

**THIS DECLARATION OF TRUST** (hereinafter referred to as this “Agreement”) is dated effective as of \_\_\_\_\_, 202\_\_ and made by the VILLAGE of ARDEN, a Delaware incorporated municipality, as Grantor.

The Grantor, for itself and its successors and assigns, declares that it now holds the property described in “**Schedule A**” annexed to this agreement and will continue to hold, invest, reinvest and otherwise deal with that property and such other property as may be given, devised, bequeathed and otherwise transferred to the Trust for the purposes of this agreement, in trust as provided in this agreement. The trust provided for in Article I may be referred to as “**THE SCHROEDER TRUST**”.

1. **Purpose.** The trust’s assets and any income shall be used for the preservation and care of the natural spaces within the Village of Arden and to contribute to the health and survival of the woods and greens.

2. **Term.** Subject to Article 4(H) below, the Trust shall be irrevocable and perpetual to the fullest extent permitted by law.

3. **Appointment and Term of Trustees (“Stewards”)**

A. To avoid confusion with the Trustees of Arden, the fiduciaries of THE SCHROEDER TRUST shall be referred to as Stewards. The use of the term “Stewards” herein is intended to be legally synonymous with the term “Trustees”.

B. As soon as practicable, the Trust Protector (defined below) shall elect five (5) Stewards (the “Initial Stewards”).

1. The Trust Protector shall be the Village of Arden Town Assembly.
  - a. The Village of Arden Town Assembly shall be defined as those Arden residents eligible to vote per town charter that are present at an official Village of Arden Town Meeting.
2. All Stewards must be a minimum of 21 years of age.
3. No Steward may be an Officer of the Village of Arden or a Trustee of Arden.
4. At least 4 of the Stewards shall be Arden residents or leaseholders who have been Arden residents for at least two (2) years.
5. Stewards must be natural persons.

6. The Initial Stewards shall have designated terms so that two Initial Stewards shall serve three (3) years, two shall serve for four (4) years, and one shall serve for five (5) years (the “Initial Terms”). At the conclusion of the Initial Terms, Stewards shall serve five (5) year terms.
7. Initial Steward selection will be determined by the Trust Protector.
8. Replacement Steward Selection
  - a) Stewards will nominate a Steward meeting the above criteria for Trust Protector approval

C. Further, if there is a vacancy lasting longer than three (3) months, the Trust Protector shall appoint a replacement Steward to fill that vacancy for the balance of the vacant Steward’s term.

4. **Management**. The Stewards’ primary responsibilities shall be to approve or disapprove disbursements for requested projects from the Schroeder Trust Fund in a manner consistent with the Purpose set forth in Article 1 above. Any Village resident may submit to the Stewards a project request for funding by The Schroeder Trust. In addition to, and without in any way limiting, any powers or authority which the Stewards would have in the absence of this Article, the Stewards are authorized, but not required:

- A. To determine project proposal processes;
- B. To retain property in the original form received;
- C. To oversee the investment and safekeeping of the Schroeder Trust Fund.
  1. The Schroeder Trust Funds shall be invested in a manner consistent with the investment protocols and/or guidelines established by the Village of Arden.
  2. In order to minimize expenses, Stewards may, but are not required to, permit the Schroeder Trust Fund to be held within another non-profit or governmental organization’s account provided that the Schroeder Trust Fund constitutes a separate ledger item within any such account.

- D. To vote directly or by giving proxies (ministerial or discretionary) any shares of stock that may be held by the Schroeder Trust;
- E. To join in any merger, consolidation, reorganization, voting trust plan, or other concerted action of stockholders to do any act or thing necessary in connection therewith, including delegation of discretionary duties with respect thereto;
- F. To compromise claims;
- G. To retain and pay accountants, attorneys, and other assistants;
- H. To terminate the Schroeder Trust if the administrative expense of maintaining it is disproportionate to the value of the Trust's assets, but only with ratification by the Trust Protector; Any remaining funds will be returned to the Village of Arden
- I. To amend the Schroeder Trust upon a super majority of the Stewards, but only with ratification by the Trust protector, and
- J. To appoint such officers as the Stewards shall deem necessary.

5. **Other Steward Provisions**

- A. Report to the Trust Protector. The Stewards will report at each January Village of Arden Town Assembly Meeting a full accounting of the principal value of the Trust and provide details on any Trust project requests and Steward response, income and disbursement activity taking place during the immediately preceding year. In addition, the Stewards will provide information at each Village of Arden Town Assembly Meeting of any Trust activity (project requests, project approvals/denials and disbursements) since the most immediately preceding Village of Arden Town Assembly Meeting.
- B. Any Steward may renounce or resign at any time with or without cause.
- C. No Steward will be required to file a bond in any jurisdiction, or to execute any instrument appointing anyone to accept service of process, or to file inventories or accounts of any kind, except as ordered to do so by a court of competent jurisdiction, as required to do so by the Trust Protector,

and/or under a state statute not providing for release of such requirements by the creator of a trust.

- D. Any person or entity may rely on a copy of this trust agreement certified by a notary public to be a true copy of this trust agreement to the same extent as if such certified copy were the original agreement.
- E. Stewards may allocate or delegate management duties and responsibilities among a sub-group of them.
- F. Stewards may accept additional property to be added to the Trust Fund.

6. **Number of Votes Necessary to Decide Matters**

A simple majority of the Stewards shall decide all matters other than those set forth on Schedule B.

7. **Removal of Steward**

The Trust Protector may remove a Steward upon a 2/3 supermajority vote.

8. **Limitation of Liability**

No Steward shall be personally obligated to any third party for any debt, obligation or liability of the Schroeder Trust solely by reason of being a Steward.

SCHEDULE A

Village of Arden assets held by Fidelity

DRAFT

## **SCHEDULE B**

### MATTERS REQUIRING APPROVAL PROCESS OTHER THAN STEWARDS' SIMPLE MAJORITY CONSENT

- 1) Actions requiring a super majority\*:
  - a) Amendment, Termination or Merger of Schroeder Trust
  - b) Pledging Trust assets as security
  - c) Legal action against 3rd party
  
- 2) Disbursement approval for proposed projects is as follows:
  - a) Project costs and Steward approval and Trust Protector approval

<b>Project Costs</b>	<b>Vote Required to Approve</b>
\$1 - \$49,999	Steward Simple Majority
\$50,000 - \$149,000	Steward Super Majority
\$150,000 and over	Steward Super Majority and Town Protector Simple Majority

\*Supermajority of Stewards defined: Four (4) out of five (5) Stewards will be a super majority.