

366

Lot N<sup>o</sup> 712. - seven hundred twelve. - was drawn by  
Lyman Nevers. - Census. N<sup>o</sup> 240. - a minor, born November 24, 1869.

And is thus bounded and described:

Beginning at the southerly corner bound of Lot N<sup>o</sup> 711; thence by  
the same, N61° 15' E. fifty three <sup>2</sup>/<sub>100</sub> feet to a bound, being the south bound of  
land of Elizabeth Howawoocce; thence by the same, N61° 55' E. four  
hundred twenty <sup>2</sup>/<sub>100</sub> feet to a bound; thence by Lot N<sup>o</sup> 713, S31° 36' E. two  
hundred sixty four <sup>2</sup>/<sub>100</sub> feet to the northerly corner bound of Lot N<sup>o</sup> 561;  
thence by the same, S58° 24' W. four hundred seventy three feet to a bound;  
thence by Lot N<sup>o</sup> 560, N31° 36' W. two hundred sixty four feet to a bound;  
thence on the same course, by Lot N<sup>o</sup> 555, twenty four <sup>35</sup>/<sub>100</sub> feet to the first  
mentioned bound, or the place of commencement.

Deed see  
book 296  
pg 264

Lot N<sup>o</sup> 713. - seven hundred thirteen. - was drawn by  
Rachel Foster. - Census. N<sup>o</sup> 94.

And is thus bounded, and described:

Beginning at the northerly corner bound of Lot N<sup>o</sup> 712; thence  
by land of Elizabeth Howawoocce, N61° 15' E. two hundred eighty five  
<sup>2</sup>/<sub>100</sub> feet to a bound; and still by same land, S34° E. three hundred thirty  
feet to a bound; thence by Lot N<sup>o</sup> 538, S31° 36' E. sixty one <sup>2</sup>/<sub>100</sub> feet to the  
northerly corner bound of Lot N<sup>o</sup> 714; thence by the same, S58° 24' W.  
three hundred feet to a bound; thence by Lot N<sup>o</sup> 561, N31° 36' W. one  
hundred forty one feet; and on the same course, by Lot N<sup>o</sup> 712, two hundred  
sixty four <sup>2</sup>/<sub>100</sub> feet to the first mentioned bound, or the place of  
commencement.

Lot N<sup>o</sup> 714. - seven hundred fourteen. - was drawn by  
Ann Elizabeth Nevers. - Census. N<sup>o</sup> 219.

And is thus bounded and described:

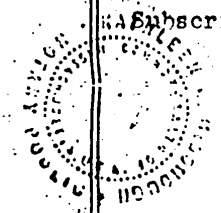
Beginning at the southerly corner bound of Lot N<sup>o</sup> 713; thence by  
the same, N58° 24' E. three hundred feet to a bound; thence by Lot N<sup>o</sup> 538,  
S31° 36' E. three hundred eighty seven feet to a bound; thence by Lot N<sup>o</sup> 569,  
S58° 24' W. three hundred feet to the east corner bound of Lot N<sup>o</sup> 562;

AFFIDAVIT

<sup>McROLLA</sup>  
I, MARCELA NINA FRANCIS, of Vineyard Haven, Massachusetts,  
County of Dukes County, being duly sworn, depose and say,

1. THAT BETSEY MINGO, daughter of Samuel Mingo and Rachel Peters, married John Anthony of Gay Head, Dukes County, Massachusetts.
2. THAT there were two children from this marriage namely RACHEL ANTHONY and JOSEPH S. ANTHONY.
3. THAT RACHEL ANTHONY married JOHN FOSTER of Gay Head, Dukes County, Massachusetts and from this marriage they had one child namely PARNELIA FOSTER who married ABRAHAM L. RODMAN of GAY HEAD, Dukes County, Massachusetts.
4. THAT I am the oldest child of six children born of PARNELIA RODMAN and ABRAHAM L. RODMAN. THAT four of my brothers and sisters deceased intestate, as minors, while my mother and father were living. THAT my surviving brother FERDINAND H. RODMAN deceased testate, October, 1922. ( see Dukes County Probate D3/301)
5. THAT PARNELIA RODMAN married a second time after her husband ABRAHAM L. RODMAN had deceased intestate, to a Mr. ISSAC SHELDON WHO HAS SINCE PREDECEASED HER INTTESTATE, AND that there were no children from this second marriage. THAT my mother has since deceased intestate in Middleboro, Massachusetts.
6. THAT I am the sole-heir-at-law of my mother and father PARNELIA FOSTER RODMAN SHELDON and ABRAHAM L. RODMAN, and my brothers and sisters, and of my grandmother RACHEL ANTHONY FOSTER.

