



CITY OF BOSTON • MASSACHUSETTS

OFFICE OF THE MAYOR
MARTIN J. WALSH

October 1, 2018

TO THE CITY COUNCIL

Dear Councilors:

I transmit herewith for your approval an appropriation order in the amount of \$105,400,000 from the Surplus Property Disposition Fund.

Over half of this appropriation will be to enable significant investment in the City's signature open spaces – the Boston Common, the nation's oldest public park, and Franklin Park, a keystone park in the geographic heart of the City – and to support the completion of the Emerald Necklace by developing an active, green transportation corridor along Columbia Road connecting Franklin Park and the waterfront. In addition, this appropriation will provide \$35,000,000 to the Boston Housing Authority to support its redevelopment of communities at Old Colony in South Boston and Orient Heights in East Boston. This new funding will significantly improve these facilities for current and future tenants, and contributes to the City of Boston's commitment to creating more affordable housing for all.

Finally, this appropriation provides \$15,000,000 to endow new trust funds that will support enhanced maintenance of the Boston Common, Franklin Park, and the Rose Fitzgerald Kennedy Greenway.

I urge your Honorable Body to pass this Order so that the City of Boston may use the funds to proceed with these important investments in our community.

Sincerely,

Martin J. Walsh
Mayor of Boston

CITY OF BOSTON
IN CITY COUNCIL

ORDERED: That, in accordance with section 24 of Chapter 190 of the Acts of 1982, as amended by section 4 of Chapter 701 of the Acts of 1986, the amount of Ninety Million Four Hundred Thousand Dollars (\$90,400,000) be, and hereby is credited to the Capital Fund from the Surplus Property Disposition Fund for the development of master plans, architectural and engineering plans and designs, and for the implementation of such plans and designs for Boston Common, Franklin Park, and the Emerald Necklace along Columbia Road; and for support of the redevelopment of the Boston Housing Authority's Old Colony and Orient Heights properties:

Capital Fund	\$55,400,000
Capital Fund (Boston Housing Authority)	\$35,000,000; and be it

FURTHER ORDERED: That, in accordance with section 24 of Chapter 190 of the Acts of 1982, as amended by section 4 of Chapter 701 of the Acts of 1986, the amount of Fifteen Million Dollars (\$15,000,000) be, and hereby is credited to the General Fund from the Surplus Property Disposition Fund in order to fund the following:

General Fund 100-138-562	\$15,000,000; and be it
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FURTHER ORDERED: That the sum of Five Million Dollars (\$5,000,000) be, and hereby is, appropriated from the General Fund for the endowment of "The Boston Common Maintenance Trust Fund" hereby established in accordance with the terms of the Declaration of Trust for said trust fund attached hereto; and that funds appropriated to The Boston Common Maintenance Trust Fund may be expended, and other funds donated by third parties may be accepted and expended, in accordance with the terms of the Declaration of Trust for said trust fund attached hereto; and be it

FURTHER ORDERED: That the sum of Five Million Dollars (\$5,000,000) be, and hereby is, appropriated from the General Fund for the endowment of "The Franklin Park Maintenance Trust Fund" hereby established in accordance with the terms of the Declaration of Trust for said trust fund attached hereto; and that funds appropriated to, or contributed to The Franklin Park Maintenance Trust Fund may be expended, and other funds donated by third parties may be accepted and expended, in accordance with the terms of the Declaration of Trust for said trust fund attached hereto; and be it

FURTHER ORDERED: That in addition to the appropriations heretofore made, that the sum of Five Million Dollars (\$5,000,000) be, and hereby is, appropriated from the General Fund for the endowment of "The Rose Fitzgerald Kennedy Greenway Maintenance Trust Fund" hereby established in accordance with the terms of the Declaration of Trust for said trust fund attached hereto; and that funds appropriated to The Rose Fitzgerald Kennedy Greenway Maintenance Trust Fund may be expended in accordance with the terms of the Declaration of Trust for said trust fund attached hereto.

I HEREBY CERTIFY THAT
THE FOREGOING, IF PASSED IN THE
ABOVE FORM, WILL BE IN
ACCORDANCE WITH LAW.

BY Eugene L. O'Flaherty *EL*
EUGENE L. O'FLAHERTY
CORPORATION COUNSEL

THE BOSTON COMMON MAINTENANCE TRUST FUND

THE BOSTON COMMON MAINTENANCE TRUST FUND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS that the Collector-Treasurer of the City of Boston, hereinafter referred to as "Trust Manager," declares that she has received on behalf of The Boston Common Maintenance Trust Fund the sum of Five Million Dollars (\$5,000,000.00) duly appropriated by the Boston City Council upon recommendation and approval of the Mayor of Boston, whose name, together with the names of all other donors to this Trust and the amounts contributed by each, shall be kept by her as Trust Manager as part of the Trust's permanent records, and agrees and declares for herself, that she shall hold said sum and all other gifts made to her as Trust Manager, hereunder, whether by gift inter vivos, by bequest, devise or otherwise, for the uses and purposes, and subject to the duties and powers herein set forth.

THE BOSTON COMMON MAINTENANCE TRUST FUND

ARTICLE I

Name

Section 1.1: This trust shall be designated and known as "The Boston Common Maintenance Trust Fund" (herein referred to as "the Trust"). Its address shall be: Office of the Collector-Treasurer, One City Hall Plaza, City Hall, Boston, MA 02201.

ARTICLE II

Acceptance of Gifts, Bequests and Devises

Section 2.1: The Trustees may receive and accept property, whether real, personal, or mixed, by way of gift, bequest, or devise, from, any person, firm, trust, or corporation, to be held, administered, and disposed of in accordance with and pursuant to the provisions of this Declaration of Trust; but no gift, bequest or devise of any such property shall be received and accepted if it is conditioned or limited in such manner as to require the disposition of the income or its principal to any person or organization other than the City of Boston or for other than "park maintenance purposes" within the meaning of such term as defined in Article III of this Declaration of Trust, or shall in the opinion of the Trustee, jeopardize the federal income tax exemption of this trust.

Section 2.2: Unless the Trustees receive and accept property specifically as "Other Funds" as set forth in Section 2.3 below, any property received and accepted by the Trustees shall be added to the principal of the Trust, income from such property to be used for park maintenance purposes on the Boston Common as set forth in Sections 3.2 below.

