

terry.knales@doj.nh.gov

Dominicus Hanson Park

Know All Men By These Presents

That I, Charles A. C. Hanson of Rochester, County of Strafford and State of New Hampshire, bachelor, agreeably to the earlier wishes of my father, Dominicus Hanson, late of said Rochester, and as a memorial from him, and in consideration of the sum of One Dollar to me in hand, before the delivery hereof, well and truly paid by the City of Rochester, Trustee, in said County, the receipt whereof I do hereby acknowledge, have granted, bargained and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said City of Rochester, Trustee, its successors and assigns in said trust, the following described property for the purposes, and upon the conditions hereinafter specifically set forth.

The said property consists of one certain tract of land situate in said Rochester upon the northeasterly bank of the Cocheco River, and lying between said river and the location of the Boston & Maine Railroad, formerly the Dover and Winnepesaukee Railroad, and known as the Hanson Pines, together with an approach fifty feet (50 ft.) in width as designated by said Charles A. C. Hanson from the Chestnut Hills Road, so called, which tract is more particularly described as follows:

Bounded northeasterly by land of the Boston & Maine Railroad, formerly known as the Dover and

Winnepesaukee Railroad: southeasterly by land of Jedediah Morrill, commencing at the Boston & Maine Railroad and running by the face of two stone monuments set in the ground on said tract to the Cocheco River; southwesterly by said Cocheco River; northwesterly by land of Frank Smith, beginning at said River and running by the face of two stone monuments set in the ground on said tract to the land of said Railroad Company.

Which said tract has been improved by said Charles A. C. Hanson since the decease of his father, Dominicus Hanson, at an expense of over One Thousand Dollars (\$1,000) by cutting and removing over three hundred loads of bushes, trees and maples, and in constructing avenues, drives, walks and paths,—all agreeably to the earlier suggestions of said Dominicus Hanson,—the purpose being to afford to the public a park, wooded with health-giving pines, covering the ground with a carpet of pine-needles, excluding maples and other trees which yield only leaves and mold, but retaining some nut-bearing trees,—also affording to the public opportunities in connection with the park for water sports upon the beautiful Cocheco River already used for canoeing and boating, giving a beautiful sail from Duval Park and Silas Hussey Bridge by boat to the Hanson Park landing, which river may be later used for regattas.

The growth of pine should be encouraged and to that end said grantor advises that the pine-spills and pine-cones be allowed to remain upon the ground as the pine-spills are the only fertilizer that the pines have and by their removal the life of the pines would be sacrificed, while the pine-cones are largely used by the squirrels for food.

Said City of Rochester, its successors and assigns under this trust shall forever hold said property in trust for the benefit of the public as a wooded and timbered park, and a place of recreation for the people not only of Rochester and surrounding towns and cities, but of the world at large.

Said City shall have full control and management of said park and may make such rules and regulations as seems best governing the use of said park for the purposes herein specified.

This conveyance is made upon the following express conditions:

First. The said City of Rochester shall by a vote of its Mayor and Council accept this deed as trustee to serve without pay and upon the other conditions herein stated, and if necessary to the proper execution and fulfillment of said trust shall seasonably seek and obtain any legislative authority necessary to the carrying out thereof.

Second. Any trustee appointed under this deed shall accept the trust to serve without pay.

Third. That said Park shall be forever known as the Dominicus Hanson Park.

Fourth. That the evergreen and nut-bearing timber and trees standing and growing upon said premises shall be kept standing thereon and permitted to grow, except so far as a reasonable and advantageous use of said premises as a wooded park requires the construction of parkways and paths thereon, fountains, pavilions and buildings for public use, including other art embellishments as well as animal dens and enclosures, aviaries, etc., and no evergreen or nut-bearing trees shall be cut upon said premises except for said purposes until they have died and it is apparent from

their age and decay that they are no longer advantageous for the purposes of a park. It is my purpose that the question of the profit from the sale of lumber in any of the trees shall not be given any weight in the administration of this park except so far as the timber can be utilized when it has ceased to be of advantage as a covering and shade to said park, which shall be maintained by said trustee as a perpetual public park forever.

The City may make such improvements as it deems necessary to carry out the purpose and intent of this deed to make said tract a perpetual park forever.

Fifth. That no trees whatever unless dead or dangerous to the public, shall be cut upon said premises during my lifetime without my personal approval.

Sixth. There shall be no highways across the park, but there may be a park-way of the same width as a substitute for the same use.

Seventh. Whatever proceeds may come from the timber cut and removed from said premises under the conditions hereinbefore enumerated shall be kept and used as a fund for the improvement and for beautifying said park.

If for any reason there should be a failure of this trust then for the consideration of One Dollar to me in hand before the delivery hereof, well and truly paid by the Protestant Churches of the City of Nashua in said State, the receipt whereof I do hereby acknowledge, I do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said Protestant Churches of the City of Nashua, their successors and assigns forever all of the property hereinbefore described and all property thereon and all improvements thereon that shall have been made.