Marcella Nina Francis



Subscribed and sworn to before me this 19<sup>th</sup> day of February, 1970

Kathleen J. McDonough  
Notary Public

My commission expires  
Kathleen J. McDonough, Notary Public  
My Commission expires 9/3/71

Edgartown, Mass., Feb 20 1970 12 o'clock and 05P m.  
Received and entered with Dukes County Deeds Book 281 Page 525

Attest:  
Philip J. Norton Register  
340

Probate

Estate of Parnelia A. Sheeler No. Plymouth County Probate

Petition for probate of will with sureties

Represents Marcella M. Furber & Mrs. Marcella W. Furber

that Parnelia A. Sheeler late of Middleboro  
 died 1-22-1959 in County (will) and codicil  
(No) widow (husband)  
 Only heirs and next of kin Marcella M. Furber

Frank J. Humelin d. 1-17-67

Omitted Children

Signed by all part sworn to by all part dated 1-20-71  
 Assented to by all heir ✓

Citation without sureties returnable 9-13-71  
 Not as ordered by posting - (pub. and mailing) Sworn to by Henry Carey before J. P. Mass.  
 Allowed with (all) sureties. Date 9-16-71  
 Bond of judic with (all) sureties, joint - several - approved  
 Letter, Book Page Notice ordered by posting - pub. in  
 Affidavit of \_\_\_\_\_ filed  
 Notice by posting - pub. in  
 Inventory, R. E. 3100 P. E. & none  
 Legacies paid? Accounts?  
 Federal Estate Tax  
 Inheritance Tax 1-10 filed 5-1-72  
 Petn. to sell R. E. at priv. sale - pub. auc. - to pay by (adm) - exor. - (aff'd)  
 Assented to by Jos. S. Humelin only heir of P.H. Citation in  
 Bond of with sureties approved  
 License Date 3-13-72 notice of posting - pub. in  
 Advt. of not. of sale by posting - pub. in

Description of Property in Notice  
lots 73, 307, 341, 713 911.7 undiv. lot 85, 901, 93  
17, 344 & 4 via Jefferson lot Christian town

I, MAROLLA M. FRANCIS, also known as Marolla N. Francis,

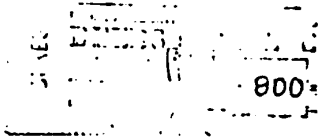
with the will annexed  
ADMINISTRATOR of the ESTATE of—  
PARMELIA A. SHELDON, late of Middleborough, Plymouth County, Massachusetts  
by power conferred by license of the Plymouth County Probate Court (No. 79172)  
dated March 13, 1972

and every other power,  
for \* \* THIRTY-ONE HUNDRED AND NO/100 (\$3100.00) \* \* Dollars  
paid, grants to FRANCIS F. COURNOYER  
of Indian Hill Road, West Tisbury, Massachusetts  
~~checkmark~~

Certain real estate situated in West Tisbury and  
Gay Head, in the County of Dukes County, Massachusetts,  
bounded and described as follows:

FIRST PARCEL: The land in Gay Head designated as  
lots numbered 78, 327, 341 and 713 as designated on the Plan  
of the Division of Indian Lands at said Gay Head filed  
with the Dukes County Probate Court; and, the undivided  
one-half interest in lots numbered 85, 90 and 93 on the  
aforesaid plan.

