

**REAL ESTATE
DONATION AGREEMENT**

THIS REAL ESTATE DONATION AGREEMENT (this "Agreement") is made as of May 1st 2015, by and between Norma Johnson, a single person located at 92 Orange Avenue, St. Paul, Minnesota ("Donor"), and GREATER FROGTOWN COMMUNITY DEVELOPMENT CORPORATION, a Minnesota non-profit corporation, located at 533 Dale Street N., Saint Paul, MN 55103 (the "Recipient").

WHEREAS, Donor is the owner of real property legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Donor desires to donate the Property to Recipient pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Recipient and Donor agree as follows:

1. Agreement. Donor hereby agrees to grant, convey and sell, for the sum of One Dollar and no/100 Dollars (\$1.00) the Property to the Recipient, upon and subject to the terms and conditions hereinafter set forth.
2. Closing Date. The closing shall occur on or before May 29, 2015, or on such other date as Donor and Recipient may mutually agree (the "Closing Date").
3. Inspections by Recipient Contingency.
 - a) Within five (5) days after the date of this Agreement, Donor shall provide to Recipient all feasibility studies, soil reports, environmental reports, permits, licenses, service contracts, title policies, surveys, and other appraisals, inspections, tests, reports, studies or information in Donor's possession, if any with respect to the Property (the "Reports").
 - b) Within three (3) days after the date of this Agreement, Donor shall remove all personal property from the premises to permit a thorough inspection of building conditions, for both the house and garage, by the Recipient.
 - c) Recipient and its agents shall have the right, until the Closing Date, to enter upon the Property or any portion thereof and at Recipient's expense, make such engineering, land use, physical, market, environmental or soil tests, investigations and studies concerning the Property that they may elect to perform (collectively, the "Tests"). Recipient agrees to indemnify and hold harmless Donor from any loss, cost or expense (including reasonable attorneys' fees) for death, bodily injury or damage to the Property related to the Tests or to Recipient's or its agents presence on the Property, except to the extent attributable to the negligence of Donor or to the discovery of any preexisting defects in the Property, including the location of any Hazardous Substances (as herein defined).

Recipient's obligation to consummate the transaction contemplated by this Agreement is subject to its satisfactory review of the Reports and the Tests in its sole discretion.

4. Title. Immediately after the effective date of Approval from Recipient's Board of Directors, Recipient shall order from a title company of its choice, at Recipient's sole cost and expense, a current title commitment ("Commitment") for the Property. If, upon receipt of the Commitment, Recipient deems that title to the Property is not marketable, Recipient shall notify Donor in writing of title defects affecting the Property. Upon receipt of such written notice from Recipient, Donor must correct title defects in a manner satisfactory to Recipient (the "Cure Period"). If Donor is unable to correct said title defects as noted by Recipient and provide marketable title within the Cure Period, this Agreement shall become null and void at Recipient's sole option. Any encumbrances shown on the Commitment to which Recipient has not objected shall be deemed "Permitted Encumbrances" from and after the Closing Date.
5. Recipient Approval Contingencies. Execution of this Agreement is contingent on the following:
 - a) The positive assessment of the ability of the Recipient to finance and complete all repairs needed to make the property compliant with all applicable codes and in a marketable condition as determined by Recipient.
 - b) Action by the City of Saint Paul City Council to rescind the Order to Abate a Nuisance Building.
 - c) Approval of this agreement by the Board of Directors of the Recipient.
6. Donor's Closing Document. On the Closing Date, Donor shall execute, acknowledge (where appropriate) and deliver to Recipient the warranty deed in the form attached hereto as Exhibit B conveying the Property to Recipient dated as of the Closing Date and in form and content reasonably acceptable to Recipient.
7. Prorations. Recipient shall pay all the costs of conveyance of the Property. Recipient shall pay all real estate taxes due and payable on or after the Closing Date. Donor shall pay real estate taxes due and payable before the Closing Date and all outstanding assessments as of the Closing Date.
8. Donor's Warranties. Donor represents and warrants to Recipient as of the date of this Agreement as follows:
 - (a) Title to Property. Donor has good and marketable, fee simple title to the Property, subject only to the encumbrances set forth on the Commitment.
 - (b) Authority; Consents. Donor represents and warrants to and covenants with Recipient that, if Donor is not an individual or individuals: (i) Donor is duly organized under the laws of the state referenced in the opening paragraph to this Agreement and is in good standing under the laws of that state; (ii) Donor is duly qualified to transact business in the state where the Property is located; (iii) Donor has the power to enter into this Agreement; (iv) such documents have been duly authorized on the part of Donor and have been or will be duly executed; (v) the execution, delivery and