I am depending upon my Catholic friends in Rochester, to see that the Protestant Churches of Nashua do not get any part of said property and upon my Catholic and Protestant friends in Rochester to see that the purpose of the trust for the benefit of the public is faithfully carried out.

If more than Five Hundred Dollars (\$500) in value of trees be cut at any time, except in case of damage by fire or hurricane, or if at any time the expended fund arising from the cutting of any trees or growth upon said premises (except in case of damage by fire or hurricane) exceeds the sum of Five Hundred Dollars (\$500), under the provisions of clause four, I direct that said sum be paid by my said Trustee to the said Protestant Churches of Nashua. If at any time the park is injured by fire or hurricane, however, the proceeds from the sale of trees actually blown down or killed by fire, may be held by said Trustee as a special fund, the income on which shall be used for the improvement and beautification of said park without limit to the amount thereof.

This trust shall not fail however for the want of a trustee, but the Superior Court of said County is given power to appoint a trustee in case of a vacancy in said trusteeship.

This deed shall be recorded in the Registry of Deeds for said County of Strafford.

The City of Rochester shall be exempted from giving bond for the faithful performance of said trust.

No celebration is required at the acceptance of this deed as the donor of this valuable gift is reposing in the cemetery where all will later rise when the Trumpet sounds, from their long sleep.

TO HAVE AND TO HOLD the said granted premises with all the privileges and appurtenances to the same belonging, to the said City of Rochester, Trustee, and its successors and assigns, to its and their only proper use and benefit during the continuance of a valid trust hereunder and forever if the conditions hereinbefore set forth are kept.

But if there be a failure or termination of said trust, then, and then only, the entire property shall pass to the said Protestant Churches of Nashua and be owned by them with all the improvements then thereon; to have and to hold the said granted premises with all the privileges and appurtenances to the same belonging to the said Protestant Churches of the City of Nashua, their successors and assigns to their only proper use and benefit forever.

And I, the said Charles A. C. Hanson, and my heirs, executors, and administrators do hereby covenant, grant, and agree, to and with the said City of Rochester, Trustee, and the said Protestant Churches of Nashua, and their several successors and assigns that until the delivery hereof I am the lawful owner of said premises, and am seized and possessed thereof in my own right in fee simple; and have full power and lawful authority to grant and convey the same in manner aforesaid; and that the premises are free and clear from all and every incumbrance whatsoever, and that my heirs, executors and administrators shall and will warrant and defend the same to the said grantees, their successors and assigns as hereinbefore set forth, against the lawful claims or demands of any person or persons whomsoever.

IN WITNESS WHEREOF, I have hereunto set my

THE STATE OF NEW HAMPSHIRE

SUPERIOR COURT

STRAFFORD, SS.

JANUARY TERM, 1990

Case No. 89-E-298

City of Rochester, New Hampshire,
Trustee under deed of Charles A.C. Hanson
dated August 25, 1923

vs.

Attorney General of the State of New Hampshire
(Director of Charitable Trusts)

ORDER

Based on the pleadings and the parties respective offers of proof, the Court makes the following findings with regard to the above-captioned matter:

1. That by deed dated August 25, 1923, Charles A.C. Hanson conveyed approximately 5.263 acres of land, more or less, to the City of Rochester, as Trustee, such land being more particularly shown as Lots 2A and 2B on the plan attached hereto as Exhibit A and entitled "Subdivision of a Portion of the Joseph Hanson Carnival Grounds - Map 37/Lot 2, Chestnut Hill Road & Hanson Avenue, Rochester, N.H.," dated December 12, 1989 by Maynard & Paquette, Inc.

2. That the aforesaid conveyance to the City of Rochester, as Trustee, was made upon the following terms and conditions:

"Said tract is remised, released and quitclaimed to said City of Rochester, Trustee, in trust for the use of the public as an open public playground, and shall be known as the JOSEPH HANSON CARNIVAL GROUNDS, in memory of my grandfather, Joseph Hanson, who was one of Rochester's pioneer merchants and a foremost citizen of his day.

This conveyance is upon condition that said premises be held by said City of Rochester in trust for the purpose aforesaid, for the use of public forever."

3. That the aforementioned deed of Charles A.C. Hanson to the City of Rochester, as Trustee, was recorded in the Strafford County Registry of Deeds on August 28, 1923 at Book 407, Page 158 and was accepted by the Mayor and City Council of the City of Rochester on September 5, 1923.

4. That the aforementioned deed of Charles A.C. Hanson to the City of Rochester, as Trustee, dated August 25, 1923, created a "charitable trust" over which the Defendant, Attorney General, has powers of "supervision, administration and enforcement" pursuant to the provisions of R.S.A. 7:19, et. seq., and common law.

5. That by virtue of the provisions of R.S.A. 31:19, the City of Rochester was empowered to hold the aforesaid real property in trust, and pursuant to the provisions of R.S.A. 31:22, the Board of Trustees of Trust Funds for the City of Rochester is charged with the administration of such trust.

