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CERTIFY
William P. O'Donnell
WILLIAM P. O'DONNELL, REGISTER

**DECLARATION OF TRUST ESTABLISHING
THE SHIRE INDUSTRIAL PARK MAINTENANCE TRUST**

This Declaration of Trust made this 7th day of August, 2006, by Franklin Warehousing/Distribution Co., Inc., also known as Franklin Warehousing Distributing Company, Inc., a Massachusetts corporation having its usual place of business at 65 Benjamin Day Drive, Wrentham, Massachusetts 02038, (the "Declarant"). The Declarant hereby establishes this Trust, which shall hold in trust the property rights, hereinafter described and conveyed to the Trust by the Grant of Easement recorded herewith, subject to the terms and conditions of this Trust and shall perform the maintenance obligations hereinafter enumerated.

WITNESSETH THAT:

Section 1. Name: Legal Form

A. The Trust hereby created shall be known as the Shire Industrial Park Maintenance Trust, and under that name, so far as legal, convenient and practicable, shall all business carried on by the Trustees be conducted and shall all instruments in writing by the Trustees be executed.

B. The Declarant and its successors and assigns, to the extent it so designates, shall be the Declarant of said Trust, and shall have and be vested with all of the rights, powers, authority, privileges and prerogatives of the Declarant hereunder.

C. All the rights and powers conferred upon and exercisable by the Trustees hereunder, and all property interests, real and personal, tangible and intangible, conveyed to the Trustees hereunder, shall vest in the Trustees as joint tenants with right of survivorship as Trustees of this Trust, in trust to exercise, manage, administer and dispose of the same and to receive the income thereof for the benefit of the beneficiaries of this Trust.

D. It is hereby expressly declared that a Trust and not a partnership has been created and that the beneficiaries hereof are cestuis que trustent, and not partners or associates or any other relation whatever between themselves with respect to Trust property, and hold no relation to the Trustees other than of cestuis que trustent with only such rights as are conferred upon them as such cestuis que trustent hereunder and under and pursuant to applicable provisions of law.

SEE PLAN FILED IN 2006

PLAN BOOK 558 PAGE 45-48

Section 2. Purposes and Conditions.

A The purpose of this Trust is to provide an organization and procedures for the

ownership, maintenance, repair, replacement and management and responsibility for the Shared System and Shared System Property, as hereinafter defined, for the Owners of the Lots subject to this Trust, and to represent the interests of the Owners before government agencies and other public and private institutions or organizations.

B. This Trust is created for the purpose of (a) satisfying the requirements of 310 CMR 15.290-293, and (b) Special Permit Decision No. 05-04, issued by the Town of Norfolk Planning Board on October 6, 2005, granting a Special Permit for a planned multi-lot development ("PMLD") for a commercial subdivision.

C. All Owners shall automatically have a beneficial interest in this Trust. It shall be a condition of any conveyance of any Lot that this Trust be referred to in the deed, and that each Deed shall contain the language "Grantee acknowledges and agrees that the Lot is subject to the Shire Industrial Park Maintenance Trust, u/d/t dated August 7, 2006, and recorded at Norfolk Registry of Deeds at Book _____, Page _____, as it may be amended, and by acceptance and recording of this deed, the Grantee agrees to be bound by and subject to the provisions of said Trust.

Section 3. Definitions

The following terms shall have the following meanings in this document:

A. "Common Areas and Facilities" shall mean the Shared System Property, including all improvements located thereon, subject to easements and other rights reserved by the Declarant, and any and all apparatus, and installations existing for common use, and the Shared System.

B. "Common Expenses" shall mean any and all funds assessed to the Owners in accordance with the terms set forth in this Trust for the ongoing maintenance, repair, replacement and management and responsibility of the Shared System.