Section 2.3: If the Trust Manager provides the Trustees with prior written authorization, the Trustees may receive and accept a gift, bequest, or devise of property to the Trust designated as "Other Funds," such Other Funds to be added to the principal of the Trust, with income from such to be used for park maintenance purposes on the Boston Common, Boston Public Garden, and Commonwealth Avenue Mall, as set forth in Section 3.3 below.

ARTICLE III

Distribution and Use of Principal and Income; Purpose

Section 3.1: The principal and income of all property received and accepted by the Trustees to be administered under this Declaration of Trust shall be forever held in trust by the Trustees, and the Trustees may make payments or distributions from income only to or for the use of the City of Boston for such park maintenance purposes, within the meaning of that term as defined in Section 3.5 of this Declaration of

THE BOSTON COMMON MAINTENANCE TRUST FUND

Trust, in such amounts as the Trustees shall from time to time select and determine without making use of any other charitable organizations.

- Section 3.2: Any income derived from the principal initially received and accepted by the Trustees from an appropriation by the Boston City Council, or from any other gift, bequest, or devise accepted by the Trustees and not designated Other Funds as provided in Section 2.3, shall be used exclusively for park maintenance purposes on the Boston Common.
- Section 3.3: Any income derived from gift, bequest, or devise accepted by the Trustees as Other Funds with the approval of the Trust Manager as provided in Section 2.3, shall be used exclusively for park maintenance purposes on the Boston Common, the Boston Public Garden, or the Commonwealth Avenue Mall.
- Section 3.4: It is intended that this Trust shall continue in perpetuity; provided, however, if for any reason it becomes impossible to do so, then this Trust may be terminated upon unanimous vote of the Trustees. If for any reason this Trust is voluntarily or involuntarily dissolved or wholly inoperative, all the property of the Trust shall be distributed to the City of Boston, to be used solely for the purposes consistent with Section 3.5 of the Trust.
- Section 3.5: This Trust is established to promote and support the public charitable purpose of providing for the enhanced funding of maintenance of the Boston Common, and, to the extent that Other Funds are received, also the Boston Public Garden and Commonwealth Avenue Mall. Therefore, in this Declaration of Trust and in any amendments to it, the term "park maintenance purposes" shall be limited to and shall include only work, projects, and other efforts related to the upkeep, maintenance, or repair of the Boston Common, Boston Public Garden, and Commonwealth Avenue Mall. Activities consistent with the "park maintenance purposes" shall include, but not be limited to, routine maintenance and upkeep activities on the Common, and, where necessary, employing personnel including all necessary engineers, surveyors, clerks and other officers, including a police force should the Parks Commissioner reconstitute such force, to act in the Common, and do all acts needful under the supervision and authority of the Commissioner.
- Section 3.6: The Trust may disburse funds directly to the Boston Parks and Recreation Department, under the terms of any agreement the Trustees deem necessary, to fund or reimburse park maintenance work undertaken by the Boston Parks and Recreation Department. The Trust may also disburse funds under a contract directly to any person or entity performing work for park maintenance purposes and with the express written permission by the Parks Commission to the Trust. The Trust may also disburse funds necessary to facilitate the disbursement of funds in the manner set forth above.

THE BOSTON COMMON MAINTENANCE TRUST FUND

ARTICLE IV
Amendments

Section 4.1: This Declaration of Trust may be amended at any time or times by written instrument or instruments signed and sealed by the Trustees, provided that no amendment shall authorize the Trustees to conduct the affairs of this trust in any manner or for any purpose contrary to the provisions of section 501(c)(3) of the Internal Revenue Code, or any corresponding section of any federal tax code; provided further that no amendment shall decrease the responsibilities of the Trust Manager. An amendment of the provisions of this Article IV (or any amendment to it) shall be valid only if and to the extent that such amendment further restricts the Trustees amending power. All instruments amending this Declaration of Trust shall be noted upon or kept attached to the executed original of this Declaration of Trust held by the Trust Manager.

ARTICLE V
Trustee Provisions

Section 5.1: The Board of Trustees shall consist of three (3) members (the "Trustees"). One member shall be designated by the Mayor of the City of Boston. One member shall be the City Councilor ex officio in whose district the majority of the Boston Common is located. One member shall be designated by the Friends of the Public Garden. The Trustees shall serve in a fiduciary capacity without compensation; provided however that each Trustee may be reimbursed by the Trust for all expenses reasonably incurred by them in the performance of their duties. Each member shall be and remain a resident of the City of Boston, while in office, and may remain in office until the appointment and qualification of their successor. The Mayor shall designate one (1) of the three (3) Trustees to serve as Chairperson of the Board.

The term of the office of each Trustee shall be two (2) years and shall expire on the second Friday in January in each even numbered year; provided, however, that the term in office of the initially appointed Trustees shall expire on January 10, 2020. Should any Trustee fail to attend three (3) consecutive meetings, he or she shall be deemed to have voluntarily vacated his or her office as Trustee. In the event that any Trustee shall vacate his or her office, withdraw, resign, die, be removed, become incapacitated or cease to hold such position without his or her successor assuming office, a substitute Trustee shall be appointed by the Mayor, if the vacancy applies to his appointed designee, the President of the City Council, if the vacancy is that of the district City Councilor ex officio, or the Friends of the Public Garden if the vacancy is its appointed designee, to serve for the unexpired portion of such Trustee's term.

No Trustee shall be required to furnish any bond or surety; nor shall any Trustee be responsible or liable for the acts or omission of any predecessor, or of any

THE BOSTON COMMON MAINTENANCE TRUST FUND

custodian, agent, depository or counsel retained or hired by the Trustees, if selected with reasonable care, except as otherwise required by law.