6. That since August 25, 1923, the City of Rochester has held said real estate in trust and utilized the same for the purposes specified in the aforesaid deed of Charles A.C. Hanson and, in furtherance thereof, has erected on said parcel of land various improvements, including a public swimming pool, wading pool, play area and tennis courts, all such improvements being consistent with the use of said parcel as an "open public playground."

7. That the remaining portion of the trust real estate has been utilized as a parking lot for persons desiring to use the public playground facilities and/or adjacent public facilities or has been left unimproved because of its configuration.

8. That a significant portion of the trust real estate is very narrow and is situated between a public road (Chestnut Hill Road) and the Boston & Maine Railroad tracks and right of way, making use of such portion of the trust real estate impractical and hazardous at times.

9. That the continued use of that portion of the trust real estate currently occupied by the tennis courts and parking lot as tennis courts and a parking lot has been rendered ineffective by the deterioration of such tennis courts and parking facility over the years, to the point where the tennis courts in question are obsolete and no longer useable as tennis courts, and their repair and rehabilitation has been rendered impractical because the City of Rochester has recently undertaken the construction of six new tennis courts on an adjacent parcel of City real estate, and the rehabilitation and/or conversion of the parking lot facilities to uses more closely associated with the use of such property as an "open public playground" is impractical because the narrow

configuration of such property and its location between a public street and a railroad track and right of way which renders such property unsuitable for the construction of playing fields, play areas, and the like uses.

10. That the City of Rochester, New Hampshire, and the School Department of the City of Rochester have recently obtained approval from the State of New Hampshire Department of Education to construct a regional vocational high school in the vicinity of the real property conveyed to the City of Rochester, as Trustee, by deed of Charles A.C. Hanson dated August 25, 1923, the construction of which regional vocational high school will result in the encroachment of the aforesaid regional vocational high school building and appurtenances onto a portion of the real property subject to such trust.

11. That the area of the trust property on which said regional vocational high school building and appurtenances will encroach consists of approximately 3.501 acres, as more particularly shown as Map 37/Lot 2B on the accompanying plan entitled "Subdivision of a Portion of the Joseph Hanson Carnival Grounds - Map 37/Lot 2, Chestnut Hill Road & Hanson Avenue, Rochester, N.H." dated December 12, 1989 by Maynard & Paquette, Inc., annexed hereto as Exhibit A.

12. That as a result of changed circumstances which have occurred and which will occur with respect to the trust property, including the deterioration of the tennis courts and parking facilities located upon the trust property, the construction of six new tennis courts on adjacent property by the City of Rochester, the determination of the City of Rochester and the Rochester School District to construct a regional vocational high school in the vicinity of a portion of the trust property, which regional vocational high school building and appurtenances will encroach upon a portion of the trust property, and the approval of the State of New Hampshire for the location of the aforesaid regional vocational high school building on the aforesaid site, the compliance by the Trustee with the terms of the trust relating to that portion of the real property upon which the regional vocational high school and appurtenance will encroach would defeat or substantially impair the accomplishment of the purposes of the trust established by the deed of Charles A.C. Hanson to the City of Rochester, as Trustee, dated August 25, 1923.

13. That under the circumstances of this case, deviation from the terms of the trust created by deed of Charles A.C. Hanson to the City of Rochester dated August 25, 1923, pursuant to the provisions of R.S.A. 498:4 by this Honorable Court is appropriate and warranted.

14. That the appraised fair market value of the 3.501 acres of trust property on which the aforesaid regional vocational high school and appurtenances will encroach is \$35,000.00.

That in light of the foregoing findings of fact and rulings of law and of the prayers for relief contained in the Plaintiff's Petition and the Defendant's Answer, it is hereby ordered as follows:

(a) That the City of Rochester acting by and through the Trustees of the Trust Funds of the City of Rochester is hereby authorized to deviate from the terms of the trust created by deed of Charles A.C. Hanson to the City of Rochester, as Trustee, dated August 25, 1923, and to execute a deed of that portion of the trust property conveyed to the City by deed of Charles A.C. Hanson dated August 25, 1923, being more particularly shown as Map 37/Lot 2B consisting of 3.501 acres, more or less, as shown on the annexed plan marked Exhibit A entitled "Subdivision of a Portion of the Joseph Hanson Carnival Grounds - Map 37/Lot 2, Chestnut Hill Road & Hanson Avenue, Rochester, N.H." dated December 12, 1989 by Maynard & Paquette, Inc. Such conveyance shall be made by Warranty Deed to the City of Rochester, free of trust, for which conveyance the City of Rochester shall pay to the Trustees of the Trust Funds of the City of Rochester the sum of Thirty-Five Thousand Dollars (\$35,000.00).