performance of such documents by Donor do not conflict with or result in violation of Donor's organizational documents or any judgment, order or decree of any court or arbiter to which Donor is a party; and (vi) such documents are valid and binding obligations of Donor, and are enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, creditor's rights and other similar laws. No consents or approvals from any third parties are required for Donor to perform its obligations under this Agreement.

(c) Leases. There are no leases or rights of occupancy affecting the Property.

(d) Unrecorded Agreements. To Donor's knowledge, there are no unrecorded agreements, undertakings or restrictions which affect the Property.

(e) Violations of Law. Donor has fully disclosed all notices of violation of any law, municipal ordinance or other governmental requirement affecting the Property, including without limitation any notice of any fire, health, safety, building, pollution, environmental or zoning violation, and Donor has no knowledge that any governmental authority contemplates issuing such a notice, or that any such violation exists.

(f) Condemnation. Donor has fully disclosed any notice of any condemnation or eminent domain proceedings, or negotiations for purchase in lieu of condemnation, relating to the Property, or any portion thereof; and Donor has no knowledge that any condemnation or eminent domain proceedings have been commenced or threatened in connection with the Property, or any portion thereof.

(g) Hazardous Substances.

(i) The Property (A) is not subject to any private or governmental lien or judicial or administrative notice, order or action relating to Hazardous Substances (as herein defined) or environmental problems, environmental impairments or environmental liabilities with respect to the Property and (B) to the best of Donor's knowledge, the Property is not in, or with any applicable notice and/or lapse of time, and/or failure to take certain curative or remedial actions, will not be in violation of any Environmental Laws (as herein defined).

(ii) To the best of Donor's knowledge, except as disclosed in the Reports, no Hazardous Substances are located on or have been stored, generated, used, processed or disposed of on or released or discharged from (including ground water contamination) the Property and no above or underground storage tanks exist on, or have been removed from the Property. Donor shall not allow, prior to the Closing Date, any Hazardous Substances to exist or be stored, generated, used, located, discharged, released, possessed, managed, processed or otherwise handled on the Property. It is expressly understood and agreed that Recipient does not assume or agree to be responsible for, and Donor hereby agrees to defend, indemnify and hold Recipient harmless from and against, any and all claims, obligations and liabilities and all costs,

expenses and attorney's fees incurred, based upon or arising out of any obligation, liability, loss, damage or expense, of whatever kind or nature, contingent or otherwise, known or unknown, incurred under, or imposed by: (i) any Environmental Laws as defined below (collectively, "Environmental Claims"), or (ii) arising out of any act or omission by Donor or its employees or representatives prior to the Closing Date.

As used herein, "Hazardous Substances" means any substance giving rise to liability under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601 et seq. (including the so-called "Superfund" amendments thereto), or other applicable, federal, state or local statute, law, ordinance, rule or regulation governing or pertaining to any hazardous substances, hazardous wastes, chemicals or other materials (all of the foregoing statutes, laws, ordinances, rules, regulations and common law theories being sometimes collectively hereinafter referred to as "Environmental Laws").

(h) Violations of Recorded Encumbrances. Donor has not received notice of any default by Donor under any reciprocal easement agreement, declaration of covenants, conditions and restrictions or similar document of record against the Property and shown in the Commitment.

(i) Litigation and Proceedings. No litigation or proceedings is pending or, to the best of Donor's knowledge, contemplated, threatened or anticipated, relating to the Property, or any portion thereof, except as disclosed.