- Section 5.2: To further the sound administration of the trust, the Collector-Treasurer of the City of Boston shall serve as Trust Manager and custodian and shall exclusively maintain the fiduciary discretion as a prudent investor for the selection of trust investments and the management of investment programs and all other necessary activities of administration regarding the trust's investment strategies and programs. The Trust Manager shall be responsible for maintaining the financial and other records of the Trust and administering and investing the Trust property for the purpose of preserving or enhancing the Trust property with all the rights and privileges and discretion pertaining to Trust management which are granted to a Treasurer by the laws of the Commonwealth of Massachusetts and City of Boston Ordinances.
- Section 5.3: Indemnification. Neither the Trust Manager nor any Trustee shall be liable for, and, to the extent of its assets, this Trust shall indemnify such person against any liabilities, including actual and reasonable attorney's fees incurred in defending against such liabilities, arising out of his or her activities on behalf of and for the Trust, unless such liabilities are the result of the willful misconduct, bad faith or gross negligence of such Trustee. No Trustee shall be required to furnish any bond or surety or shall be liable for the act or omission of any other Trustee. Trustees may obtain insurance with respect to Trust activities and pay for such insurance with Trust funds.
- Section 5.4: Meetings. The Board shall meet two (2) times each calendar year for the purpose of authorizing the distribution of Trust funds, if any, pursuant to Article II. The Board may also meet at such other times as may be designated for Special Meetings by the Chairperson.
- Section 5.5: Votes. Each Trustee shall be entitled to one (1) vote on each matter brought before the Board. Except as otherwise herein provided, the Board shall act by majority vote of the Trustees.
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- Section 5.6: Quorum. A quorum shall be constituted at each meeting if at least two (2) of the Trustees are present in person.
- Section 5.7: Actions Taken By Written Consent. Any action required or permitted to be taken by the Board may be taken without a meeting if all Trustees entitled to vote consent in writing to the taking of such action without a meeting; such written consent may include the use of email, facsimile, U.S. mail or express delivery and shall be treated for all purposes as a vote at a meeting, and shall become part of the permanent records of the Board.
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- Section 5.8: Not less than annually, the Trustees shall conduct a due diligence inspection of the Boston Common in person.

ARTICLE VI

Trust Manager

Section 6.1: Whereas the Trust Manager shall have responsibility for maintaining and growing the principal of the Trust, the Trust Manager shall annually report, in accordance with Article IX below, the account of the trust's investment objectives, strategies and programs to the Trustees who shall adopt by majority vote, and record, the Trust Manager's report for the fiscal year. The Trust Manager shall have the following discretionary powers:

- a) To invest and reinvest the principal and income of the trust in such property, real, personal, or mixed, and in such manner as she shall deem proper, and from time to time to change investments as she shall deem advisable, to invest in or retain any stocks, shares, bonds, notes, obligations, or personal or real property (including without limitation any interests in or obligations of any corporation, association, business trust, investment trust, common trust fund, or investment company) although some or all of the property so acquired or retained is of a kind or size which but not for this express authority would not be considered legal investments for a Trustee and although all of the trust funds are invested in the securities of one company. No principal or income, however, shall be loaned, directly or indirectly, to any City of Boston employee or Trustee or to anyone else, corporation or otherwise, who has at any time made a contribution to this trust, nor to anyone except on the basis of an adequate interest charge and with adequate security.
- b) To sell, lease or exchange any personal, mixed, or real property, at public auction or by private contract, for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertakings relating to the trust property, as they considers advisable, whether or not such leases or contracts may extend beyond the duration of the trust.
- c) To borrow money for such periods, at such rates of interest, and upon such terms as the Trust Manager considers advisable, and as security for such loans to mortgage or pledge any real or personal property with or without power of sale; to acquire or hold any real or personal property, subject to any mortgage or pledge on or of property acquired or held by this trust.
- d) To execute and deliver deeds, assignments, transfers, mortgages, pledges, leases, covenants, contracts, promissory notes, releases, and all other instruments, sealed

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or unsealed, necessary, proper or incident to any transaction in which they engage for the accomplishment of the purposes of this trust or of any of the powers herein granted.

- e) To vote, to give proxies, to participate in the reorganization, merger or consolidation of any concern, or in the sale, lease, disposition, or distribution of its assets; to join with other security holders in acting through a committee, depository, voting trustees, or otherwise, and in this connection to delegate authority to such committee, depository, or trustees and to deposit securities with them or transfer securities to them; to pay assessments levied on securities or to exercise subscription rights in respect of securities.
- f) To employ a bank or trust company as custodian of any funds or securities and to delegate to it such powers as they deems appropriate; to hold trust property without indication of fiduciary capacity but only in the name of a registered nominee, provided the trust property is at all times identified as such on the books of the trust and to hold any securities in registered or in bearer form; to keep any or all of the trust property or funds in any place or places in the United States of America; to employ clerks, accountants, investment counsel, investment agents, and contract for any special trust-related services, and to pay the reasonable compensation and expenses of all such services in addition to the compensation of the Trustees.
- g) To determine to what extent money and other property coming into their possession, in order to do justice and equity, shall be deemed principal or income, and to apportion the same between principal and income to the extent they determine.
- h) To determine in the mode in which expenses incidental to the administration of the trust shall be borne as between principal and income, and to apportion the same between principal and income.
- i) To establish and maintain in such manner and to such extent as the Trust Manager deems necessary or proper a sinking fund or sinking funds for the payment or reduction of any mortgage upon any real estate held by them hereunder.
- j) To amortize any premium on any bonds held as part of the trust property or to refrain from doing so as they shall determine.
- k) To retain and hold any stock, bond or other security, any real estate or any other form of property given to them for as long a period as the Trust Manager deems advisable subject to limitations imposed upon the gifts.
- l) To join in any merger, consolidation or reorganization of any corporation or association whose securities shall be held as part of the trust property; to pay any calls and assessments imposed upon the owner of such securities as a condition of

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participating therein; and to consent to any contract, lease, mortgage, purchase or sale of property, by or between such corporation and any other corporation or person.

- m) To deposit any security with any protective or reorganization committee and to delegate to such committee such power and authority with relation thereto as the Trust Manager may deem proper, and to agree to pay, and to pay, out of the property of this trust, such portion of the expenses and compensation of such committee as the Trust Manager may deem proper.
- n) To exercise all powers and rights of subscription or otherwise which in any manner arise out of ownership of securities held as part of the trust property.
- o) To extend the time of payment of any obligation.
- p) To compromise, arbitrate, defend, enforce, release, settle or otherwise adjust claims in favor of or against the trust, including claims for taxes, and to accept any property, either in total or partial satisfaction of any indebtedness or other obligation and, subject to the provisions hereof, to continue to hold the same for such period of time as the Trust Manager may deem appropriate.
- q) To grant such terms of credit as they may deem proper, with or without security, upon the occasion of making any sale or disposition of any asset contained in this trust and to give and receive money in order to affect equality in price upon the occasion of making any exchange.
- r) To make distributions in cash or in kind.
- s) To hold all or part of the trust fund not invested for such purposes and for such time as the Trust Manager may deem appropriate.

ARTICLE VII
Fiduciary Responsibility

Section 7.1: The Trustees' and Trust Manager's powers are exercisable solely in the fiduciary capacity consistent with and in furtherance of the charitable purposes of this trust as specified in Article III and not otherwise.