(b) That the aforesaid sum of \$35,000.00 be paid to the Trustees of the Trust Funds of the City of Rochester and that said Trustees be authorized to deviate from the terms of the trust created by the deed of Charles A.C. Hanson to the City of Rochester, as Trustee, dated August 25, 1923, so that the Trustees of the Trust Funds for the City of Rochester are authorized to receive such sum from the City of Rochester, and thereafter shall hold said principal sum and any interest thereon subject to the following terms and conditions:

- (i) to hold the funds so received in trust and to accumulate the income therefrom;
- (ii) to expend, from time to time, in the discretion of the Trustee, so much of the accumulated income as the Trustee shall determine for the purpose of providing capital improvements and repairs of the grounds, and playground equipment upon the remaining real property of the trust held by the City of Rochester, as Trustee, pursuant to deed of Charles A.C. Hanson dated August 25, 1923;
- (iii) such accumulated income shall not be expended for salaries or operating expenses associated with the operation of the public swimming and wading pools located upon the remaining real property of the trust;

- (iv) the City of Rochester, as Trustee, acting through its Trustees of Trust Funds, shall maintain records of all expenditures of income of the Trust sufficient to disclose the purpose and amount of any expenditure;
- (v) no expenditure of the principal of this trust shall be made without at least sixty (60) days prior written notification to the Attorney General of the State of New Hampshire and of the Strafford County Superior Court.

Dated: February 27, 1990

Thos. B. DeLoe
Presiding Justice

Michael, Jones and Wensley
Attorneys at Law
40 Wakefield Street
Rochester, New Hampshire
03866-1500

Franklin C. Jones
Danford J. Wensley
Philip S. Rader
David P. Azarian
Gregory D. Wirth

Joseph E. Michael, Jr.
of Counsel

Stephen O. Wallace (1955-1968)

September 22, 1995

Mailing Address:
P. O. Box 1500
Rochester, NH 03866-1500
Telephone 603 332-2442
Telecopier 603 332-9716

Brenda B. Harrington, Trust Officer
Charter Trust Company
34 Wakefield Street
P.O. Box 1462
Rochester, NH 03867

RE: **City of Rochester / Trustees of Trust Funds**
Joseph Hanson Carnival Grounds Account

Dear Ms. Harrington:

This letter is written in response to your letter addressed to me and dated September 5, 1995 regarding the above-captioned matter.

With regard to your specific questions regarding the Joseph Hanson Carnival Grounds Account, I will attempt to give you a brief background regarding this matter.

In the early 1900's Charles A.C. Hanson made three separate conveyances of land to the City of Rochester in trust. I believe that two of these conveyances involve the property on which the "Hanson Pines" currently stand. A third conveyance to the City was made by deed dated August 25, 1923 recorded at Book 407, Page 158 of the Strafford County Registry of Deeds. This conveyance, of approximately 5.263 acres, was accepted by the Mayor and City Council of the City of Rochester on September 5, 1923. The conveyance was made to the City in trust and provided that the property was to be used " . . . as an open public playground, and shall be known as the Joseph Hanson Carnival Grounds" in memory of the grandfather of Charles A.C. Hanson. The tract of land in question was located on the opposite side of the railroad tracks from the Hanson Pines between the Hanson Pines and the Chestnut Hill Road adjacent to the Spaulding High School.

Brenda B. Harrington, Trust Officer
Charter Trust Company
September 22, 1995
Page Two

In the late 1980's, the City was in the process of planning, and ultimately constructing, a new vocational portion of its high school. The site ultimately agreed upon for the construction of this vocational school was, in part, situated so that it encroached upon a portion of the so-called Charles Hanson Carnival Grounds. Since the use of the land in question as a vocational school was viewed as inconsistent with the requirement that the trust property be used as a "open public playground," an action was instituted in the Strafford County Superior Court seeking permission to deviate from the terms of the trust. The State of New Hampshire Attorney General, acting through the Director of Charitable Trusts, was the Defendant in this proceeding, representing the interests of the public.

Attached to this letter you will find a copy of an order which was issued by the Strafford County Superior Court authorizing conveyance to the City of Rochester of a portion of the Joseph Hanson Carnival Grounds consisting of 3.501 acres for use in connection with the vocational school. In consideration of such conveyance being allowed, the City was required to pay to the Trustees of the Trust Funds of the City of Rochester, the sum of Thirty Five Thousand Dollars (\$35,000.00). The terms under which such funds are to be held and/or expended by the Trustees of the Trust Funds are set forth in subparagraph (b) which appears on the next to the last page of the Court's February 27, 1990 Order.

I believe that if you check with the City Clerk's Office, you will find that a deed to the City from the Trustees of the Trust Fund was executed and recorded conveying to the City the 3.501 acres in question. Additionally, the Thirty Five Thousand Dollars (\$35,000.00) consideration for such transaction was conveyed to the Trustees of the Trust Funds and, therefore, should account for the establishment of the fund to which your letter refers in early 1990.

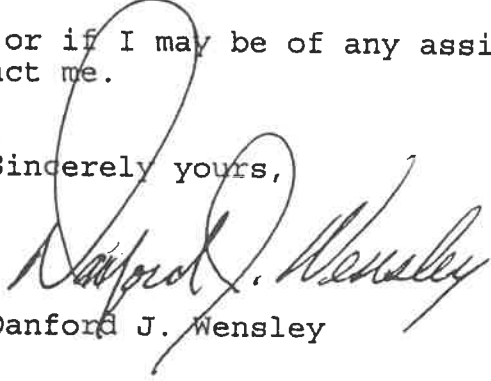
I hope that this information is of assistance to you. I apologize for not getting back to you sooner, however, our files with regard to this matter have been archived, and I obtained a copy of the Order in question directly from the files of the Strafford County Superior Court. I must, however, admit that the need to pick up a photocopy of the Order while at the Court slipped my mind on a couple of occasions.