SECOND PARCEL: The land in West Tisbury at a place  
called Christiantown and being all of the undivided  
interest of the said Parmelia A. Sheldon in lots  
numbered 17, 3 and 18 designated on the Set Off of  
Indian Lands at said West Tisbury and in the 5 Acre  
Jeffers Lot described in Dukes County Deeds, Book 29,  
Page 203.



Witness, MY hand and seal this 24<sup>th</sup> day of March 1972.

*Marolla M. Francis*  
Administrator as aforesaid

The Commonwealth of Massachusetts

Dukes County, ss.

March 24<sup>th</sup> 1972

Then personally appeared the above named MAROLLA N. FRANCIS, also  
known as Marolla M. Francis and acknowledged the foregoing instrument to be her free act and deed, before me

Edgartown, Mass. March 24 1972 at 12 o'clock and 55 P.M.  
Received and entered with Dukes County Deeds Book 296 Page 264

Attest: *Philip J. Norton* Register

*Henry Corey*  
Notary Public  
My commission expires September 22, 1978

I, Francis F. Cournoyer, Individually and as Trustee of Harborlight Trust and Forever Wild Trust, of the Town of West Tisbury, Dukes County, Massachusetts for ten (\$10.00) dollars consideration paid hereby grant to Janice Feltz, Trustee of 466A-Trust, under declaration of trust, dated October 22, 1991, recorded Dukes County Registry of Deeds Book 566, pg. 957, of P.O. Box 232 West Tisbury, Massachusetts, 02575.

Being parcels of land in the Town of Gay Head, Dukes County, Massachusetts, as set out on the plan of the Commissioners to divide Indian Land at Gay Head, which plan is filed in the Registry of Probate for the County of Dukes County.

Parcel 1: Being Lot 466. For tracer see Deed: recorded Dukes Deeds Book 287 pg. 32, Book 287 pg. 34, see Affidavit of Henry Cronig: Cordelia G. Nicholson (Cordelia Francis) was the only child and heir at law of her mother Olive B. Francis (Bowyer).

Parcel 2: Being lot #'s 365, 356, 511, 217A, 217C, 713, 209, 251, 252, 241, 703, 93, 94, 518, 709, 178, 177, 710, 711.

Parcel 3: Two certain lots of land situated in Gay Head and being the former homestead lands of Georgianna Broacher, as set off to her in the division of Indian Lands at Gay Head. Being more fully described in Book 49 pg. 23 of the Dukes County Registry of Deeds. (These lots were conveyed to Horatio N. Pease. His will filed Dukes County Registry of Probate D 3/64 left everything to his wife, Lydia. Lydia's estate is filed D 3/838; Sarah Butler Adams D 4/1630; Lucy Palmer Adams D6/2913. See deed Olive and George Howard, Dukes Deeds Book 88 pg. 110.)

10/23/91  
EXPT  
CASH  
6250000  
EXCISE

WITNESS my hand and seal this 22 day of October 1991

MARTHA'S VINEYARD LAND BANK FEE

PAID: \$ \_\_\_\_\_  
 EXEMPT: \$ <sup>D</sup> \_\_\_\_\_  
10473 10/23/91 MWtisbury  
NO. DATE (CITY/TOWN)

Francis F. Cournoyer  
Francis F. Cournoyer  
Individually and as Trustee  
Aforesaid

State of Massachusetts )  
County of Dukes ) SS. October 22, 1991

Then personally appeared the above named Francis F. Cournoyer and acknowledged the foregoing Instrument to be his free act and deed.  
Before me.

10-23-91  
2 o'clock and 05 minutes PM  
received and entered with Dukes County Deed  
book 567 page 065

Cathy A. Morris  
Notary Public  
My Commission Expires: July 27, 1995

Attest: Severly W. Fen  
Register

## DECLARATION OF TRUST

Maria A. Kitras of Belmont, Middlesex County, Massachusetts hereby declares that I and my successors in trust will hold any and all property, real and personal, that may be transferred to me as Trustee hereunder in trust for the sole benefit of the individuals or entities listed on the Schedule of Beneficiaries this day executed by the Trustee, in the proportions stated in said Schedule, or in any revised Schedule of Beneficiaries in accordance with Paragraph (b).