ARTICLE VIII

Section 8.1: In this Declaration of Trust and in any amendment to it, references to "Trustee," or "Trustees" shall mean the Trustees, whether original or successor, for the time being in office and any reference to "Trust Manager" shall mean the Collector-Treasurer.

THE BOSTON COMMON MAINTENANCE TRUST FUND

ARTICLE IX

Accounts

- Section 9.1: The Trust Manager shall submit to the Board at the first meeting of each calendar year an account of the Trust in accordance with the general laws of the Commonwealth and City of Boston ordinances pertaining to the duties and responsibilities of the Collector-Treasurer governing trusts.
- Section 9.2: Any person may rely on a copy, certified by a notary public, of the executed original of this Declaration of Trust held by the Trust Manager, and of any of the notations on it and writings attached to it, as fully as they might rely on the original documents themselves. Any such person may rely fully on any statements of fact certified by anyone who appears from such original documents or from such certified copy to be the Trust Manager under this Declaration of Trust. No one dealing with any Trustee need inquire concerning the validity of anything the Trustee purports to do. No one dealing with the Trust Manager or Trustees need see to the application of anything paid or transferred to or upon the order of any Trustee of the trust.

ARTICLE X

Miscellaneous

- Section 10.1: Titles of the articles and subtitles for the sections are placed herein for reference only, and in case of any conflict, the text of this instrument, other than such titles or subtitles, shall be controlling.
- Section 10.2: This Trust shall at all times be governed by, construed, regulated and administered in all respects under the laws of the Commonwealth of Massachusetts.
- Section 10.3: This Declaration of Trust may be printed and executed in as many counterparts as deemed desirable, each of which shall be an original and to be recorded as herein provided. At least one (1) copy shall always be kept on file and open to public inspection in the Office of the City Clerk.
- Section 10.4: Executed counterparts shall be recorded in the Office of the Boston City Clerk, the Division of Public Charities of the Office of the Attorney General of the Commonwealth of Massachusetts, and the Office of the Secretary of the Commonwealth of Massachusetts. Any amendment shall take effect only when so recorded.

THE BOSTON COMMON MAINTENANCE TRUST FUND

Section 10.5: If any provision of this Trust or portion of such provision, or the application thereof to any person(s) or circumstance(s) is held invalid, the Trust in its entirety shall become void and not in force and effect and shall terminate in accordance with Section 3.4

IN WITNESS WHEREOF, This Declaration of Trust is hereby made and executed as of this _____ day of _____, 2018.

Emme Handy
Collector-Treasurer
City of Boston

Witness: _____

Witness: _____

Approved as to Form:

Eugene L. O'Flaherty
Corporation Counsel
City of Boston

Then personally appeared before me the above named individuals affirmed and subscribed the within Declaration of Trust on this _____ day of October, 2018.

Notary Public: _____
My Commission expires: _____

Commonwealth of Massachusetts, Suffolk, ss.

THE FRANKLIN PARK MAINTENANCE TRUST FUND

THE FRANKLIN PARK MAINTENANCE TRUST FUND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS that the Collector-Treasurer of the City of Boston, hereinafter referred to as "Trust Manager," declares that she has received on behalf of The Franklin Park Maintenance Trust Fund the sum of Five Million Dollars (\$5,000,000.00) duly appropriated by the Boston City Council upon recommendation and approval of the Mayor of Boston, whose name, together with the names of all other donors to this Trust and the amounts contributed by each, shall be kept by her as Trust Manager as part of the Trust's permanent records, and agrees and declares for herself, that she shall hold said sum and all other gifts made to her as Trust Manager, hereunder, whether by gift inter vivos, by bequest, devise or otherwise, for the uses and purposes, and subject to the duties and powers herein set forth.

THE FRANKLIN PARK MAINTENANCE TRUST FUND

ARTICLE I

Name

Section 1.1: This trust shall be designated and known as "The Franklin Park Maintenance Trust Fund" (herein referred to as "the Trust"). Its address shall be: Office of the Collector-Treasurer, One City Hall Plaza, City Hall, Boston, MA 02201.

ARTICLE II

Acceptance of Gifts, Bequests and Devises

Section 2.1: The Trustees may receive and accept property, whether real, personal, or mixed, by way of gift, bequest, or devise, from, any person, firm, trust, or corporation, to be held, administered, and disposed of in accordance with and pursuant to the provisions of this Declaration of Trust; but no gift, bequest or devise of any such property shall be received and accepted if it is conditioned or limited in such manner as to require the disposition of the income or its principal to any person or organization other than the City of Boston or for other than "park maintenance purposes" within the meaning of such term as defined in Article III of this Declaration of Trust, or shall in the opinion of the Trustee, jeopardize the federal income tax exemption of this trust.

ARTICLE III

Distribution and Use of Principal and Income; Purpose

Section 3.1: The principal and income of all property received and accepted by the Trustees to be administered under this Declaration of Trust shall be forever held in trust by the Trustees, and the Trustees may make payments or distributions from income only to or for the use of the City of Boston for such park maintenance purposes, within the meaning of that term as defined in Section 3.3 of this Declaration of Trust, in such amounts as the Trustees shall from time to time select and determine without making use of any other charitable organizations.

Section 3.2: It is intended that this Trust shall continue in perpetuity; provided, however, if for any reason it becomes impossible to do so, then this Trust may be terminated upon unanimous vote of the Trustees. If for any reason this Trust is voluntarily or involuntarily dissolved or wholly inoperative, all the property of the Trust shall be distributed to the City of Boston, to be used solely for the purposes consistent with Section 3.3 of the Trust.

Section 3.3: This Trust is established to promote and support the public charitable purpose of providing for the enhanced funding of maintenance of Franklin Park. Therefore, in this Declaration of Trust and in any amendments to it, the term "park

THE FRANKLIN PARK MAINTENANCE TRUST FUND

maintenance purposes” shall be limited to and shall include only work, projects, and other efforts related to the upkeep, maintenance, or repair of Franklin Park. Activities consistent with the “park maintenance purposes” shall include, but not be limited to, routine maintenance and upkeep activities on the Common, and, where necessary, employing personnel including all necessary engineers, surveyors, clerks and other officers, including a police force should the Parks Commissioner reconstitute such force, to act in the Common, and do all acts needful under the supervision and authority of the Commissioner.