Brenda B. Harrington, Trust Officer
Charter Trust Company
September 22, 1995
Page Three

With regard to the Jessica L. St. Laurent Scholarship Fund, please be advised that a Resolution will be presented in the near future to the City Council requesting its acceptance of the monies in question and approving the establishment of the Scholarship Fund in the same manner as the Mireault Scholarship Fund was handled. I will, of course, let you know when that Resolution has been adopted.

If you have any questions or if I may be of any assistance, please do not hesitate to contact me.

Sincerely yours,



Danford J. Wensley

DJW/sml

Enclosures

cc: Gary Stenhouse, City Manager

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That THE CITY OF ROCHESTER, NEW HAMPSHIRE, a municipal corporation with a place of business at 31 Wakefield Street, Rochester, New Hampshire, as Trustee, under deed of Charles A.C. Hanson dated August 25, 1923, recorded at Book 407, Page 158 of the Strafford County Records, acting by and through the Trustees of Trust Funds of the City of Rochester, New Hampshire, for consideration paid, grant to THE CITY OF ROCHESTER, NEW HAMPSHIRE, a municipal corporation with a place of business at 31 Wakefield Street, Rochester, New Hampshire, with WARRANTY COVENANTS:

Rochester, New Hampshire:

A certain tract or parcel of land situate on the westerly side of the Chestnut Hill Road in Rochester, County of Strafford and State of New Hampshire, the same being shown as Map 37/Lot 2B on a certain plan entitled "Subdivision of a Portion of the Joseph Hanson Carnival Grounds - Map 37/Lot 2, Chestnut Hill Road & Hanson Avenue, Rochester, N.H." dated December 12, 1989 by Maynard & Paquette, Inc., such lot being more particularly bounded and described as follows:

Beginning at a point in the westerly sideline of the Chestnut Hill Road, so-called, said point being the southeasterly corner of the tract herein described and the northeasterly corner of Map 37/Lot 2A as shown on the aforementioned plan; thence running N 23° 52' 19" W along the westerly sideline of the Chestnut Hill Road a distance of one hundred seventy-five and twenty-two hundredths (175.22) feet, more or less, to an iron pipe to be set; thence turning and continuing to run along the westerly sideline of said Chestnut Hill Road N 24° 38' 51" W a distance of eight hundred sixty and fifty-eight hundredths (860.58) feet, more or less, to an iron pipe to be set in the westerly sideline of said Chestnut Hill Road; thence turning and continuing to run along the westerly side of said Chestnut Hill Road N 23° 55' 53" W a distance of five hundred nineteen and ten hundredths (519.10) feet, more or less, to a point; thence turning and running S 11° 23' 20" E along the center line of a brook a distance of thirty-seven and fifty-five hundredths (37.55) feet, more or less, to a point; thence turning and continuing to run along the center line of said brook S 02° 26' 36" E a distance of forty-one and eighty-seven hundredths (41.87) feet, more or less, to a point; thence turning and continuing to run along the center line of said brook S 40° 59' 18" W a distance of thirty and ninety-five hundredths (30.95) feet, more or less, to a point in the easterly sideline of the Boston & Maine Railroad right-of-way; thence turning and running S 20° 14' 17" E along the easterly boundary of said Boston & Maine Railroad right-of-way a distance of one thousand four hundred sixty-seven and thirteen hundredths (1,467.13) feet, more or less, to a point, said point being the southwesterly corner of the tract

Maine Railroad right-of-way; thence turning and running S 20° 14' 17" E along the easterly boundary of said Boston & Maine Railroad right-of-way a distance of one thousand four hundred sixty-seven and thirteen hundredths (1,467.13) feet, more or less, to a point, said point being the southwesterly corner of the tract

90 APR -3 AM 9:55

REGISTER OF DEEDS

Unofficial Document

51

0043

Unofficial Document

00PG0317

EX1501

Unofficial Document

Unofficial Document

MICHAEL JONES AND WENSLEY ATTORNEYS AT LAW ROCHESTER NH

herein described and the northwesterly corner of Map 37/Lot 2A as shown on the aforementioned plan; thence turning and running N 66° 48' 21" E along the northerly boundary of Map 37/Lot 2A as shown on the aforementioned plan a distance of one hundred fifty-six and sixty-one hundredths (56.61) feet, more or less, to a point in the westerly sideline of the Chestnut Hill Road, said point being the point of beginning.

The above-described parcel contains 152,500 square feet (3.501 acres, more or less).

This conveyance is made in accordance with an order issued by the Strafford County Superior Court dated February 27, 1990 in Strafford County Superior Court Docket #89-S-298. In accordance with such decree, it is the purpose of this deed to convey to the City of Rochester, free of trust, the above-described parcel of real estate.

