that runs from York to South Berwick and to the

SEWALL STRATER
AND MANCOCK
COUNSELLORS AT-LAW
200 STATE STREET
YORK, MAINE

BOOK 2651 PAGE 116

described premises together with the right to widen said road to a width twenty-two (22) feet surface, with two to one (2 to 1) slope only after said twenty-two (22) feet.

The premises herein conveyed being a part of the Hasty Lot, so-called.

Said premises are conveyed together with all easements and appurtenances benefiting said parcels, and together with all leaseholds held by the grantor. And said premises are conveyed subject to any easements and rights of way of record.

All of the foregoing parcels being the same premises conveyed to the grantor by American Agamenticus Resorts, Inc. by mortgage deed dated August 14, 1974 and recorded in the York County Registry of Deeds Book 2053, Page 246. Further being the same premises acquired by grantor from Algonquin Corporation, successor to said American Agamenticus Resorts, Inc. by virtue of foreclosure proceedings in the York County Superior Court, Docket No. CV-76/453, judgment thereon having been entered on March 22, 1977 and a foreclosure sale held on October 15, 1977 (wherein grantor was the successful bidder). See also quit-claim deed from said Algonquin Corporation to grantor, dated January 13, 1978 and recorded in the York County Registry of Deeds Book 2307, Page 96.

TO HAVE AND TO HOLD, the aforegranted and bargained praises with all the privileges and appurtenances thereof to the said Town of York, its successors and assigns, to them and their use and behoof forever.

AND the said Grantor Corporation does hereby COVENANT with the said Grantee, its successors and assigns, that it is lawfully seized in fee of the premises, that they are free of all encumbrances;

that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors 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, the said York Corner Holding Company has caused this instrument to be sealed with its corporate

SEWALL STRATER
AND HANCOCK
COUNSELLORS AT-LAW
899 YORK STREET
YORK, MAINE

BCV 2651 117

seal and signed in its corporate name by James ~~X~~ Jackson, Jrd.,
its President, thereunto duly authorized, this 25th day
of APRIL in the year one thousand nine hundred eighty.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

YORK CORNER HOLDING COMPANY

Frank Hancock BY James Jackson Jr.
President

STATE OF MAINE
York, ss.

April 25, 1980.

Then personally appeared the above named James ~~X~~ Jackson,
Jrd., President of said Grantor Corporation as aforesaid, and
acknowledged the foregoing instrument to be his free act and
deed in his said capacity, and the free act and deed of said
corporation.

Before me,

Frank Hancock
Justice of the Peace

York, ss.

Received MAY 13 1980 at 11 h. 15 m. A.M.
and recorded from the original

SEWALL STRATER
AND MANCOCK
COUNSELLORS AT LAW
200 YORK STREET
YORK, MAINE

Easement to 9576

BOOK 2651 PAGE 118

08579

THIS AGREEMENT, made as of the 12 day of May, A.D. 1980, by and between YORK WATER DISTRICT, a quasi-municipal corporation, organized and existing under the provisions of Chapter 8 of the Private and Special Laws of the State of Maine of the year 1929, and located in the Town of York, in the County of York and State of Maine, hereinafter referred to as "the District," as party of the first part, and the INHABITANTS OF THE TOWN OF YORK, MAINE, a municipal corporation organized and existing under the laws of the State of Maine, and located at York, in the County of York and State of Maine, hereinafter referred to as "the Town," as party of the second part

W I T N E S S E T H :

THAT, WHEREAS the District is the owner of a certain land situated in the Town of York, in the County of York and State of Maine, on the north-easterly side of the highway leading from Cape Neddick, in said Town of York, to Emery's Bridge, so-called, in the Town of South Berwick, in said County, and variously known as the George Welch lot, the Samuel W. Norton lot, the Mary A. D. Weare lot and the David Farwell lot, together with a private way leading from said highway across said premises to a point near the top of Agamenticus Mountain, so-called, in said York;

AND WHEREAS the Town is the owner of sundry lots or parcels of land situated on the top and the northwesterly, northerly and northeasterly sides of said Agamenticus Mountain, adjoining, in part, the said land of the District;

AND WHEREAS the Town is in the process of building upon its said lands a public park and recreational area for both summer and winter recreational purposes, and desires to acquire certain rights and easements relative to a right of way for ingress and egress by vehicle or otherwise, a right of way for the maintenance of a power line, so-called, and the use of a parking area, on, over and across said lands of the District for the use and benefit of the said Town, its agents and servants, its patrons or customers,

BK 2651
Pg. 118
Dated MAY 12/80
Rec'd MAY 13/80

prospective or otherwise, and any and all persons that may desire to use or patronize the facilities of such recreational area.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) paid by the Town, the receipt whereof is hereby acknowledged, and the mutual covenants and agreements herein contained, it is hereby mutually agreed by the parties hereto as follows:

The District does hereby grant and lease to the Town, for the term and upon the conditions hereinafter set forth, the following described rights and easements, to wit:-

1. An easement for the building, repairing and maintenance of a right of way for ingress and egress by vehicle or otherwise, over and across said lands of the District for the use and benefit of the said Town, its agents and servants, its patrons or customers, prospective or otherwise, and any and all persons that may desire to use or patronize the facilities of such recreational area.

The easement hereby granted and leased shall cover the road that was laid out and built by the U. S. Government during World War II, leading from the above described highway to the top of Agamenticus Mountain. The strip of land hereby made subject to the easement shall be three (3) rods (49½ ft.) in width, except that if any unusual problem of drainage or construction is presented, the width may be increased to four (4) rods (66 ft.).

