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BOOK 815

Signed, Sealed and Delivered

in presence of

Arlene Johnson B D Gorden B D Gorden Arlene Johnson Arlene Johnson Harward B. Dow Ber ward B. Dow. M. Lizzie Williams
Lee Williams
Erla R. Williams
Ruby W. Doughty
Maurice D. Doughty
Anson R. Williams
Margaret L. Williams

State of Maine, ss.

Bar Harbor, Me, Dec. 11, 1944.

Personally appeared the above named Anson R. Williams and acknowledged the foregoing instrument to be his free act and deed.

Before me,

R C Masterman

Notarial Seal

Notary Public

Kennebec, ss. Received December 21, 1944 at 1H.05L.P.M.

KNOW ALL MEN BY THESE PRESENTS

That I, George G. Averill, of Waterville in the County of Kennebec, and State of Maine, in consideration of one dollar and other valuable considerations (being such that no revenue stamp is required), paid by Franklin W. Johnson of Waterville, Lewis J. Rosenthal of Waterville, William H. Hinman of Skowhegan, William G. Springer of Pittsfield, Henry L. Hall of Madison, George G. Averill of Waterville, and J. R. Cianchette of Pittsfield, as Trustees, the receipt whereof I do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said Franklin W. Johnson of Waterville, Lewis J. Rosenthal of Waterville, William H. Hinman of Skowhegan, William G. Springer of Pittsfield, Henry L. Hall of Madison, George G. Averill of Waterville, and J. R. Cianchette of Pittsfield, as Trustees, their successor and assigns, the following described premises, being a portion of the same premises conveyed by the Receiver of the Augusta Trust Company to George G. Averill by deed dated August 21, 1944 and recorded in Kennebec County Registry of Deeds Book 813, Page 51.

A certain lot or parcel of land situated in <u>Belgrade</u> on the northeast shore of Great Pond and bounded and described as follows, viz:

Lying on the northeasterly shore of Great Pond at a place called Snake Point. Northerly and westerly by the Great Pond; Southerly by lands owned or occupied formerly by Elijah Stevens, Easterly by lands formerly owned by Manley Penney, Noah Lyford, Charles Bickford et al. Said lot includes the Jacob M. Furbush homestead farm, so-called, bog lands and all.

Excepting and reserving from said land and farm the lots and rights of way previously sold.

TO HAVE AND TO HOLD the above granted and bargained premises with all the privileges and appurtenances thereof to the said Franklin W. Johnson of

8. Luck Co. Halunitice, Dec. 27.1944

Waterville, Lewis J. Rosenthal of Waterville, William H. Hinman of Skowhegan, William G. Springer of Pittsfield, Henry L. Hall of Madison, George G. Averill of Waterville, and J. R. Cianchette of Pittsfield, as Trustees, their successors and assigns forever in trust, nevertheless under the following terms, conditions, and provisions, to wit:

FIRST: Said property is to be held by said Trustees for the use and benefit of members of the Boy Scouts of America, said premises to be at all times available for camping purposes to the troops and members of the Boy Scouts of America, and especially for the troops and members of the Boy Scouts of America in the central part of the State of Maine.

SECOMD: Subject to the provisions of this deed, the actual operation of any camp erected on said premises or the power to grant permission to enter upon said property for the purpose of camping or otherwise, or the management and control of the above granted premises may be delegated by said trustees under this instrument to such committees composed of competent and capable men of good standing, if possible men already actively interested in or connected with the Scout movement as volunteers, as the Trustees may appoint; such committees or individuals shall, however, be at all times answerable to the Trustees and shall serve in their said capacities at the pleasure of the said Trustees and may be relieved of their duties at the sole discretion of the majority of the Board of Trustees regardless of the reason for their decision, and the said Trustees shall not be required to give any reason for such action. THIRD: Said Trustees, in addition to holding the title of said property will have the general superintendence and oversight of the same, and are empowered to receive and hold money, chattels, and all other property for the benefit of the above granted premises and for any camp or other establishment under the auspices of the Boy Scouts of America or any subsidiary thereof that may be located on said property or for any other activities connected with said premises which benefit the Boy Scouts of America or any subsidiary thereof. FOURTH: Said Trustees may hold, invest, and reinvest such monies or securities as they may receive in such a manner as they deem prudent and may for this purpose receive the advice of an Investment Committee. The Trustees shall be empowered to receive and acquire by gift, purchase or otherwise all such additional real property to be used for the same purposes and under the same restrictions and conditions as are herein set forth and may sell, bargain and transfer by a good and sufficient lease, mortgage, or deed any and all real and personal property held by it, provided, however, that written consent to do so is first given by the duly established Council of the Boy Scouts of America, under whose jurisdiction said premises are situated, or if no such Council exists, then from the National Office of the Boy Scouts of America, a corporation created by Act of Congress, June 15, 1916; and provided further

that the consideration derived by the Trustees from such a transaction shall be used for the purposes and under the conditions set forth in this Trust Indenture.

