

10686

BOOK 1505 PAGE 409

Know All Men By These Presents

7-25-69

*Central Maine Power Co.
to register 12/18/69*

That we, WILFRED N. MANLEY and PATRICIA M. MANLEY, both of Windsor, in the County of Kennebec and State of Maine, and GARDINER SAVINGS INSTITUTION, a Maine banking corporation having its office and principal place of business at Gardiner, in said County of Kennebec and State of Maine, the said Gardiner Savings Institution joining in this conveyance for the limited purposes only as hereinafter 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 into the said Central Maine Power Company, its successors and assigns, forever, certain lot(s) or parcel(s) of land in the town of ~~(city)~~ Windsor, County of Kennebec, State of Maine, bounded and described as follows:

Being an irregular-shaped parcel of land located between the West Branch of the Sheepscot River and 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.

Said parcel of land is more particularly bounded and described as follows: On the northeast by land of the Grantee herein, formerly Arthur Marson; on the southeast by the northwesterly boundary line of said 200-foot strip of land of the Grantee; and on the southwest by land formerly of George B. Rawley, et al; and on the northwest by said Sheepscot River.

The above-described parcel of land being a part of the premises conveyed to the Grantors by Nathaniel L. Berry, et al, by deed dated February 4, 1964 and recorded in Kennebec County Registry of Deeds in Book 1329, Page 335.

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 parcel 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 parcel 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 parcel shall be in compliance with the provisions of the National Electrical Safety Code.

RALPH M. CLARK

ATTORNEY AT LAW
SAVINGS BANK BUILDING
GARDINER, MAINE 04345

September 5, 1969

Mr. William M. Pinn, Esq.
Central Maine Power Company
9 Green Street
Augusta, Maine

RE: Parcel 124 - Section 392 - Property
Owner Wilfred H. Manley - Work Order
0001-99-133700

Dear Mr. Pinn:

I commenced my title search with a Quit-Claim Deed from Andrew C. Halpen and Charles B. McKindsley to Lilla McKindsley dated May 15, 1915 and recorded in Kennebec County Registry of Deeds in Book 548, Page 37. On September 4, 1969, Wilfred H. Manley and Patricia M. Manley were record owners by virtue of a Warranty Deed from Nathaniel L. Berry and Beverly M. Berry dated February 4, 1964 and recorded in said Registry of Deeds in Book 1329, Page 335, subject to the following restrictions:

1. Any bankruptcy proceedings and any and all provisions of any ordinance, municipal regulation or private law.
2. Any condition which an examination of the premises might reveal.
3. Current taxes have not been paid.
4. I have not examined the Grantee index during the period of interest.
5. It is noted in the starting date, May 15, 1915, in Book 548, Page 37 that rights of ways to Wiscasset and Quebec Railroad Company are excepted. Later conveyances also indicate a right of way to W. W. and F. Railroad Co. and rights to Central Maine Power Co.
6. There is a conveyance from Leslie R. Tripp et ux to Central Maine Power Co. of a strip 190 feet wide dated March 2, 1949 and recorded in Book 873, Page 327.
7. There is an undischarged mortgage to Gardiner Savings Institution dated May 27, 1969 and recorded in Book 1494, Page 625.

Yours truly,
Ralph M. Clark
Ralph M. Clark

RMC/sh

TO HAVE AND TO HOLD the aforesaid 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 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 GARDINER SAVINGS INSTITUTION, owner of a certain mortgage dated May 27, 1969 and recorded in Kennebec County Registry of Deeds in Book 1494, Page 625, 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 parcel of land, and no more. The warranties herein set forth shall not be deemed to be those of said Gardiner Savings Institution.

IN WITNESS WHEREOF, we, the said Wilfred N. Manley and Patricia M. Manley, being husband and wife, have hereunto set their 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 J. Goodwin, its Assistant Treasurer, thereunto duly authorized, and /s/ 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 hereunto set their hands and seals this 25th day of September, in the year of our Lord one thousand nine hundred and sixty-nine.

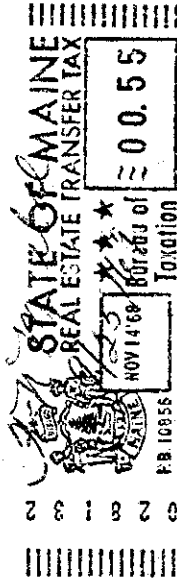
Signed, Sealed and Delivered in presence of

John C. Emery
to all

Wilfred N. Manley
Patricia M. Manley

GARDINER SAVINGS INSTITUTION

By: Richard J. Goodwin
its Assistant Treasurer



STATE OF MAINE KENNEBEC ss. September 25, 1969.

Personally appeared the above named Wilfred N. Manley and Patricia M. Manley and acknowledged the above instrument to be their free act and deed.

Before me,

John C. Emery
Justice of the Peace

KENNEBEC SS:
RECEIVED 9/30/69 JHE
AND RECORDED FROM ORIGINAL