1. (a) This Trust shall be known as the Bear II Realty Trust. The purposes for which the Trust is formed and the functions to be carried on by the Trustee are to create a trust for the purpose of holding the record legal title of the trust property for the benefit of the Beneficiaries. The Trust shall not engage in any functions other than the holding of the record legal title to the trust property, except as herein provided.

(b) The original Beneficiary or Beneficiaries of this Trust is the person or persons listed as Beneficiaries in the Schedule of Beneficiaries this day executed by the Trustee and held in the files of the Trustee, and the respective interests of the Beneficiary or Beneficiaries are as therein stated. The beneficial interest of a Beneficiary hereunder shall be deemed to be personal property and is not assignable, except in case of the death of a Beneficiary, his or her right, title or interest hereunder shall pass to his or her executor or administrator and to his or her heirs at law. The death of any Beneficiary shall not terminate this Trust nor in any manner effect the powers of the Trustee hereunder. A copy of said Schedule of Beneficiaries shall be filed with anyone holding a mortgage on property owned by the Trust.

2. Except as hereinafter provided in the case of the termination of this Trust, the Trustee shall have full power and authority to acquire land, options to purchase, assign, mortgage, distribute or otherwise dispose of all or any part of the trust property, to sell, convey or lease any trust property, to borrow money, to grant or acquire rights or easements and enter into agreements with respect to the trust property, and to carry out any actions so designated, provided, however, that no Trustee shall be required to take any action directed which will, in the opinion of such Trustee, involve him or her in any personal liability, unless first reasonably indemnified against such liability. Any person dealing with the Trustee shall be fully protected in accordance with the provisions of Paragraph 6 hereof, provided that all of the Trustees execute any of the documents heretofore stated, and that a majority of the Trustees shall not be sufficient.

3. This Trust may be terminated at any time by written notice of termination given to the Trustee by a unanimous consent of the Beneficiaries, and this Trust shall terminate, in any event, twenty (20) years after the death of the Trustee. In case of any such termination, the Trustee shall transfer and convey the entire trust property to the Beneficiaries in proportion to their respective interest as determined in accordance with the provisions of Paragraph 1, or as directed in writing by the Beneficiaries.

4. The Trustee herein named, or any successor, may nominate such person as he desires to be his successor as Trustee in case of resignation, and the appointment shall be complete upon a written notice of said appointment and the acceptance thereof by the new Trustee being filed in the Registry of Deeds wherever this Declaration of Trust may be filed. If no nomination is made as above provided, then all of the holders of the beneficial interest may appoint a new Trustee by an instrument which shall become effective when said instrument and acceptance by the new Trustee shall have been recorded in the Registry of Deeds where this Declaration is recorded.

5. Upon the death of the original Trustee, the powers and duties of the Trustee shall automatically vest in James A. Demotse of Andover, Middlesex County, Massachusetts as Successor Trustee, and the Successor Trustee shall file a death certificate in the Registry of Deeds where this Declaration of Trust is recorded.

6. Any Trustee hereunder may resign by written instrument signed and acknowledged by such Trustee and recorded with the Registry of Deeds in which this Declaration of Trust is recorded. Succeeding or additional Trustees may be appointed, or any Trustee may be removed by an instrument in writing signed by all of the Beneficiaries, provided in each case that such instrument or instruments (or a certificate by any Trustee naming the Trustee or Trustees appointed or removed, and in the case of any appointment, the acceptance in writing by the Trustee or Trustees appointed) shall be recorded with the Registry of Deeds in which this Declaration of Trust is recorded, which shall be conclusive evidence of his qualification as Trustee hereunder. Upon the appointment of any succeeding or additional Trustee, the title to the trust estate shall thereupon, and without the necessity of any conveyance, be vested in said succeeding or additional Trustee jointly with the remaining Trustee or Trustees, if any. Each succeeding and additional Trustee shall have all the rights, powers, authority and privileges as if named as the original Trustee hereunder. No Trustee shall be required to furnish a bond.