In the event of the sale, lease, or mortgage of any property by said Trustees, the same shall be sold, leased, or mortgaged, free of each and all of the conditions set forth herein, and the purchaser, lessee, or mortgagee shall hold said title free and clear of each and all of the provisions and conditions set forth in this Deed and shall mot be required to see to the application of the purchase, lease or mortgage money.

FIFTH: Said Trustees in permitting the use of said premises to any individual or groups of individuals connected with the Boy Scouts of America may, if they deem it wise, charge or permit the charging of reasonable fees for attendance at any camp organized on said premises or for the use of the premises, to cover necessary expenses, upkeep, maintenance, salaries and improvements, provided that such fees and charges shall in no case be assessed for profit. This provision shall not, however, be construed as prohibiting the payment of ressonable salaries to officials and employees connected with any organization connected with the said promises for services performed on to be performed. The Trustees may delegate the making of such charges for attendance and the receipt of monies as a result thereof, together with the payment of current expenses connected with the running of any camp established on said premises to any individual or groups of individuals as it may see fit, provided, however, that a full and accurate report of all receipts and disbursements will be presented to the Trustees inwriting at least annually; and the Trustees shall forthwith send a copy thereof to the Executive Board of the Council of the Boy Scouts of America having jurisdiction over the area in which said premises are situated.

SIXTH: In the event of the death, resignation, or inability to act, of any Trustee herein appointed, then the Executive Board of the Council of the Boy Scouts of America having jurisdiction as aforesaid shall appoint a successor from the vicinity in which the former Trustee resided. The said Board of Trustees by a majority vote and with the written consent of the said Executive Board of the Council of the Boy Scouts of America may increase the number of Trustees at any time and, in the event of such action, the said Executive Board shall appoint such additional Trustees from any area within the State of Maine as may be designated by the Board of Trustees.

SEVENTE: Should Trustees fail to be appointed or the Trust fail for any reason, then and in such an event title to the said property herein conveyed and all other property real, personal, or mixed, which has been received by said Trustees under the terms of this Trust shall vest in the duly incorporated Council of the Boy Scouts of America having jurisdiction of the area in which

said camp is situated; or, if such Council is not active or for any reason refuses to accept the title, the said title shall vest in the said Boy Scouts of America, a Federal corporation as aforesaid, and it is further provided that either the said duly incorporated Council or the Boy Scouts of America may appoint a new Board of Trustees under such conditions and terms as they may see fit, consistent with the general purpose to this Trust. Said Trust shall be deemed to have failed if (without excluding other reasons) the Trustees or their appointed agents shall permit any taxes, assessments or other expenses to be in default for a period of two (2) years or if said property shall cease to be used for the purposes herein set forth for a period of three (3) years.

And I, the said George G. Averill, do COVENANT with the said Grantees, their successors and assigns, that I am lawfully seized in fee of the premises, that they are free of all encumbrances; that I have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that I and my heirs shall and will WARRANT AND FOREVER DEFEND the premises to the said Grantees, their successors and assigns, forever against the lawful claims and demands of all persons claiming by, through, or under me.

IN WITNESS WHEREOF, I, the said George G. Averill, and Frances M. Averill, wife of the said George G. Averill, joining in this deed as Grantors, and relinquishing and conveying her right by descent and all other rights in the above described premises, have hereunto set our hands and seals this eighteenth day of December in the year of our Lord one thousand nine hundred and fortyfour.

Signed, Sealed and Delivered

in the presence of

G.G.A 12/19-44 George G. Averill

Seal

Frances M. Averill

Seal

STATE OF MAINE) ss. KENNEBEC

Charles L. Moyes

December 18, 1944

Personally appeared the above named George G. Averill and acknowledged the above instrument to be his free act and deed.

Before me.

Roxie M. Stevens

Notarial Seal

Notsry Public

Kennebec, ss. Received December 22, 1944 at 9H.A.M.

THIS INDENTURE, made in the town of Belgrade, County of Kennebec, State of Maine, on the twenty-third day of July, A.D. 1938, by and between <u>CLINTON</u> <u>H. WYMAN</u> and <u>ALLA R. WYMAN</u>, both of RFD #1, Belgrade, Maine, who owns and possesses realty in the aforementioned town, situated in part and bordering