Meaning and intending to describe and convey a portion of the premises conveyed to the City of Rochester, as Trustee, by deed of Charles A.C. Hanson dated August 25, 1923, recorded in the Strafford County Registry of Deeds at Book 407, Page 158 of the Strafford County Records.

Dated this 2nd day of April, 1990.

THE CITY OF ROCHESTER, NEW HAMPSHIRE,
Trustee under deed of Charles A.C.
Hanson dated August 25, 1923

By the Trustees of Trust Funds for
the City of Rochester

By: Kennett R. Kendall, Jr., Trustee of
Trust Funds for the City of
Rochester

By: Gus Hoyt, M.D., Trustee of Trust
Funds for the City of Rochester

By: Gerald Janney, Trustee of Trust
Funds for the City of Rochester

STATE OF NEW HAMPSHIRE
STRAFFORD, SS.

March 20, 1990

Personally appeared the above-named Kennett R. Kendall, Jr. and acknowledged that he executed the foregoing instrument in his capacity as Trustee of Trust Funds for the City of Rochester, for the purposes therein contained.

Before me,

Michael Jones
Notary Public/Justice of the Peace

MICHAEL JONES AND WENSLEY, ATTORNEYS AT LAW ROCHESTER, N.H.

18X150060318

TRUSTEES OF TRUST FUNDS
December 22, 1989

Copy sent
Shirley
12/26/89

Members present:
Kennett Kendall, Jr.
Gerald Janelle
Gus Hoyt

Also present:
Mayor Richard Green
Danford Wensley, City Solicitor

The meeting was called to order by the Chairman, Mr. Kennett Kendall, Jr., at approximately 10:10 a.m.

1. Charles A.C. Hanson Trust.

After a lengthy discussion and presentation by Mayor Green and Attorney Wensley the following two motions were made by Mr. Kendall and seconded by Mr. Janelle:

That whereas, the City of Rochester, as Trustee, has accepted three gifts by deed from Charles A.C. Hanson, two of said deeds being dated respectively, October 4, 1915 and September 25, 1916 (which deeds are recorded respectively in Book 375, Page 269 and Book 379, Page 24 of the Strafford County Records), which deeds were intended to create the "Dominicus Hanson Park" and an entryway thereto, and the third deed being dated August 25, 1923, the same being recorded in Book 407, Page 158 of the Strafford County Records, and intended to create the "Joseph Hanson Carnival Grounds," the Trustees of the Trust Funds of the City of Rochester in accordance with the provisions of R.S.A. 31:19 hereby acknowledge and accept their role as Trustees over the trusts created by the aforementioned deeds to the City of Rochester, as Trustee.

That the Trustees of the Trust Funds of the City of Rochester, as Trustee of the trust created by the deed of Charles A.C. Hanson to the City of Rochester dated August 25, 1923 creating the so-called "Joseph Hanson Carnival Grounds," hereby authorize the City Solicitor of the City of Rochester to institute a proceeding in the Strafford County Superior Court to seek deviation from and/or modification of or a decree of, so-called, cy pres decree from the provisions of the aforesaid deed which would authorize the said Trustees to convey to the City of Rochester, free of trust, 3.501 acres of the land conveyed to the City by the aforesaid deed of Charles A.C. Hanson. Said transfer to the City to be made in consideration of the payment of the appraised value for such acreage to the Trust by the City of Rochester. By this action, the Trustees hereby authorize the administration of the City of Rochester to take all steps necessary to accomplish the aforesaid purposes.

The vote was unanimous to approve the above two motions.

HANSON PINES

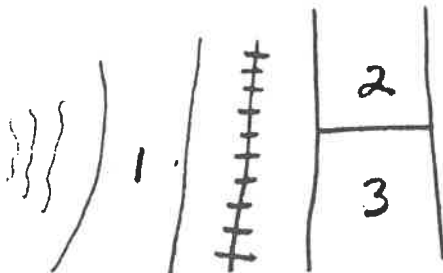
CONDITIONS:

1. Mayor and council accept the donation
2. Anyone who takes care of the Pines, does so without pay
3. That said park will be forever known as Dominicus Hanson Park
4. Pines and nut bearing trees to be kept standing and be permitted to grow except for parkways, paths, pavillions, buildings for public use, including other art embellishments, viaries, etc. - must be kept as a public park forever - city can make any improvements that it deems necessary for the purpose and intent of keeping the Pines a perpetual public park
5. No trees cut during the lifetime of Charles A.C, Hanson
6. No roads through Pines
7. If there be a sale of timber, the proceeds are to be used to beautify the park
8. Any conditions broken, the property reverts to the Protestant Churches of the city of Nashua
9. Any timber sold in excess of 500.00, except in case of hurricane said sum is to be paid to the Protestant Churches of Nashua
10. Any fire, hurricane, etc. impairs the park, the sale of the trees blown down or killed by fire- the proceeds of sale can be held by the city as a special fund to be used for improvement of so affected section of park
11. This trust shall not fail for the want of a trustee because the Superior Court of the county can appoint one
12. The city cannot give the land away for the faithful performance of the trust

Charles A.C. Hanson
10/8/15

Second section - same conditions - Charles A.C. Hanson
9/5/16

Third section - same conditions - Charles A.C. Hanson
8/25/23



Winnepesaukee Railroad: southeasterly by land of Jedediah Morrill, commencing at the Boston & Maine Railroad and running by the face of two stone monuments set in the ground on said tract to the Cocheco River; southwesterly by said Cocheco River; northwesterly by land of Frank Smith, beginning at said River and running by the face of two stone monuments set in the ground on said tract to the land of said Railroad Company.

