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PROBATE #
10463
FCPC

STATE OF MAINE Franklin, ss. March 20, 1956
Then personally appeared the above named James M. Ordway and acknowledged the above instrument to be his free act and deed in his said capacity.

Before me, Calvin B. Sewall
Justice of the Peace.

Franklin, ss. Recorded according to the original received March 21, 1956 at 1h.00m P.M.

KNOW ALL MEN BY THESE PRESENTS

That I, Olin R. Rowe of Rangeley, Maine, in my capacity as Treasurer of the (Town) of Rangeley, Maine, do hereby acknowledge that I have in my said capacity received full payment and satisfaction of the mortgage created, in accordance with the provisions of Chapter 81, Sections 97 and 98, of the Revised Statutes of Maine for 1944, as amended, by the filing of a lien certificate on July 18, A.D. 1955 in the Registry of Deeds for the County of Franklin (certificate recorded in said registry in Book 337, at Page 179) and of the debt thereby secured, and in consideration thereof, I do, in my said capacity, hereby cancel and discharge said mortgage, and release unto Bella Wilbur of Rangeley, Maine. heirs and assigns forever the premises therein described.

Land bounded on the North by Alma Dupham East by L. D. Haley & Furbish Co. South by same West by Allen Street Book 332. page 144 Buildings-Dwelling & Shop. The same recorded in Franklin County

IN WITNESS WHEREOF, I, the said Olin R. Rowe in my said capacity of Treasurer, have hereunto set my hand and seal this Twenty-second day of March A.D. 1956.

Olin R. Rowe Treasurer.
(Town) of Rangeley, Maine.

State of Maine. Franklin, ss. March 23, 1956

Then personally appeared the above named Olin R. Rowe and acknowledged the above instrument to be his free act and deed in his said capacity.

Before me, Arbeth P. Hodgkins-
Notary Public (N.P. Seal)

My Commission Expires Feb. 21, 1963
Franklin, ss. Recorded according to the original received March 26, 1956 at 8h.30m A.M.

KNOW ALL MEN BY THESE PRESENTS,

that WHEREAS, the late Harry A. Furbish, who lived the greater part of his life and died as a citizen of Rangeley, by his Last Will and Testament made conditional provision for the establishment of a park area in said Town by instructions to the Trustees designated in said Will in the following terms:

"TWELFTH: I give, devise and bequeath to said GEORGE P. GOODSPED, HAROLD B. McCARD and WILLIAM S. LINNELL, to them and their successors in the Trust hereby created, all the rest, residue and remainder of my property of which I shall die seized and possessed, and in which I may have any interest at the time of my decease, wherever situated, and whenever and however acquired by me, IN TRUST HOWEVER, for the following uses and purposes:

"A. As soon as conveniently may be after said Trust property comes into the possession of my said Trustees, I direct them to convey all that lot of land situated in said Rangeley and located on the opposite side of the street from my home place, except that which I have improved as a flower garden and which is hereinbefore devised to my wife, Elizabeth M. Furbish,

by the First Item of this will, together with and including as a part of said property the lot of land on Lake Street bordering on Rangeley Street, known as the Rhett Property which has recently been purchased and improved by me, to the INHABITANTS OF THE TOWN OF RANGELEY if the Inhabitants of the town of Rangeley shall legally vote to accept all of the same, dedicate all of it as a public park and undertake to observe such restrictions as my said Trustees shall deem proper for its use, and shall undertake to appropriate at least seven hundred and fifty dollars (\$750.00) annually for the maintenance of said property, such deed as my said Trustees shall, under such circumstances, give to said Town of Rangeley, shall be in such form and with such restrictions as they may determine and shall be conditioned upon the appropriation and expenditure of seven hundred and fifty dollars (\$750.00) per year for the maintenance of said property as a public park.

"If the said Town of Rangeley shall fail to accept said deed and comply with said conditions, within the period of six months after said Trustees have signified to the Town Clerk of said Town that they are ready to convey, defining in such notice the terms and conditions herein contained and as the same may be added to or supplemented in their discretion as hereinbefore set forth, then the property described in this Paragraph A shall become, be and remain a part of the general trust property in the care of my said Trustees to be dealt with as they are hereinafter directed to deal with all the property bequeathed and devised to them for the trust purposes hereinafter named."

and, WHEREAS, by a further provision of his Will the said Will-George F. Goodspeed, Harold B. McGard and William S. Linnell were by him appointed as Trustees. By a subsequent codicil to his Will Almon B. Sargent was substituted for said George F. Goodspeed as Trustee, and WHEREAS, in addition to the foregoing conditions and pursuant to the authority conferred upon said Trustees by the terms of said Will this conveyance and any conveyance pursuant thereto shall be upon the following conditions, to wit:

1. The property shall be improved and maintained as a free public park for the general use and enjoyment of persons of all ages temporarily or permanently residing at or visiting at Rangeley, shall be suitably landscaped with due regard to the uses and purposes to which it is devoted and to the beautification thereof, provided, however, that no trees or shrubbery thereon shall be permitted to grow or be so located or of such height as to interfere with the clear view of Rangeley Lake across said land from the houses on the opposite side of Main Street.
 2. No baseball or football playing shall be permitted on any part thereof, but in so far as any portion of the property is developed for recreational purposes such development shall be primarily intended for the use of young children, and the game areas thereon shall be constructed with the intention that no sport shall be engaged in on the premises which would interfere with children's recreation or be a source of danger to them.
 3. That part of the shore land on said property bordering on Rangeley Lake suitable for the purposes shall be set aside for the creation of a safe bathing place for young children, and no public boat landings or other permissive boat landings shall be permitted along said shore.
- In conjunction with the facilities for the enjoyment of the shore of said Lake appropriate area shall be set aside on which picnics may be held and fireplaces, tables, benches and shelters provided for the purpose.

4. No buildings shall be erected on said property except such as may be necessary as comfort stations, which, if erected, shall be with the advice of a reputable landscape architect, of a type and height and so located as not to drain into said lake or detract from the beauty of the park or interfere with the clear view of said lake from the houses on the opposite side of Main Street. Such building or buildings may contain space to be occupied under concession by persons selling light refreshments. No alcoholic beverages of any sort shall be permitted to be sold or dispensed on the premises, and said area and the activities thereon given such reasonable police protection as shall be calculated to enforce this condition and to prohibit drinking of alcoholic beverages thereon or the presence thereon of persons under the influence of intoxicating liquor or any public disturbance. No other structures shall be erected upon the property except such as are usual in outdoor playgrounds as facilities for enjoying the games and such as are in the nature of gymnastic equipment, and all such shall be of a type and so located as not to mar the beauty of the property or interfere with the clear vision of said lake from houses on the opposite side of Main Street.

5. No games whatsoever or any other recreational activity susceptible of becoming noisy or boisterous and which might readily interfere with nearby religious services shall be permitted on Sunday mornings, nor shall any games in the nature of tournaments or matches calculated to attract crowds of spectators be permitted on Sunday, said area being intended to be devoted to informal and not organized recreation. No playground or sports activity shall be permitted after 9 P. M. on any day.

6. Suitable space shall be provided for the parking of vehicles and such parking shall be restricted to such specified area in order that traffic on adjoining streets shall not be obstructed and that said park area intended for the rest and recreation of the users thereof shall not be infringed upon.

7. With due regard to the primary purposes of said proposed park, restricted as hereinbefore set forth, said park may be developed otherwise appropriately for the holding of exercises and entertainments for civic and charitable purposes, but no part thereof shall be utilized for commercial or private profit purposes, not including, however, in said commercial and profit purposes such enterprises as church fairs, garden club or other civic organization entertainments or meetings provided no private profit is derived therefrom.

8. At some appropriate place upon said property designated by Trustees a suitable tablet approved by the Trustees shall be placed indicating this park area to have been given to the Town of Rangeley by Harry A. Furbish.

9. Said park property shall be administered, improved, developed and maintained by the use of the annual appropriation by the Town in at least the minimum amount hereinbefore specified, by a park commission to be composed of 3 park commissioners chosen by ballot at the Annual Town Meeting, to hold office 1, 2 and 3 years respectively, and after the first year a commissioner similarly chosen annually for 3 years in place of the one whose term expires as provided for and with all the powers conferred upon such commissioners by Section 2 of Chapter 84 of the Revised Statutes for Maine for the year 1944 as the same may be from time to time amended. Said commissioners shall formulate and publish appropriately such rules and regulations for the use of said park area or sections thereof as shall be consistent with the foregoing conditions.

NOW, THEREFORE, we, HAROLD B. McCARD, WILLIAM S. LINNELL and ALMON B. SARGENT, Trustees under the Last Will and Testament of said Harry A. Furbish and the Codicil thereto by virtue of the authority given us, and, in consideration of one dollar and other valuable consideration to us in hand paid by the INHABITANTS OF THE TOWN OF RANGELEY, County of Franklin and State of Maine, the receipt whereof is hereby acknowledged, do hereby sell and convey unto the said Inhabitants of the Town of Rangeley, its successors and assigns, the following described real estate which was the property of the said Harry A. Furbish situated in said Rangeley and bounded and described as follows:

A certain lot or parcel of land situated in the Town of Rangeley, County of Franklin and State of Maine, bounded and described as follows: Beginning at a point on the westerly side of Main Street in said town at the northerly corner of land now or formerly of one Albee; thence in a southwesterly direction and by line of said Albee land forty-four (44) feet, more or less, to a point determined by certain deed from Violetta Albee to Harry A. Furbish dated June 4, 1930, and recorded in the Franklin County Registry of Deeds in Book 237, Page 492; thence continuing in the same direction and by line of said Albee land a distance of one hundred (100) feet, more or less, to an angle; thence southeasterly by line of said Albee land to line of land conveyed to Harry A. Furbish by deed of Emma P. McCARD dated June 23, 1927 and recorded in the said Registry of Deeds in Book 233, Page 101p thence continuing southeasterly on the line between other land formerly of said McCARD and said land conveyed by said McCARD to said Furbish one hundred twenty-four (124) feet, more or less, to line of land now or formerly of one Hoar; thence turning to the right and on a southwesterly course by line of said Hoar land ninety-five (95) feet more or less to a post at an angle; thence southeasterly by line of said Hoar land a distance of thirty-two (32) feet, more or less, to a post and line of land now or formerly of one Ellis; thence southwesterly by line of land of said Ellis and line of land now or formerly of one Tracy a distance of one hundred seventy (170) feet, more or less, to the northerly corner of land occupied by the Catholic Church and line of land now or formerly of one Fuller; thence northwesterly by line of said Fuller land one hundred sixty-one (161) feet more or less to a corner of said Fuller land; thence turning to the left on a southwesterly course and by line of said Fuller land one hundred seventy-four (174) feet, more or less, to a corner of said Fuller land; thence turning to the left on a southeasterly course by line of said Fuller land to the most northerly corner of land formerly of one Etha B. Rhett conveyed to Harry A. Furbish by deed of J. Lewis York dated August 15, 1939 and recorded in said Registry of Deeds in Book 272, Page 131; thence continuing on the same course to Lake Street, so-called; thence turning to the right and running by said Lake Street to Rangeley Lake; thence generally northwesterly and northerly by Rangeley Lake to line of land now or formerly of one Barrett; thence nearly easterly by line of said Barrett land one hundred forty-nine (149) feet, more or less, to an angle in said Barrett line; thence northeasterly by line of said Barrett land nineteen (19) feet, more or less, to a stake and line of land devised in remainder to Harold B. McCARD by Article First of the will of said Harry A. Furbish; thence southeasterly by line

of said land devised to McCard, now owned by one Kelley, and by line of land formerly of one Kempton and now or formerly of one Eastwood a distance of two hundred twenty-two (222) feet, more or less, to the line of land conveyed by Haley Garage Company to Harry A. Furbish by deed dated May 16, 1928 and recorded in said Registry of Deeds in Book 235, Page 259; thence northeasterly by a line between said Kempton lot and said Haley Garage Company lot a distance shown in said deed as nine (9) rods five (5) feet two (2) inches to Main Street; thence by said Main Street southeasterly to line of land formerly of said Violetta Albee and the point of beginning. Together with all our right, title and interest in and to a strip of land known variously as Fuller Street, Rangeley Street, or however said street may be designated. The purpose of this deed is to delineate/more accurately the boundaries of the Park property which was intended to be conveyed by said Trustees to said Town of Rangeley by deed dated February 18, 1949, which deed erroneously included the "Kempton lot", so-called, and in which deed recent surveys have shown certain distances to have been inaccurately described.

TO HAVE AND TO HOLD the same, with all the privileges thereunto belonging unto it, the inhabitants of the Town of Rangeley, its Successors and Assigns, so long as said Grantee, its successors and assigns, shall comply with the conditions of paragraph Twelfth of the Will of said Harry A. Furbish and the conditions prescribed by the Trustees under said Will, all of which are above set forth, and no longer.

IN WITNESS WHEREOF, we the said Trustees, have hereunto set our hands and seals in our said capacity, this fourteenth day of March A.D. 1956.

Signed, Sealed and Delivered
in presence of

Casper F. Cowan
Mary C. Haley
E. A. Williamson

William S. Linnell (seal)
Harold B. McCard (seal)
Almon B. Sargent (seal)

Trustees under the Will of Harry A. Furbish

STATE OF MAINE Cumberland, ss.

March 14, 1956

Personally appeared William S. Linnell, one of the Trustees under the Will of Harry A. Furbish as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me, Caspar F. Cowan

Notary Public (N.F. Seal)

Franklin, ss. Recorded according to the original received March 26, 1956 at 8h.30m A.M.

~~and acknowledged the foregoing instrument to be his free act and deed in his said capacity.~~

KNOW ALL MEN BY THESE PRESENTS,

That I, FRED E. NASON, of the City of Boston, County of Suffolk, Commonwealth of Massachusetts, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, ^{to me} paid/by

JONATHAN O. BULKLEY, of the Town of Southport, County of Fairfield, State of Connecticut, receipt of which is hereby acknowledged, do hereby assign, transfer and convey all of my interest in and to an Indenture of Lease dated October 23, 1926, recorded in the Office of the Registry of Deeds of Franklin County, State of Maine, on December 11, 1926, in Book 234, page 326, which said Lease was