7. This Declaration of Trust may be amended from time to time by a written instrument (i) signed by all of the Beneficiaries and acknowledged by any Beneficiary, and (ii) delivered to any Trustee, provided in each case that the instrument of amendment or a certificate by any Trustee setting forth the terms of such amendment be recorded in the Registry of Deeds where this Declaration of Trust is recorded.

8. No Trustee hereunder shall be liable for any error of judgment, nor for any loss arising out of any act or omission in good faith, but shall be responsible only for his own willful breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustee. No purchaser or lender shall be under any liability to see to the application of the purchase money or of any money or property loaned or delivered to any Trustee, or to see that the terms and conditions of this Trust have been complied with. Every agreement, lease, sublease, deed, mortgage, note, assignment, or other instrument executed by the person appearing from the record of a Registry of Deeds to be a Trustee hereunder shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of delivery thereof, this Trust was in full force and effect, and that the execution and delivery thereof was duly directed as required by the terms of this Trust. Any person dealing with the trust property or any Trustee may always rely, without further inquiry, on a certificate signed by a person appearing from the records of the Registry of Deeds to be a Trustee hereunder, as to who are the Trustees hereunder, or the Beneficiaries hereunder, or as to the authority of any Trustee to act, as to whether or not this Declaration of Trust has been terminated or amended and, if amended, the provisions of such amendment, or as to the existence or non-existence of any fact or facts which constitute conditions precedent to acts by any Trustee, or which are in any other manner germane to the affairs of the Trust.

9. (a) If at any time when there are two or more Trustees, any Trustee shall become unable to perform his or her duties as such Trustee because of physical or mental incapacity, then he or she shall continue to be a Trustee hereunder and during such period as such incapacity shall continue, the other Trustee or Trustees shall, acting alone, have an exercise as Trustee of all the powers, duties and discretions of the Trustees within the terms of this instrument.

PK 745 477

(b) If at any time when there are two or more Trustees, any Trustee may for the duration of any absence, illness or incapacity of him or her for any specified period of time, authorize, in writing, the other Trustee or Trustees, acting alone, to manage the affairs of this Trust. Such authority shall be revoked in writing.

10. The term "Trustee" when used in this instrument shall include both singular and plural where the context so requires or permits and shall mean the Trustee or Trustees named herein and such person or persons who hereafter serve as Trustee or Trustees hereunder, and the rights, powers, authority and privileges granted hereunder to the Trustee shall be exercised by such person or persons subject to the provisions hereof.

11. No Trustee or Beneficiary hereunder shall have any personal liability under any contract or undertaking made by the Trustee. All such contracts, obligations or undertakings shall refer to this instrument and shall be enforceable only against the Trustee as Trustee and upon the trust property.

12. The Trustee may consult legal counsel concerning any question which may arise hereunder, and shall incur no liability and shall be fully protected in acting in accordance with the opinion of such counsel.

13. The Trustee shall be entitled to reasonable compensation for services hereunder and to reimbursement for all reasonable expenses incurred hereunder. Notwithstanding any contrary provision, the Trustee shall not be required to take any action hereunder by direction of the Beneficiaries or otherwise, until the Beneficiaries shall furnish to the Trustee reasonable indemnity against liability and expense to the Trustee.

Executed as a sealed instrument this 3rd day of November, 1998.

