

## HOLCOMB FARM STEWARDSHIP FUND TRUST AGREEMENT

TRUST AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the TOWN OF GRANBY, a municipal corporation located in the County of Hartford and State of Connecticut, acting by and through its Board of Selectmen, duly authorized, hereinafter called the “Grantor”; and [the First Selectman or his or her designee], [the Town Manager] and [the Town Director of Finance], collectively referred to herein as the “Co-Trustees”.

WHEREAS, pursuant to a certain Holcomb Farm Conservation Easement dated as of October 26, 2022 (the “Conservation Easement”), which Conservation Easement has been recorded on October 26, 2022 in Volume 457, Pages 689-719 of the Granby Land Records, the Granby Land Trust, Inc., a publicly-supported tax exempt, nonstock corporation incorporated under the laws of the State of Connecticut (“GLT”) has made an initial grant to the Grantor in the amount of \$500,000 to establish a Restricted Stewardship Fund (the “Fund”) for the purposes set forth in said Conservation Easement; and

WHEREAS, Grantor wishes to perpetuate said Fund in order to effectuate the intent of GLT and the Grantor as set forth in the Conservation Easement; and

WHEREAS, Grantor has entered into this Trust Agreement in furtherance of said purposes.

NOW, THEREFORE, Grantor and the Co-Trustees hereby agree as follows:

FIRST: The Grantor does hereby transfer and deliver to the Co-Trustees the sum of Five Hundred Thousand Dollars (\$500,000), to have and to hold the same and any cash, securities or other property which the Co-Trustees may pursuant to any of the provisions hereof at any time hereafter hold and acquire, all of such property being hereinafter referred to collectively as the Holcomb Farm Stewardship Fund Trust, for the uses and purposes and upon the terms and conditions herein set forth.

SECOND: The Co-Trustees shall keep the Fund invested in any one or more undivided trust funds deposited with and managed by the Grantor. The Fund shall be managed in accordance with the Connecticut Uniform Prudent Management of Institutional Funds Act, C.G.S. Sections 45a-535 *et seq.*, as the same may be amended from time to time.

THIRD: The Co-Trustees shall collect the net income on any investments of the Fund, and during the duration of the Trust, shall, upon Grantor’s request, pay some or all of the net income, and in addition may pay so much of the principal in excess of Four Hundred Thousand Dollars (\$400,000) for such worthwhile and necessary support for the operation, maintenance and capital expenses of Holcomb Farm and other passive recreational activities conducted or authorized by Grantor at Holcomb Farm. Any annual net income not so expended shall be accumulated and added to the principal of the Fund.

FOURTH: Notwithstanding the provisions of Article Third hereof, in the event the Fund shall have a principal balance in excess of One Million Dollars (\$1,000,000) at the end of any

fiscal year of the Town, the Co-Trustees may, upon Grantor's request, expend any excess of principal over the balance of \$1,000,000 for passive recreational activities not associated with Holcomb Farm, provided that an equal distribution or expenditure shall have simultaneously been provided for the benefit of Holcomb Farm's operation and/or capital expenses.

FIFTH: In the event that Grantor shall no longer own the Excluded Land (as that term is defined in the recitals to the Conservation Easement) or use it for Agricultural Purposes (as that term is defined in Section 2.1 of the Conservation Easement), the Fund may be released to the Grantor and may be expended without restriction.

SIXTH: In the administration of the Fund and performance of their duties under this Trust Agreement, the Co-Trustees shall have the powers described in C.G.S. Sections 45a-499mmm and 45a-499nnn, respectively, and shall include all powers necessary to effectuate the purposes of this Trust Agreement. The enumeration of specific powers herein shall not be construed in any way to limit or affect the general powers herein granted.

SEVENTH: The Grantor declares that this Agreement with the Trust created hereby shall be construed and administered in accordance with the laws of the State of Connecticut.

EIGHTH: The Grantor declares that the duration of this Trust Agreement shall be indefinite and shall be effective from the date of signing of said Trust Agreement.

NINTH: The Co-Trustees shall serve in such capacity for so long as they hold their respective positions with the Town of Granby. In the event any such Co-Trustee shall no longer serve in such capacity, they shall be deemed to have resigned and the remaining Co-Trustees shall have the power to appoint a replacement Co-Trustee who shall also serve as an official or employee of the Town of Granby.

TENTH: The Grantor hereby reserves the power to alter, amend or modify this Trust Agreement at any time or from time to time by an instrument in writing, executed by the Grantor and the Co-Trustees, provided that any such amendment shall be consistent with the provisions of the Conservation Easement in effect at that time.

In witness whereof, the Grantor and Co-Trustees have executed this Trust Agreement as of the date first above written.

Grantor:

Co-Trustees:

Town of Granby

By \_\_\_\_\_

Its

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