Section 3.4: The Trust may disburse funds directly to the Boston Parks and Recreation Department, under the terms of any agreement the Trustees deem necessary, to fund or reimburse park maintenance work undertaken by the Boston Parks and Recreation Department. The Trust may also disburse funds under a contract directly to any person or entity performing work for park maintenance purposes and with the express written permission by the Parks Commission to the Trust. The Trust may also disburse funds necessary to facilitate the disbursement of funds in the manner set forth above.

ARTICLE IV Amendments

Section 4.1: This Declaration of Trust may be amended at any time or times by written instrument or instruments signed and sealed by the Trustees, provided that no amendment shall authorize the Trustees to conduct the affairs of this trust in any manner or for any purpose contrary to the provisions of section 501(c)(3) of the Internal Revenue Code, or any corresponding section of any federal tax code; provided further that no amendment shall decrease the responsibilities of the Trust Manager. An amendment of the provisions of this Article IV (or any amendment to it) shall be valid only if and to the extent that such amendment further restricts the Trustees amending power. All instruments amending this Declaration of Trust shall be noted upon or kept attached to the executed original of this Declaration of Trust held by the Trust Manager.

ARTICLE V Trustee Provisions

Section 5.1: The Board of Trustees shall consist of three (3) members (the “Trustees”). One member shall be designated by the Mayor of the City of Boston. One member shall be the City Councilor *ex officio* in whose district the majority of Franklin Park is located. One member shall be designated by the Franklin Park Coalition. The Trustees shall serve in a fiduciary capacity without compensation; provided however that each Trustee may be reimbursed by the Trust for all expenses reasonably incurred by them in the performance of their duties. Each member shall be and remain a resident of the City of Boston, while in office, and may remain in office until the appointment and qualification of their successor. The

THE FRANKLIN PARK MAINTENANCE TRUST FUND

Mayor shall designate one (1) of the three (3) Trustees to serve as Chairperson of the Board.

The term of the office of each Trustee shall be two (2) years and shall expire on the second Friday in January in each even numbered year; provided, however, that the term in office of the initially appointed Trustees shall expire on January 10, 2020. Should any Trustee fail to attend three (3) consecutive meetings, he or she shall be deemed to have voluntarily vacated his or her office as Trustee. In the event that any Trustee shall vacate his or her office, withdraw, resign, die, be removed, become incapacitated or cease to hold such position without his or her successor assuming office, a substitute Trustee shall be appointed by the Mayor, if the vacancy applies to his appointed designee, the President of the City Council, if the vacancy is that of the district City Councilor ex officio, or the Franklin Park Coalition if the vacancy is its appointed designee, to serve for the unexpired portion of such Trustee's term.

No Trustee shall be required to furnish any bond or surety; nor shall any Trustee be responsible or liable for the acts or omission of any predecessor, or of any custodian, agent, depository or counsel retained or hired by the Trustees, if selected with reasonable care, except as otherwise required by law.

Section 5.2: To further the sound administration of the trust, the Collector-Treasurer of the City of Boston shall serve as Trust Manager and custodian and shall exclusively maintain the fiduciary discretion as a prudent investor for the selection of trust investments and the management of investment programs and all other necessary activities of administration regarding the trust's investment strategies and programs. The Trust Manager shall be responsible for maintaining the financial and other records of the Trust and administering and investing the Trust property for the purpose of preserving or enhancing the Trust property with all the rights and privileges and discretion pertaining to Trust management which are granted to a Treasurer by the laws of the Commonwealth of Massachusetts and City of Boston Ordinances.

Section 5.3: Indemnification. Neither the Trust Manager nor any Trustee shall be liable for, and, to the extent of its assets, this Trust shall indemnify such person against any liabilities, including actual and reasonable attorney's fees incurred in defending against such liabilities, arising out of his or her activities on behalf of and for the Trust, unless such liabilities are the result of the willful misconduct, bad faith or gross negligence of such Trustee. No Trustee shall be required to furnish any bond or surety or shall be liable for the act or omission of any other Trustee. Trustees may obtain insurance with respect to Trust activities and pay for such insurance with Trust funds.

Section 5.4: Meetings. The Board shall meet two (2) times each calendar year for the purpose of authorizing the distribution of Trust funds, if any, pursuant to Article II. The

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Board may also meet at such other times as may be designated for Special Meetings by the Chairperson.

- Section 5.5: Votes. Each Trustee shall be entitled to one (1) vote on each matter brought before the Board. Except as otherwise herein provided, the Board shall act by majority vote of the Trustees.
- Section 5.6: Quorum. A quorum shall be constituted at each meeting if at least two (2) of the Trustees are present in person.
- Section 5.7: Actions Taken By Written Consent. Any action required or permitted to be taken by the Board may be taken without a meeting if all Trustees entitled to vote consent in writing to the taking of such action without a meeting; such written consent may include the use of email, facsimile, U.S. mail or express delivery and shall be treated for all purposes as a vote at a meeting, and shall become part of the permanent records of the Board.
- Section 5.8: Not less than annually, the Trustees shall conduct a due diligence inspection of Franklin Park in person.

ARTICLE VI

Trust Manager

Section 6.1: Whereas the Trust Manager shall have responsibility for maintaining and growing the principal of the Trust, the Trust Manager shall annually report, in accordance with Article IX below, the account of the trust's investment objectives, strategies and programs to the Trustees who shall adopt by majority vote, and record, the Trust Manager's report for the fiscal year. The Trust Manager shall have the following discretionary powers:

- a) To invest and reinvest the principal and income of the trust in such property, real, personal, or mixed, and in such manner as she shall deem proper, and from time to time to change investments as she shall deem advisable, to invest in or retain any stocks, shares, bonds, notes, obligations, or personal or real property (including without limitation any interests in or obligations of any corporation, association, business trust, investment trust, common trust fund, or investment company) although some or all of the property so acquired or retained is of a kind or size which but not for this express authority would not be considered legal investments for a Trustee and although all of the trust funds are invested in the securities of one company. No principal or income, however, shall be loaned,

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directly or indirectly, to any City of Boston employee or Trustee or to anyone else, corporation or otherwise, who has at any time made a contribution to this trust, nor to anyone except on the basis of an adequate interest charge and with adequate security.

