



BOOK 1511 PAGE 480

00110

## Know All Men By These Presents

Part in Conveyance to  
Mapes 12/15/69

That we, WILLIAM B. MOORE and BARBARA J. MOORE, both of Windsor, in the County of Kennebec and State of Maine, and NATIONAL BANK OF GARDINER, a Maine banking corporation having an office and place of business at Gardiner, said County of Kennebec and State of Maine, the said National Bank of Gardiner 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 unto the said Central Maine Power Company, its successors and assigns, forever, certain lot(s) or parcel(s) of land in the town of ~~Windsor~~ Windsor, County of Kennebec, State of Maine, bounded and described as follows:

Being a small, triangular-shaped parcel of land located at a southeasterly corner of land of the Grantors and being that part of the Grantors' land which lies within 85 feet distant on each side of the Grantee's survey base line and its projection at both ends as now staked across the parcel herein conveyed and land now or formerly of Ralph E. Doe for the purpose of establishing a center line for the proposed construction of the Grantee's 345 KV transmission line extending from Wisconsin to Orrington and designated as Section 392.

Said parcel is more particularly bounded and described as follows: Easterly by land of the Grantee herein at the center of the West Branch of the Sheepscot River; on the southwest by land now or formerly of said Doe; and on the northwest by a line parallel with and 85 feet distant northwesterly measured at right angles from the Grantee's said survey base line.

Said survey base line is more particularly located and described as follows: Beginning at a point in the dividing line between land of the said Doe and the parcel herein conveyed; thence extending N. 29° 34' E. to a point in the center of said River at said land of this Grantee.

The above-described parcel of land being a part of the premises conveyed to the Grantors by John Doherty and Phyllis Doherty by deed dated September 8, 1967 and recorded in Kennebec County Registry of Deeds in Book 1451, Page 773.

There is reserved to the Grantors, their heirs and assigns, the right to use, at their sole risk and expense, the premises herein 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 04945

December 23, 1969

William M. Pinn, Esq.  
Central Maine Power Company  
9 Green Street  
Augusta, Maine 04330

RE: Parcel #123 - Section 392 - Property  
Owners William and Barbara Moore -  
Work Order 69-232-330010

Dear Mr. Pinn:

I commenced my title search with a Warranty Deed from James W. Sproul to F. T. Sproul dated October 28, 1918 and recorded in Kennebec County Registry of Deeds in Book 567, Page 564. On December 22, 1969, William B. Moore and Barbara J. Moore were record owners by virtue of a Warranty Deed from John and Phyllis Doherty dated September 8, 1967 and recorded in said Registry of Deeds in Book 1451, Page 775, 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 checked.
4. I have not examined the grantee index during the period of interest.
5. There is an easement to Central Maine Power Co., dated August 29, 1927 and recorded in Book 649, Page 441, question as to locus?
6. There is an incomplete Bond for a Deed from Fred T. Sproul to Randolph R. Morgan dated May 1, 1940 and recorded in Book 763, Page 535. In my opinion it will not be necessary to obtain a Quit-claim from the defaulting party because it was given more than 25 years ago.
7. There is a conveyance from George Hutchings et ux to C.M.F. Co. dated February 7, 1958 and recorded in Book 1107, Page 49, question as to locus?

William M. Finn, Esq.

-2-

December 23, 1969

8. There is an undischarged mortgage from William Moore et ux to The National Bank of Gardiner dated September 8, 1967 and recorded in said Registry of Deeds in Book 1451, Page 776.

Yours truly,

*R. M. Clark*

Ralph M. Clark

RMC/sh

cc Myron Curtis  
G. G. Beverage

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 afore-said; 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 National Bank of Gardiner, owner of a certain mortgage dated September 8, 1967 and recorded in Kennebec County Registry of Deeds in Book 1451, Page 776, 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 National Bank of Gardiner.

IN WITNESS WHEREOF, we, the said William B. Moore and Barbara J. Moore, being husband and wife, have hereunto set their hands and seals, and the National Bank of Gardiner has caused its corporate name to be signed and its corporate seal affixed hereto by Robert S. Nield, its Assistant Cashier, thereunto duly authorized, and - of 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 hand(s) and seal(s) this 2nd day of January, in the year of our Lord one thousand nine hundred and seventy.

Signed, Sealed and Delivered in presence of

*Leon C. Emery*  
to both of



*William B. Moore*  
*Barbara J. Moore*

NATIONAL BANK OF GARDINER

By: *Robert S. Nield*  
Its Assistant Cashier

*Leon C. Emery*



STATE OF MAINE      KENNEBEC      ss.      January 2      1970.

Personally appeared the above named William B. Moore and Barbara J. Moore and acknowledged the above instrument to be their free act and deed.

Before me,

RECORDED 99  
RECEIVED 1/7/70 - 9 H. - M. H. B.  
AND RECORDED FROM ORIGINAL  
*Leon C. Emery*  
Justice of the Peace

Section #392  
Parcel #123

# WARRANTY DEED

From

WILLIAM B. MOORE, ET AL

To

CENTRAL MAINE POWER COMPANY

Dated January 2, 1970

STATE OF MAINE

Kennebec ss. Registry of Deeds

Received January 7, 1970

at 9 H., M., A. M., and

recorded in Book 1511 Page 480

Attest: Edna Wells Jan Street  
Register.

*Edg.*

Consideration - \$25.00  
W.O. 69-232-330010  
Check # 76276  
R/N # 3382

FILE ROOM JAN 30 1970

C. E. P. O. NOTATIONS	
OFFER DEPT. OF REVENUE	
SUBSTANCE	
THESE DEPT. OF REVENUE	
APPROVED	
REGISTERED	
APPROVED	
REGISTERED	
APPROVED	
REGISTERED	
APPROVED	
REGISTERED	

12-9767 MC  
CASH 2/17/70  
12-9767 MC