C. "Mass DEP" shall mean the Department of Environmental Protection and any successor agency thereto.

D. "Lot" or "Lots" shall mean Lots 1-24, inclusive, as shown on a plan entitled, "Definitive Subdivision, Shire Industrial Park", dated June 1, 2005, revised August 8, 2005 and November 15, 2005, prepared by Geller DeVellis, Inc., of 70 Walnut Street, Wellesley, MA 02481, specifically consisting of the Subdivision cover sheet, Subdivision Narrative sheet, and "Lotting Plans, sheets 1-4 of 8", prepared by Precision Land Surveying, Inc., and recorded with Norfolk Registry of Deeds as Page Nos. 11-16, in Plan Book 550, (hereinafter referred to as the "Plan").

E. "Owner" or "Owners" shall mean those individuals or entities owning the title,

from time to time, of the Lot or Lots, as set forth in Exhibit A attached hereto and incorporated herein by reference, or such subsequent Owner or Owners of those Lots to whom title to the Lots may be transferred.

F. "Shared System" shall mean the leaching areas constructed, from time to time, in the areas shown as Easement Areas 1-15 on the Plan hereinafter defined, together with all pipes, conduits, controls, ducts, plumbing, cables, equipment and other facilities for the furnishing of septic services and all sewer and drainage pipes, septic tanks and sewage disposal systems and utility conduits, lines, pipes and wires necessary to operate the Shared System; and the right and easement to use the same shall be included as part of the Common Areas and Facilities, and all pipes constituting the sewage collection system and the related appurtenances relating thereto.

G. "Shared System Property" shall mean the areas shown as Shared System Easement Areas numbered 1-15, inclusive, on a plan entitled "Shire Industrial Subdivision, Shared Septic System Easement Plan", dated June 6, 2006, as revised on June 19, 2006, prepared by Geller DeVellis, Inc. (Sheets 1-4, inclusive) and recorded herewith (the "Plan"), and as further described in a certain "Grant of Title 5 Covenant and Easement" recorded herewith, as more particularly described in Exhibit B attached hereto and incorporated herein by reference.

H. "Title 5" shall mean "The State Environmental Code Title 5: Minimum Requirements for the Subsurface Disposal of Sanitary Sewage", 310 CMR 15.0000 et seq. as amended.

I. "Grant of Easement" shall mean the Grant of Easement by Declarant to this Trust, of even date and recorded herewith.

Section 4. Trustees

A. The original Trustee hereunder upon the establishment of this Trust is the aforesaid Franklin Warehousing/Distribution Co., Inc. Said original Trustee shall remain in office as Trustee hereunder until the Election Date as hereinafter specified. In addition, to said Trustee (herein called the Original Trustee), the Declarant may designate and appoint other persons also to be Trustees hereunder.

B. For purposes hereof, the Election Date shall be the date upon which the Declarant (or its successor and/or assignee) shall own fewer than two (2) Lots. Provided further, however, in the event that Declarant conveys all of the Lots in the Subdivision to Burke Property Development, LLC, a Massachusetts limited liability company ("Burke"), with a principal place of business at 65 Benjamin Day Drive, Wrentham, Massachusetts 02038. Burke shall be considered the Declarant and Initial

Trustee of this Trust.

1. On the Election Date, the Original Trustee shall resign and there shall be elected a Board of Trustees of the Trust consisting of no less than three (3) persons and no more than five (5) persons. The persons so elected shall be owners of Lots elected by the vote of owners owning not less than fifty-one percent (51%) of the shares in this Trust and their terms of office shall commence as of the first day of the succeeding calendar year; and thereupon the terms of office of all Trustees theretofore in office hereunder shall terminate. The terms of office of the Trustees so elected shall, except as hereinafter provided, be one (1) year.

2. At each annual meeting of the Trust following the Election Date, there shall be elected as Trustees hereunder such number of persons as shall be necessary to fill all vacancies then occurring in the office of Trustee hereof by virtue of expiration of terms of office, resignation or otherwise.

C. If for any reason any vacancy in the office of Trustee shall continue for more than sixty (60) days after the occurrence of such vacancy and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Trustee hereunder or any Owner and upon notice to all Trustees and to such other, if any, parties in interest to whom the court may direct that notice be given. The foregoing provisions of this Section to the contrary notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining or surviving Trustee, subject to the provisions of the immediately following paragraph, shall continue to exercise and discharge all of the powers, discretion and duties hereby conferred or imposed upon the Trustees.

