

01945

Section 392
Parcel 3

(101)

Know all Men by these Presents.

That we, FRANK B. COLBY, of Somers, in the County of Tolland and State of Connecticut, WILLIAM R. COLBY, of Tucson, County of Pima and State of Arizona, and SHIRLEY R. HELMS, of Springfield, in the County of Hampden and Commonwealth of Massachusetts,

in consideration of One Dollar and other valuable consideration

paid by CENTRAL MAINE POWER COMPANY, a Maine corporation having its office and principal place of business at Augusta, in the County of Kennebec and said State of Maine,

the receipt whereof we do hereby acknowledge, do hereby remise, release, bargain, sell and convey and forever quit-claim unto the said

Central Maine Power Company, its successors

heirs and assigns forever.

all our right, title and interest in and to a certain lot or parcel of land located in Woolwich, in the County of Sagadahoc and State of Maine, and being that part of the Grantors' land that lies within 185 feet distant northwesterly and 85 feet distant southeasterly of the Grantee's survey base line and its projection at both ends as now staked across the parcel herein conveyed for the purpose of establishing a center line for the proposed construction of the Grantee's 345 KV transmission line presently designated as Section #392, Wiscasset to Orrington.

Said survey base line is more particularly located and described as follows:

Beginning at a point in the dividing line between the parcel herein conveyed and land formerly of David E. Grover, et al, said point being approximately 1,250 feet distant southeasterly, measured along said dividing line from the center of the Mountain Road, so called, as now traveled; thence extending N. 44° 30' E. a distance of 600 feet, more or less, to land now or formerly of Edgar J. Holms, et al.

The above-named bearing is observed magnetic.

Excepting from said parcel of land a strip of land 325 feet in width owned by the Grantee herein and presently maintained as a right of way for its transmission lines designated as Sections 77, 69 and 81, as the same lies within the limits of said parcel described herein.

The above-described parcel of land being a part of the premises conveyed to Marguerite R. Colby by Edward A. Bond, et al, by deed dated January 16, 1943 and recorded in Sagadahoc County Registry of Deeds in Book 234, Page 350. The Grantors herein being the sole surviving heirs of said Marguerite R. Colby.

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

To have and to hold, the same, together with all the privileges and appurtenances thereunto belonging, to it, the said Central Maine Power Company, its successors

heirs and assigns forever.

And ^{we} pursuant with the said grantee, its successors heirs and assigns, that we will warrant and forever defend the premises to it the said grantee, its successors heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under us.

In Witness Whereof, the said Frank B. Colby, William R. Colby and Shirley R. Helms,

Norma L. Colby wife of the said Frank B. Colby, and Dottie Lou Colby, wife of the said William R. Colby, and Edgar J. Helms, husband of the said Shirley R. Helms,

joining in this deed as Grantors, and relinquishing and conveying our right by descent and all other rights in the above described premises, have hereunto set hand and seal this 3rd day of January in the year of our Lord one thousand nine hundred and Seventy

Signed, Sealed and Delivered in presence of

Worthy J. Smith
Lenny P. Waterman
Madge P. Wright
Shirley R. Helms
Norma L. Colby
Dottie Lou Colby

State of Massachusetts
County of Essex

January 3, 1970

Personally appeared the above named Frank B. Colby and Shirley R. Helms

SAGADAHOC SS
RECEIVED JAN 10 1970 4 H. - M. P. M.
and recorded from the original

and acknowledged the above instrument to be his free act and deed.

Before me,
V. 368 PAGE 1137
My commission expires August 11, 1972

Worthy J. Smith
Justice of the Peace
Notary Public