- b) To sell, lease or exchange any personal, mixed, or real property, at public auction or by private contract, for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertakings relating to the trust property, as they considers advisable, whether or not such leases or contracts may extend beyond the duration of the trust.
- c) To borrow money for such periods, at such rates of interest, and upon such terms as the Trust Manager considers advisable, and as security for such loans to mortgage or pledge any real or personal property with or without power of sale; to acquire or hold any real or personal property, subject to any mortgage or pledge on or of property acquired or held by this trust.
- d) To execute and deliver deeds, assignments, transfers, mortgages, pledges, leases, covenants, contracts, promissory notes, releases, and all other instruments, sealed or unsealed, necessary, proper or incident to any transaction in which they engage for the accomplishment of the purposes of this trust or of any of the powers herein granted.
- e) To vote, to give proxies, to participate in the reorganization, merger or consolidation of any concern, or in the sale, lease, disposition, or distribution of its assets; to join with other security holders in acting through a committee, depository, voting trustees, or otherwise, and in this connection to delegate authority to such committee, depository, or trustees and to deposit securities with them or transfer securities to them; to pay assessments levied on securities or to exercise subscription rights in respect of securities.
- f) To employ a bank or trust company as custodian of any funds or securities and to delegate to it such powers as they deems appropriate; to hold trust property without indication of fiduciary capacity but only in the name of a registered nominee, provided the trust property is at all times identified as such on the books of the trust and to hold any securities in registered or in bearer form; to keep any or all of the trust property or funds in any place or places in the United States of America; to employ clerks, accountants, investment counsel, investment agents, and contract for any special trust-related services, and to pay the reasonable compensation and expenses of all such services in addition to the compensation of the Trustees.
- g) To determine to what extent money and other property coming into their possession, in order to do justice and equity, shall be deemed principal or income, and to apportion the same between principal and income to the extent they determine.

THE FRANKLIN PARK MAINTENANCE TRUST FUND

- h) To determine in the mode in which expenses incidental to the administration of the trust shall be borne as between principal and income, and to apportion the same between principal and income.
 - i) To establish and maintain in such manner and to such extent as the Trust Manager deems necessary or proper a sinking fund or sinking funds for the payment or reduction of any mortgage upon any real estate held by them hereunder.
 - j) To amortize any premium on any bonds held as part of the trust property or to refrain from doing so as they shall determine.
 - k) To retain and hold any stock, bond or other security, any real estate or any other form of property given to them for as long a period as the Trust Manager deems advisable subject to limitations imposed upon the gifts.
 - l) To join in any merger, consolidation or reorganization of any corporation or association whose securities shall be held as part of the trust property; to pay any calls and assessments imposed upon the owner of such securities as a condition of participating therein; and to consent to any contract, lease, mortgage, purchase or sale of property, by or between such corporation and any other corporation or person.
 - m) To deposit any security with any protective or reorganization committee and to delegate to such committee such power and authority with relation thereto as the Trust Manager may deem proper, and to agree to pay, and to pay, out of the property of this trust, such portion of the expenses and compensation of such committee as the Trust Manager may deem proper.
 - n) To exercise all powers and rights of subscription or otherwise which in any manner arise out of ownership of securities held as part of the trust property.
 - o) To extend the time of payment of any obligation.
-
- p) To compromise, arbitrate, defend, enforce, release, settle or otherwise adjust claims in favor of or against the trust, including claims for taxes, and to accept any property, either in total or partial satisfaction of any indebtedness or other obligation and, subject to the provisions hereof, to continue to hold the same for such period of time as the Trust Manager may deem appropriate.
-
- q) To grant such terms of credit as they may deem proper, with or without security, upon the occasion of making any sale or disposition of any asset contained in this trust and to give and receive money in order to affect equality in price upon the occasion of making any exchange.
 - r) To make distributions in cash or in kind.

THE FRANKLIN PARK MAINTENANCE TRUST FUND

- s) To hold all or part of the trust fund not invested for such purposes and for such time as the Trust Manager may deem appropriate.

ARTICLE VII
Fiduciary Responsibility

Section 7.1: The Trustees' and Trust Manager's powers are exercisable solely in the fiduciary capacity consistent with and in furtherance of the charitable purposes of this trust as specified in Article III and not otherwise.

ARTICLE VIII

Section 8.1: In this Declaration of Trust and in any amendment to it, references to "Trustee," or "Trustees" shall mean the Trustees, whether original or successor, for the time being in office and any reference to "Trust Manager" shall mean the Collector-Treasurer.

ARTICLE IX
Accounts

Section 9.1: The Trust Manager shall submit to the Board at the first meeting of each calendar year an account of the Trust in accordance with the general laws of the Commonwealth and City of Boston ordinances pertaining to the duties and responsibilities of the Collector-Treasurer governing trusts.

Section 9.2: Any person may rely on a copy, certified by a notary public, of the executed original of this Declaration of Trust held by the Trust Manager, and of any of the notations on it and writings attached to it, as fully as they might rely on the original documents themselves. Any such person may rely fully on any statements of fact certified by anyone who appears from such original documents or from such certified copy to be the Trust Manager under this Declaration of Trust. No one dealing with any Trustee need inquire concerning the validity of anything the Trustee purports to do. No one dealing with the Trust Manager or Trustees need see to the application of anything paid or transferred to or upon the order of any Trustee of the trust.

ARTICLE X

Miscellaneous

- Section 10.1: Titles of the articles and subtitles for the sections are placed herein for reference only, and in case of any conflict, the text of this instrument, other than such titles or subtitles, shall be controlling.
- Section 10.2: This Trust shall at all times be governed by, construed, regulated and administered in all respects under the laws of the Commonwealth of Massachusetts.
- Section 10.3: This Declaration of Trust may be printed and executed in as many counterparts as deemed desirable, each of which shall be an original and to be recorded as herein provided. At least one (1) copy shall always be kept on file and open to public inspection in the Office of the City Clerk.
- Section 10.4: Executed counterparts shall be recorded in the Office of the Boston City Clerk, the Division of Public Charities of the Office of the Attorney General of the Commonwealth of Massachusetts, and the Office of the Secretary of the Commonwealth of Massachusetts. Any amendment shall take effect only when so recorded.
- Section 10.5: If any provision of this Trust or portion of such provision, or the application thereof to any person(s) or circumstance(s) is held invalid, the Trust in its entirety shall become void and not in force and effect and shall terminate in accordance with Section 3.4

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THE FRANKLIN PARK MAINTENANCE TRUST FUND

IN WITNESS WHEREOF, This Declaration of Trust is hereby made and executed as of this _____ day of _____, 2018.

Emme Handy
Collector-Treasurer
City of Boston

Witness: _____

Witness: _____

Approved as to Form:

Eugene L. O'Flaherty
Corporation Counsel
City of Boston

Then personally appeared before me the above named individuals affirmed and subscribed the within Declaration of Trust on this _____ day of October, 2018.