D. The following provisions shall be applicable to trustees hereunder:

1. Any Trustee may resign at any time by instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds and such resignation shall take effect upon the recording of such instrument with said Registry. After reasonable notice and opportunity to be removed from office for cause by an instrument in writing signed by the holders of 51% of the shares of this Trust, such instrument to take effect upon the recording thereof with said Registry.

2. No Trustee appointed or elected as hereinbefore provided, whether as Original Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his

Section 5. Beneficial Interest and Beneficiaries.

The beneficial interest hereunder shall consist of twenty-five (25) shares, which shall be vested and held as follows:

- A. At the time of this declaration, the Owners of each Lot shall each hold a four (4%) percent beneficial interest hereunder.
- B. Said shares are appurtenant to each such Lot, the same shall belong to the owner or owners of such Lot, and the ownership of such shares shall be neither severed nor held separately from the ownership of such Lot.

Section 6. Powers, Duties and Functions of Board of Trustees.

The Board of Trustees shall have all of the powers, duties and functions requisite for the proper maintenance, repair, replacement and management of the Shared System facilities. The powers, functions and duties of the Board of Trustees shall include, but shall not be limited to the following:

- A. To maintain, operate, repair, improve, replace as necessary, and otherwise deal with, and manage the Shared System therein and any and all pipes, conveyance, treatment and discharge of sewage waters.
- B. To take all actions with respect to governmental entities, or officials, boards or agencies thereof, which may be necessary or appropriate in relation to any of the facilities referred to in the foregoing paragraph A.
- C. In connection with the Trust Property and with the foregoing, but only consistently with and in furtherance of the foregoing purposes hereof, (i) to retain the Trust Property, or any part or parts thereof, in the same form or forms of investment in which received or acquired by them so far and so long as they shall think fit, without liability for any loss resulting therefrom; (ii) to purchase or otherwise acquire title to, and to rent, lease or hire from others for terms which may extend beyond the termination of this trust any property or rights to property, real or personal, and to own, manage, use and hold such property and such rights, (iii) to borrow or in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and own any terms, and to evidence the same by notes, bond, securities or other evidence of indebtedness, which may mature at a time or times, even beyond the possible duration of this trust, and to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing, (iv) to invest and reinvest the trust property, or any part or parts thereof and from time to time and as often as they shall see fit to change

duties hereunder, provided, however, that the holders of 51% of the shares of this Trust may by instrument in writing signed by them and delivered to the Trustee or Trustees affected require that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such instrument. All expenses incident to any such bond shall be specified in such instrument. All expenses incident to any such bond shall be charged as an expense of the Trust hereunder.

3. No Trustee appointed or elected as hereinbefore provided shall under any circumstances or in any event be held liable or accountable out of his personal assets by reason of any action taken, suffered or omitted in good faith or be so liable or accountable for more money or other property than he actually receives, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of anything except his own personal and willful malfeasance and defaults.

4. No Trustee shall be disqualified by his office from contracting or dealing with the Trustees, or with one or more of the Owners as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee shall be in any way interested be avoided, nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing contract or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established, provided the Trustee shall act in good faith and shall disclose the nature of his interest before any such dealing, contract or arrangement is entered into.

5. The Trustees, collectively, and each of them individually, shall be entitled to indemnity both out of the trust property and by the Owners against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines.

6. In any matters relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred (a) each Trustee shall have one (1) vote, and (b) the Trustees may act by a majority vote at any duly called meeting at which a quorum is present provided in Paragraph A of Section 9 hereof. The Trustees may also act without a meeting by instrument signed by Trustees entitled to a majority of the votes. Any matter as to which the Trustees then in office shall be unable to decide by a majority vote shall be referred to and decided by arbitration in accordance with the then rules of American Arbitration Association.