Which said tract has been improved by said Charles A. C. Hanson since the decease of his father, Dominicus Hanson, at an expense of over One Thousand Dollars (\$1,000) by cutting and removing over three hundred loads of bushes, trees and maples, and in constructing avenues, drives, walks and paths, all agreeably to the earlier suggestions of said Dominicus Hanson,—the purpose being to afford to the public a park, wooded with health-giving pines, covering the ground with a carpet of pine-needles, excluding maples and other trees which yield only leaves and mold, but retaining some nut-bearing trees,—also affording to the public opportunities in connection with the park for water sports upon the beautiful Cocheco River already used for canoeing and boating, giving a beautiful sail from Duval Park and Silas Hussey Bridge by boat to the Hanson Park landing, which river may be later used for regattas.

The growth of pine should be encouraged and to that end said grantor advises that the pine-spills and pine-cones be allowed to remain upon the ground as the pine-spills are the only fertilizer that the pines have and by their removal the life of the pines would be sacrificed, while the pine-cones are largely used by the squirrels for food.

Dominicus Hanson Park

Know All Men By These Presents

That I, Charles A. C. Hanson of Rochester, County of Strafford and State of New Hampshire, bachelor, agreeably to the earlier wishes of my father, Dominicus Hanson, late of said Rochester, and as a memorial from him, and in consideration of the sum of One Dollar to me in hand, before the delivery hereof, well and truly paid by the City of Rochester, Trustee, in said County, the receipt whereof I do hereby acknowledge, have granted, bargained and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said City of Rochester, Trustee, its successors and assigns in said trust, the following described property for the purposes, and upon the conditions hereinafter specifically set forth.

The said property consists of one certain tract of land situate in said Rochester upon the northeasterly bank of the Cocheco River, and lying between said river and the location of the Boston & Maine Railroad, formerly the Dover and Winnepesaukee Railroad and known as the Hanson Pines, together with an approach fifty feet (50 ft.) in width as designated by said Charles A. C. Hanson from the Chestnut Hills Road, so called, which tract is more particularly described as follows:

Bounded northeasterly by land of the Boston & Maine Railroad, formerly known as the Dover and

Said City of Rochester, its successors and assigns under this trust shall forever hold said property in trust for the benefit of the public as a wooded and timbered park, and a place of recreation for the people not only of Rochester and surrounding towns and cities, but of the world at large.

Said City shall have full control and management of said park and may make such rules and regulations as seems best governing the use of said park for the purposes herein specified.

This conveyance is made upon the following express conditions:

First. The said City of Rochester shall by a vote of its Mayor and Council accept this deed as trustee to serve without pay and upon the other conditions herein stated, and if necessary to the proper execution and fulfillment of said trust shall seasonably seek and obtain any legislative authority necessary to the carrying out thereof.

Second. Any trustee appointed under this deed shall accept the trust to serve without pay.

Third. That said Park shall be forever known as the Dominicus Hanson Park.

Fourth. That the evergreen and nut-bearing timber and trees standing and growing upon said premises shall be kept standing thereon and permitted to grow, except so far as a reasonable and advantageous use of said premises as a wooded park requires the construction of parkways and paths thereon, fountains, pavilions and buildings for public use, including other art embellishments as well as animal dens and enclosures, aviaries, etc., and no evergreen or nut-bearing trees shall be cut upon said premises except for said purposes until they have died and it is apparent from

their age and decay that they are no longer advantageous for the purposes of a park. It is my purpose that the question of the profit from the sale of lumber in any of the trees shall not be given any weight in the administration of this park except so far as the timber can be utilized when it has ceased to be of advantage as a covering and shade to said park, which shall be maintained by said trustee as a perpetual public park forever.

The City may make such improvements as it deems necessary to carry out the purpose and intent of this deed to make said tract a perpetual park forever.

Fifth. That no trees whatever unless dead or dangerous to the public, shall be cut upon said premises during my lifetime without my personal approval.

Sixth. There shall be no highways across the park, but there may be a park-way of the same width as a substitute for the same use.

Seventh. Whatever proceeds may come from the timber cut and removed from said premises under the conditions hereinbefore enumerated shall be kept and used as a fund for the improvement and for beautifying said park.

