

KNOW ALL MEN BY THESE PRESENTS

This indenture made this 15th day of November, 1971, by and between Charles B. Cohen, of New Castle, Rockingham County, State of New Hampshire, (hereinafter called the Grantor), and the Town of New Castle, a municipal corporation, of Rockingham County, State of New Hampshire, (hereinafter called the Town).

WHEREAS, the proffering is made to the Town as a memorial to Miss Andree Marchand, and mostly to her great love for New Castle and all of the happiness it afforded her, and

WHEREAS, she lived here in continuous, unceasing admiration and wonder at its unusual interest and great natural beauty, and

WHEREAS, the Town, in all seasons, summer and winter, with its ever changing sights and sounds, never failed to invoke in Miss Marchand a surging response of joy and elation, and

WHEREAS, it is the Grantor's thought that this sense of happiness may hopefully be reincarnated and renewed in the appreciative joy of all who are here and those who will come to the Town in the future:

NOW THEREFORE, in consideration of the payment of the sum of One Thousand (\$1,000.00) Dollars to the Town in hand, delivered by the Grantor, the receipt whereof is hereby acknowledged, the Grantor and the Town mutually agree as follows:

1. **Fund.** This gift is to establish a Trust Fund which shall be acknowledged and recorded as such in the annual report of said Town and shall be entitled the "Andree Marchand Fund".
2. **Purpose:** This fund is established in memory of Andree Marchand for the common good and welfare, to enhance and appreciate the public grounds of the Town, and, more specifically, that portion known as Great Island Common. This is to be achieved by acquiring by purchase or gift seeds, flowering plants, shrubs, bushes and trees. The execution of the forementioned activity shall be the sole reason and purpose for expending any of the monies of this fund, as hereinafter provided; none of the monies shall be expended on any man-made construction, but shall be restricted to only those intended improvements induced or effected by horticulture.
3. **Trustees.** The Trustees of the Town Trust Funds are designated as Trustees of this fund and shall serve until their successors are duly appointed and qualified.
4. **Principal.** The principal of the fund shall be invested and reinvested in accordance with state statutes applicable to investments legal for savings institutions or deposited in a savings account, and, except for additions,

increments or further contributions, which may be added to the principal, the principal, or any additions thereto, shall be preserved in its entirety.

5. **Income.** The dividends or interest which shall accrue from the time of its investment or deposit until the time for planting in 1973, shall be accrued, and the amount accrued at that time shall be the amount of money allotted in 1973, to carry out the purpose of this fund. After 1973, and each and every year thereafter, the income of the fund shall be available for expenditure toward carrying out the purpose of the fund. In any year after 1973, if the income of the fund shall not be expended for the purposes hereinbefore stated, said money shall be available for expenditure the following year. If the income from said fund is not expended for a period of more than three years, then the income accrued shall become part of the principal, and thereafter, not available and not expendable as income. The Trustees, however, in their sole discretion, may accrue up to three years' income for expenditure at one time.
6. **Situs.** If at any time "Great Island Common" shall lose its identity as it exists today, and cease to exist as a public facility with its functions, as of present, devoted to the benefit of the area residents, then the fund and proceeds shall be diverted to any and all public lands owned by the Town and designated by the Trustees for the same purposes.
7. **Town.** If at any time in the future the Town shall lose its identity by incorporation or otherwise with another city or town, the fund and the income therefrom shall be devoted to any or all public lands within the confines of the present day boundaries of the Town for the same purposes.
8. **Effective.** The fund shall be operative as of the date of its acceptance by the Town and there being no effective accumulation of dividends or interest before 1973, a further gift of One Hundred (\$100.00) Dollars is tendered herewith, so that plantings can be instituted during the year 1972.

IN WITNESS WHEREOF, the parties have hereunto accepted the terms hereinbefore set forth, and set their hands and seals on the date first mentioned.