2. A right of way for the erection, construction, maintenance, repair and/or replacement of a power line, so-called, consisting of poles, wires and such other appurtenances and equipment as are ordinarily used, or may hereafter be used, in the conduct and transmission of electric power, extending from said highway, in a northeasterly direction, to said lands of the Town at or near the top of said Agamenticus Mountain, said power line to commence at said highway, a short distance westerly of the southwesterly terminus of said right of way for vehicles; thence running approximately parallel to the westerly side of said right of way to a point near the former location

NOV 26 51 PM 120

of the sentry box or out post used by the U. S. Government during World War II; thence running easterly, across said right of way, to a point in a line of telephone wire, attached to trees, originally strung by the U. S. Government, and presently being used for communication with the forest service tower on said Agamenticus Mountain; thence following the approximate line of said telephone, in a northeasterly direction, in a straight line, to said land of the Town near the top of said Agamenticus Mountain. Said right of way for said power line to include the right to cut down and remove all trees within twenty (20) feet of either side of the line of poles so to be set for said power line, and the right to said Town and its successors in title, to enter upon said strip of land, twenty (20) feet in width on either side of said power line, for the purpose of erection, maintenance, repair and/or replacement of said power line, and the cutting and removing of trees as hereinbefore provided.

3. Also the right to said Town to use, for the purpose of making a parking area, a tract of land approximately two and one-half (2½) acres in area, situated immediately southeasterly of the private way so hereinbefore constructed by the U. S. Government, and wholly enclosed, except on the side adjoining said highway, by a stone wall, said premises being bounded southwesterly by said highway; northwesterly by said former Government right of way, and northeasterly and southeasterly by other lands of the District, together with the right to cut and remove such trees as said Town shall deem proper, and to level the ground of said parking area so far as may be reasonably necessary to fit it for use. Free access from the westerly side of said parking area to said former U. S. Government right of way shall be permitted at any and all times. All of the foregoing privileges and facilities hereby granted and leased to the Town shall be improved, maintained and repaired at the sole expense of the Town, and the said Town shall save the District harmless from any and all claims for loss or damage that may arise for any reason from the use of said right of way or road, power line and/or parking space.

and any or all of them, by the Town, its agents or servants, its patrons, invitees, permittees or any other person or persons whatsoever.

The said Town covenants and agrees that said easements and the road, power line and parking area built, maintained and repaired in accordance herewith, shall not be used or maintained in any way, or by any person, that will contaminate the waters of the great pond known as "Chase's Pond" or "Chase's Lake," from which the District takes its water supply for the Town of York, to the extent that it is dangerous to public health or in any way distasteful or obnoxious to the District or to the takers of the water from said pond.

In the event it is found that any dangerous or obnoxious condition or conditions exist as a result of the maintenance and use of the rights and privileges hereby granted and leased, the Town, upon notice to that effect, shall forthwith correct or remove such condition or conditions, and failing to do so, the District shall have the right to close the said road and parking space and to suspend the use and occupancy of said road and parking space under this easement agreement until such time as said condition is corrected or removed.

By virtue of the rights and privileges herein contained the Town shall have the right to restrict or restrain the use of said road and/or parking space or to limit its use to its agents or servants, its customers or patrons, prospective or otherwise, and for such purpose to bar or obstruct the said road and/or parking space, or to charge a fee for the use of either or both of them, provided, however, that nothing herein contained shall be construed as preventing, restricting, or in any way limiting the District or its agents and servants in the free use and passage on or over said road and parking space at all times for any reason.

In consideration of the rights and privileges hereby granted, the Town further agrees that any portion of the proposed recreational area which lies on the water shed of said "Chase's Pond" shall be so constructed and maintained

BOOK 2651 PAGE 122

so as to prevent any pollution of said pond or of any of the streams tributary thereto.

No commercial enterprise of any kind, other than parking, shall be carried on or conducted in the area hereinbefore provided to be used as a parking area.

4. The rights and privileges hereby granted and leased shall run and exist for a period of fifty (50) years from the date hereof, and shall be subject to renewal, provided that the terms and conditions herein are performed by the Town, provided, however, that if at any time during the term of this agreement, or any renewal thereof, the Town shall cease to own the land to which access is provided by this agreement, this agreement and the easements and rights herein provided shall all become null and void.

5. This agreement shall enure to the benefit of and be binding on the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be sealed with their several corporate seals and executed in the name of their respective Corporations by their duly authorized agents.

Signed, sealed and delivered
in the presence of

David C. McInerney Spt.

Paul King
TO ALL FIVE

YORK WATER DISTRICT
(Party of the first part)

By *R. S. [Signature]*
Its President thereunto duly authorized

~~_____

_____~~

INHABITANTS OF THE TOWN OF YORK, MAINE
(Party of the second part)

By *Paul King*
Arthur W. [Signature]
Robert D. [Signature]
Clarence E. [Signature]
Selectmen

Doc. 2651 No. 123

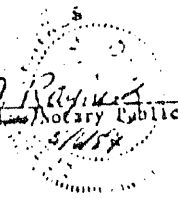
STATE OF MAINE ss.
COUNTY OF YORK ss.

May 12, 1960

Then personally appeared Philip D. d'Entremont, President of the Board of Trustees of the York Water District, and acknowledged the foregoing instrument to be his free act and deed, in his said capacity, and the free act and deed of said corporation.

Before me,

Barbara J. Rayner
~~Justice of the Peace/Attorney at Law~~ Notary Public



York, ss.

Received MAY 13 1960 at 11h.16m. A M
and recorded from the original