Notary Public: _____
My Commission expires: _____
Commonwealth of Massachusetts, Suffolk, ss.

THE ROSE FITZGERALD KENNEDY GREENWAY MAINTENANCE TRUST FUND

THE ROSE FITZGERALD KENNEDY GREENWAY MAINTENANCE TRUST FUND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS that the Collector-Treasurer of the City of Boston, hereinafter referred to as "Trustee" declares that she has received on behalf of The Rose Fitzgerald Kennedy Greenway Trust Fund the sum of Five Million Dollars (\$5,000,000.00) duly appropriated by the Boston City Council upon recommendation and approval of the Mayor of Boston, and agrees and declares for herself, that she shall hold said sum as Trustee, hereunder, for the uses and purposes, and subject to the duties and powers herein set forth.

THE ROSE FITZGERALD KENNEDY GREENWAY MAINTENANCE TRUST FUND

ARTICLE I

Name

Section 1.1: This trust shall be designated and known as "The Rose Fitzgerald Kennedy Greenway Maintenance Trust Fund" (herein referred to as "the Trust"). Its address shall be: Office of the Collector-Treasurer, One City Hall Plaza, City Hall, Boston, MA 02201.

ARTICLE II

Purpose

Section 2.1: The purpose of the Trust is to provide a source of income to support the maintenance and operation of the Rose Fitzgerald Kennedy Greenway ("the Greenway") for a period of ten years. The Greenway is an important public open space in the heart of Boston. The Trust will provide support to this important public space by setting aside City funds as principal of the Trust for a period of ten years and distributing the income derived from the principal to the Rose Fitzgerald Kennedy Greenway Conservancy ("the Conservancy"), the entity that maintains, manages, and operates the Greenway under a lease with the Massachusetts Department of Transportation.

Article III

Distribution and Use of Principal and Income; Purpose

Section 3.1: The principal and income of all property received and accepted by the Trustee to be administered under this Declaration of Trust shall be held in trust by the Trustee, and the Trustee may make payments or distributions from income only to the Conservancy (or such other entity that enters into a lease with the Massachusetts Department of Transportation to maintain and operate the Greenway) for such park maintenance purposes, within the meaning of that term as defined in Section 3.3 of this Declaration of Trust, in such amounts provided herein.

Section 3.2: This Trust shall continue for a period of ten (10) years from the date that the appropriation of \$5,000,000 into the Trust by the City of Boston is approved by the Mayor. Upon expiration of the term of the Trust, the remaining principal shall be distributed to the City of Boston to be placed in the general fund without any further restriction upon the use of such money.

Section 3.3: This Trust is established to provide income for the enhanced funding of the operation, management, maintenance, and improvement of the Greenway for a period of ten years. Therefore, in this Declaration of Trust and in any amendments to it, the term "park maintenance purposes" shall be limited to and shall include

THE ROSE FITZGERALD KENNEDY GREENWAY MAINTENANCE TRUST FUND

only work, projects, and other efforts related to the ongoing operation, upkeep, maintenance, or repair of the Greenway.

Section 3.4: The Trust may disburse funds directly to the Conservancy (or such other entity that enters into a lease with the Massachusetts Department of Transportation to maintain and operate the Greenway), under the terms of any agreement the Trustee deems necessary, to fund or reimburse park maintenance work undertaken by the Conservancy.

ARTICLE IV
Amendments

Section 4.1: This Declaration of Trust may be amended at any time or times by written instrument or instruments signed and sealed by the Trustee, provided that no amendment shall authorize the Trustee to conduct the affairs of this trust in any manner or for any purpose contrary to the provisions of section 501(c)(3) of the Internal Revenue Code, or any corresponding section of any federal tax code. An amendment of the provisions of this Article IV (or any amendment to it) shall be valid only if and to the extent that such amendment further restricts the Trustee's amending power. All instruments amending this Declaration of Trust shall be noted upon or kept attached to the executed original of this Declaration of Trust held by the Trustee.

ARTICLE V
Trustee Provisions

Section 5.1: There shall be a single Trustee, who shall be the Collector-Treasurer of the City of Boston. The Trustee shall not be required to furnish any bond or surety; nor shall the Trustee be responsible or liable for the acts or omission of any predecessor, or of any custodian, agent, depository or counsel retained or hired by the Trustee, if selected with reasonable care, except as otherwise required by law.

Section 5.2: The Trustee shall be responsible for maintaining the financial and other records of the Trust and administering the Trust property for the purpose of preserving or enhancing the Trust property with all the rights and privileges pertaining to Trust management which are granted to a trustee by the law of the Commonwealth of Massachusetts, unless otherwise restricted by the terms of this Trust.

Section 5.3: In extension and not in limitation of the common law and statutory powers of the Trustee and other powers and limitations set forth in this Declaration of Trust, and Trustee shall have the following discretionary powers:

- a) To invest and reinvest the principal and income of the trust in such property, real, personal, or mixed, and in such manner as she shall deem proper, and from time

THE ROSE FITZGERALD KENNEDY GREENWAY MAINTENANCE TRUST FUND

to time to change investments as she shall deem advisable, to invest in or retain any stocks, shares, bonds, notes, obligations, or personal or real property (including without limitation any interests in or obligations of any corporation, association, business trust, investment trust, common trust fund, or investment company) although some or all of the property so acquired or retained is of a kind or size which but not for this express authority would not be considered legal investments for the Trustee and although all of the trust funds are invested in the securities of one company. No principal or income, however, shall be loaned, directly or indirectly, to any City of Boston employee or the Trustee or to anyone else, corporation or otherwise, who has at any time made a contribution to this trust, nor to anyone except on the basis of an adequate interest charge and with adequate security.