If for any reason there should be a failure of this trust then for the consideration of One Dollar to me in hand before the delivery hereof, well and truly paid by the Protestant Churches of the City of Nashua in said State, the receipt whereof I do hereby acknowledge, I do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said Protestant Churches of the City of Nashua, their successors and assigns forever all of the property hereinbefore described and all property thereon and all improvements thereon that shall have been made.

I am depending upon my Catholic friends in Rochester, to see that the Protestant Churches of Nashua do not get any part of said property and upon my Catholic and Protestant friends in Rochester to see that the purpose of the trust for the benefit of the public is faithfully carried out.

If more than Five Hundred Dollars (\$500) in value of trees be cut at any time, except in case of damage by fire or hurricane, or if at any time the unexpended fund arising from the cutting of any trees or growth upon said premises (except in case of damage by fire or hurricane) exceeds the sum of Five Hundred Dollars (\$500), under the provisions of clause four, I direct that said sum be paid by my said Trustee to the said Protestant Churches of Nashua. If at any time the park is injured by fire or hurricane, however, the proceeds from the sale of trees actually blown down or killed by fire, may be held by said Trustee as a special fund, the income on which shall be used for the improvement and beautification of said park without limit to the amount thereof.

This trust shall not fail however for the want of a trustee, but the Superior Court of said County is given power to appoint a trustee in case of a vacancy in said trusteeship.

This deed shall be recorded in the Registry of Deeds for said County of Strafford.

The City of Rochester shall be exempted from giving bond for the faithful performance of said trust.

No celebration is required at the acceptance of this deed as the donor of this valuable gift is reposing in the cemetery where all will later rise when the Trumpet sounds, from their long sleep.

TO HAVE AND TO HOLD the said granted premises with all the privileges and appurtenances to the same belonging, to the said City of Rochester, Trustee, and its successors and assigns, to its and their only proper use and benefit during the continuance of a valid trust hereunder and forever if the conditions hereinbefore set forth are kept.

But if there be a failure or termination of said trust, then, and then only, the entire property shall pass to the said Protestant Churches of Nashua and be owned by them with all the improvements then thereon; to have and to hold the said granted premises with all the privileges and appurtenances to the same belonging to the said Protestant Churches of the City of Nashua, their successors and assigns to their only proper use and benefit forever.

And I, the said Charles A. C. Hanson, and my heirs, executors, and administrators do hereby covenant, grant, and agree, to and with the said City of Rochester, Trustee, and the said Protestant Churches of Nashua, and their several successors and assigns that until the delivery hereof I am the lawful owner of said premises, and am seized and possessed thereof in my own right in fee simple; and have full power and lawful authority to grant and convey the same in manner aforesaid; and that the premises are free and clear from all and every incumbrance whatsoever, and that my heirs, executors and administrators shall and will warrant and defend the same to the said grantees, their successors and assigns as hereinbefore set forth, against the lawful claims or demands of any person or persons whomsoever.

IN WITNESS WHEREOF, I have hereunto set my

ANNUAL REPORT OF

40

hand and seal this fourth day of October in the year of
our Lord, 1915.

CHARLES A. C. HANSON.



Signed, sealed and delivered in the presents of us :

NORMA C. SNOW
LESLIE P. SNOW
HORACE L. WORCESTER
JOHN GREENFIELD

CHARLES H. EASTMAN
A. GASPARD GELINAS
DAVID J. LUCEY
JOHN V. HORNE

STATE OF NEW HAMPSHIRE

OCTOBER 4th 1915

STRAFFORD, SS.

Personally appeared the above named Charles A. C. Hanson and acknowledged the foregoing instrument to be his voluntary act and deed. Before me

LESLIE P. SNOW

*Justice of the Peace
and Notary Public*

hand and seal this fourth day of October in the year of our Lord, 1915.

CHARLES A. C. HANSON.



Signed, sealed and delivered in the presents of us:

NORMA C. SNOW
LESLIE P. SNOW
HORACE L. WORCESTER
JOHN GREENFIELD
CHARLES H. EASTMAN
A. GASPARD GELINAS
DAVID J. LUCEY
JOHN V. HORNE

STATE OF NEW HAMPSHIRE

OCTOBER 4th 1915

STRAFFORD, SS.

Personally appeared the above named Charles A. C. Hanson and acknowledged the foregoing instrument to be his voluntary act and deed. Before me

LESLIE P. SNOW

*Justice of the Peace
and Notary Public*

Assessors' Inventory

Polls	2,664	\$	5,328 00
Improved and unimproved lands and buildings			\$4,568,537 00
Horses	713		73,320 00
Oxen	30		2,955 00
Cows	764		33,430 00
Other neat stock	104		3,890 00
Sheep	126		505 00
Hogs	41		642 00
Fowls	2,082		2,773 00
Vehicles (including automobiles)			119,930 00
Portable Mills			2,325 00
Wood and lumber (not stock in trade)			37,913 00
Stock in public funds			6,250 00
Stock in banks and other corporations			39,900 00
in this state			
Money on hand, at interest or on deposit			64,673 00
Stock in trade			776,327 00
Mills and carding machines and factories and their machinery			683,925 00
Total valuation			\$6,422,623 00