Maria A. Kitras  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

November 3, 1998

Then personally appeared the above-named Maria A. Kitras and acknowledged the foregoing instrument to be her free act and deed before me,

Signed in presence of Nov 3 98  
at 10 o'clock and 40 minutes A  
received and entered with Dukes County Deeds  
Book 745 page 475  
Test:

Jeanne E. Powers  
Notary Public  
My comm. exp. 3-4-99

Jeanne E. Powers Registrar



BK 745 178

DEED

I, Janice Feltz, Trustee of 466A-Trust of Indian Hill Road, West Tisbury, Dukes County, Massachusetts, under a Declaration of Trust dated October 22, 1991, recorded at the Dukes County Registry of Deeds in Book 566, Page 85

for consideration of One Hundred and Fifty Thousand dollars (\$150,000.00)

paid, grant to Maria A. Kitras, Trustee of Bear II Realty Trust of 38 Bow Road, Belmont, Middlesex County, Massachusetts under a Declaration of Trust recorded at the Dukes County Registry of Deeds in Book 745, Page 475

with quitclaim covenants

the land described as Set-Off Lot 713 on the plan entitled "Plan of Gay Head showing the Partition of the Common Lands, as made by Joseph T. Pease and Richard L. Pease, Commissioners, Appointed by the Judge of Probate under Section 6, Chapter 213 of the Acts of 1870, by John H. Mullin, Civil Engineer" as recorded at the Dukes County Registry of Probate, and as located off Moshup Trail in the Town of Aquinnah, Dukes County, Massachusetts.

Grantor conveys all their rights, title and interest to the above described property to the within Grantee.

For my title, see Book 567, Page 65

Grantee by recording of this deed at the Dukes County Registry of Deeds agrees to assume and pay all real property taxes.

Witness my hand and seal this 3rd day of November 1998

*Janice Feltz*  
Janice Feltz, Trustee

The Commonwealth of Massachusetts

Dukes, ss

November 3, 1998

Then personally appeared the above named Janice Feltz, Trustee and acknowledged the foregoing instrument to be her free act and deed, before me.

Edgartown, Mass Nov 3 1998  
at 10 o'clock and 47 minutes A  
received and entered with Dukes County Deeds  
Book 745 page 475  
Attest:

*Janice P. Powers*  
Notary Public  
My commission expires: 3-4-99

*Janice P. Powers*  
Register

MARTHA'S VINEYARD LAND BANK  
PAID: \$2000.00

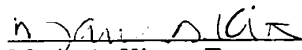
OFF MOSHUP TRAIL, AQUINNAH

RECORDED  
NOV 10 1998  
66/1777

TRUSTEE'S CERTIFICATE OF APPOINTMENT OF CO-TRUSTEE

The undersigned, Maria A. Kitras, Trustee of Bear II Realty Trust under written Declaration of Trust dated November 3, 1998, recorded in the Dukes County Registry of Deeds in Book 745, Page 475. hereby certifies that James J. Decoulos, of Belmont, Massachusetts has been appointed Co-Trustee of said Trust pursuant to the provisions of Paragraph 6 of the referenced Declaration of Trust.

Witness my hand and seal this 17<sup>th</sup> day of December, 2002.

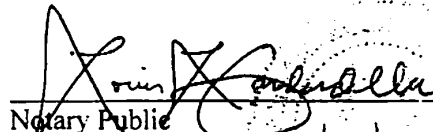
  
\_\_\_\_\_  
Maria A. Kitras, Trustee  
Bear II Realty Trust

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

December 17, 2002

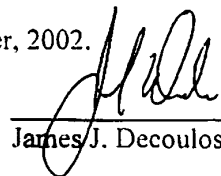
Then personally appeared the above named Maria A. Kitras, Trustee as aforesaid. and acknowledged the foregoing instrument to be her free act and deed, before me.

  
\_\_\_\_\_  
Notary Public  
My commission expires: 11/04/05

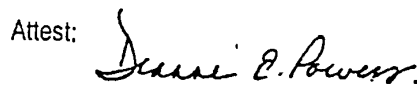
ACCEPTANCE OF APPOINTMENT AS CO-TRUSTEE

The undersigned, James J. Decoulos, of Belmont, Massachusetts, hereby accepts appointment as Co-Trustee of Bear II Realty Trust.

Witness my hand and seal this 17<sup>th</sup> day of December, 2002.

  
\_\_\_\_\_  
James J. Decoulos

Edgartown, Mass. December 23, 2002  
at 2 o'clock and 41 minutes P M  
received and entered with Dukes County Deeds  
book 917 page 296

Attest:  Register