- b) To sell, lease or exchange any personal, mixed, or real property, at public auction or by private contract, for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertakings relating to the trust property, as the Trustee considers advisable, whether or not such leases or contracts may extend beyond the duration of the trust.
- c) To borrow money for such periods, at such rates of interest, and upon such terms as the Trustee considers advisable, and as security for such loans to mortgage or pledge any real or personal property with or without power of sale; to acquire or hold any real or personal property, subject to any mortgage or pledge on or of property acquired or held by this trust.
- d) To execute and deliver deeds, assignments, transfers, mortgages, pledges, leases, covenants, contracts, promissory notes, releases, and all other instruments, sealed or unsealed, necessary, proper or incident to any transaction in which the Trustee engages for the accomplishment of the purposes of this trust or of any of the powers herein granted.
- e) To vote, to give proxies, to participate in the reorganization, merger or consolidation of any concern, or in the sale, lease, disposition, or distribution of its assets; to join with other security holders in acting through a committee, depository, voting trustee, or otherwise, and in this connection to delegate authority to such committee, depository, or trustee and to deposit securities with them or transfer securities to them; to pay assessments levied on securities or to exercise subscription rights in respect of securities.
- f) To employ a bank or trust company as custodian of any funds or securities and to delegate to it such powers as the Trustee deems appropriate; to hold trust property without indication of fiduciary capacity but only in the name of a registered nominee, provided the trust property is at all times identified as such on the books of the trust and to hold any securities in registered or in bearer form; to keep any or all of the trust property or funds in any place or places in the United States of America; to employ clerks, accountants, investment counsel, investment agents,

THE ROSE FITZGERALD KENNEDY GREENWAY MAINTENANCE TRUST FUND

and contract for any special trust-related services, and to pay the reasonable compensation and expenses of all such services in addition to the compensation of the Trustee.

- g) To determine to what extent money and other property coming into the Trustee's possession, in order to do justice and equity, shall be deemed principal or income, and to apportion the same between principal and income to the extent the Trustee determines.
- h) To determine in the mode in which expenses incidental to the administration of the Trust shall be borne as between principal and income, and to apportion the same between principal and income.
- i) To establish and maintain in such manner and to such extent as the Trustee deems necessary or proper a sinking fund or sinking funds for the payment or reduction of any mortgage upon any real estate held by the Trustee hereunder.
- j) To amortize any premium on any bonds held as part of the trust property or to refrain from doing so as the Trustee shall determine.
- k) To retain and hold any stock, bond or other security, any real estate or any other form of property given to them for as long a period as the Trustee deems advisable subject to limitations imposed upon the gifts.
- l) To join in any merger, consolidation or reorganization of any corporation or association whose securities shall be held as part of the Trust property; to pay any calls and assessments imposed upon the owner of such securities as a condition of participating therein; and to consent to any contract, lease, mortgage, purchase or sale of property, by or between such corporation and any other corporation or person.
- m) To deposit any security with any protective or reorganization committee and to delegate to such committee such power and authority with relation thereto as the Trustee may deem proper, and to agree to pay, and to pay, out of the property of this trust, such portion of the expenses and compensation of such committee as the Trustee may deem proper.
- n) To exercise all powers and rights of subscription or otherwise which in any manner arise out of ownership of securities held as part of the Trust property.
- o) To extend the time of payment of any obligation.
- p) To compromise, arbitrate, defend, enforce, release, settle or otherwise adjust claims in favor of or against the Trust, including claims for taxes, and to accept any property, either in total or partial satisfaction of any indebtedness or other

THE ROSE FITZGERALD KENNEDY GREENWAY MAINTENANCE TRUST FUND

obligation and, subject to the provisions hereof, to continue to hold the same for such period of time as the Trustee may deem appropriate.

- q) To grant such terms of credit as the Trustee may deem proper, with or without security, upon the occasion of making any sale or disposition of any asset contained in this trust and to give and receive money in order to affect equality in price upon the occasion of making any exchange.
- r) To make distributions in cash or in kind.
- s) To hold all or part of the Trust funds not invested for such purposes and for such time as the Trustee may deem appropriate.

Section 5.4: Indemnification. The Trustee shall not be liable for, and, to the extent of its assets, this Trust shall indemnify such person against any liabilities, including actual and reasonable attorney's fees incurred in defending against such liabilities, arising out of her activities on behalf of and for the Trust, unless such liabilities are the result of the willful misconduct, bad faith or gross negligence of the Trustee. The Trustee may obtain insurance with respect to Trust activities and pay for such insurance with Trust funds.

ARTICLE VI
Fiduciary Responsibility

Section 6.1: The Trustee's powers are exercisable solely in the fiduciary capacity consistent with and in furtherance of the purposes of this trust as specified in Article III and not otherwise.

Section 6.2: No fiduciary shall be liable with respect to a breach of a fiduciary duty by another fiduciary. No fiduciary shall be liable for carrying out a direction from another fiduciary which direction the fiduciary in good faith believes to be authorized and appropriate. No fiduciary shall be liable for refraining from taking an action in the absence of a proper direction from another fiduciary possessing the authority and responsibility to make such a direction.

ARTICLE VII

Section 7.1: In this Declaration of Trust and in any amendment to it, references to "Trustee" mean the Trustee, whether original or successor, for the time being in office.

THE ROSE FITZGERALD KENNEDY GREENWAY MAINTENANCE TRUST FUND

ARTICLE VIII

Accounts

Section 8.1: The Trustee shall maintain at least annually an account of the Trust in accordance with the general laws of the Commonwealth and City of Boston ordinances pertaining to the duties and responsibilities of the Collector-Treasurer governing trusts.

Section 8.2: Any person may rely on a copy, certified by a notary public, of the executed original of this Declaration of Trust held by the Trustee, and of any of the notations on it and writings attached to it, as fully as they might rely on the original documents themselves. Any such person may rely fully on any statements of fact certified by anyone who appears from such original documents or from such certified copy to be the Trustee under this Declaration of Trust. No one dealing with the Trustee need inquire concerning the validity of anything the Trustee purports to do. No one dealing with the Trustee need see to the application of anything paid or transferred to or upon the order of the Trustee.

ARTICLE IX

MISCELLANEOUS

Section 9.1: Titles of the articles and subtitles for the sections are placed herein for reference only, and in case of any conflict, the text of this instrument, other than such titles or subtitles, shall be controlling.

Section 9.2: This Trust shall at all times be governed by, construed, regulated and administered in all respects under the laws of the Commonwealth of Massachusetts.

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THE ROSE FITZGERALD KENNEDY GREENWAY MAINTENANCE TRUST FUND

IN WITNESS WHEREOF, This Declaration of Trust is hereby made and executed as of this _____ day of _____, 2018.

Emme Handy
Collector-Treasurer
City of Boston

Witness: _____

Witness: _____

Approved as to Form:

Eugene L. O'Flaherty
Corporation Counsel
City of Boston

Then personally appeared before me the above named individuals affirmed and subscribed the within Declaration of Trust on this _____ day of October, 2018.

Notary Public: _____

My Commission expires: _____

Commonwealth of Massachusetts, Suffolk, ss.