If, prior to the Closing Date, Donor obtains knowledge of a fact or circumstance the existence of which would constitute a breach by Donor of its representations and warranties hereunder or would render any such representations and warranties untrue or incorrect, Donor shall promptly notify Recipient in writing of the same, and in addition to any other right or remedy that may be available to Recipient, Recipient, at its option, may terminate this Agreement without further liability by giving written notice thereof to Donor. Donor shall defend, indemnify and hold harmless Recipient from and against any loss, claim, damage or expense, including reasonable attorneys' fees, that Recipient may sustain because of the breach of any of Donor's representations and warranties, whether such breach is discovered before or after the Closing Date.

9. Recipient's Warranties. Recipient represents and warrants to Donor as of the date of this Agreement as follows:

- a) Recipient is a non-profit corporation duly organized under the laws of Minnesota, and is exempt from federal taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.
- b) There are no pending or threatened legal proceedings contemplating the liquidation or dissolution of Recipient or threatening its existence, or seeking to restrain or enjoin the transactions contemplated by this Agreement, or questioning the authority of the Recipient to execute and deliver this Agreement or the validity of this Agreement.

- c) The Recipient has authorized the execution and delivery of this Agreement.
- d) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by, or conflicts with or results in a breach of, the terms, conditions, or provisions of any evidences of indebtedness, agreement, or instrument of whatever nature to which the Recipient is now a party or by which it is bound, or constitutes a default under any of the foregoing.
- e) No member of the governing body or officer of the Recipient, has either a direct or indirect financial interest in this Agreement, nor will any officer of the Recipient benefit financially from this Agreement.

In the event that any aforesaid warranty is not true in any material respect as of the Closing Date, Donor may, at its option, by notice to Recipient, terminate this Agreement.

- 10. Broker. Donor and recipient represent to each other that they have dealt with no brokers, finders or the like in connection with this transaction, and agree to indemnify and hold each other harmless from all claims, damages, costs or expenses of or for any other such fees or commissions resulting from their actions or agreements regarding the execution or performance of this Agreement, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorneys' fees.
- 11. Further Assurances. Recipient agrees that it will execute any further documents relating to the conveyance of the Property as may be reasonably requested, by Donor including, without limitation, any documents requested by Donor relating to the filing of Donor's federal income tax returns.
- 12. Notices. Any notice, consent, waiver, request or other communication required or provided to be given under this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when delivered personally or three (3) business days after mailed by certified or registered mail, return receipt requested, postage prepaid, or one (1) business day after dispatched by nationally recognized overnight delivery service or on the same day if sent by telecopier (subject to obtaining a confirmation receipt), in any event, addressed to the party's address as shown in the introductory paragraph of this Agreement or to such party at such other address as such party, by ten (10) days' prior written notice given as herein provided, shall designate, provided that no party may require notice to be sent to more than two (2) addresses. Any notice given in any other manner shall be effective only upon receipt by the addressee.

13. Binding Effect. This Agreement binds and benefits the parties and their successors and assigns.
14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
15. Governing Law. This Agreement shall be construed under and governed by the laws of the State of Minnesota.
16. Severability. If any term of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term shall not be affected thereby.
17. Successors and Assigns. This Agreement is intended to and binds the successors and assigns of the parties hereto.
18. Survival; No Merger. The terms of this Agreement shall survive and be enforceable after the Closing and shall not be merged therein.
19. Entire Agreement; Modification. This Agreement embodies the entire agreement and understanding between Donor and Recipient, and supersedes any prior oral or written agreements, relating to this transaction. This Agreement may not be amended, modified or supplemented except in a writing executed by both Donor and Recipient. No term of this Agreement shall be waived unless done so in writing by the party benefited by such term.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the undersigned have executed this Real Estate Donation Agreement effective as of the date first above written.

DONOR:

Name: Norma Johnson
Title: Owner

RECIPIENT:

GREATER FROGTOWN COMMUNITY DEVELOPMENT CORPORATION .,
a Minnesota non-profit corporation

By: _____
Name: Jill Henricksen
Title: Director

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 4 in Stipe's Rearrangement, St. Paul, Minn.

EXHIBIT B

Form of Deed

-----[Space Above Reserved for Recording Purposes]-----

WARRANTY DEED

THIS WARRANTY DEED, is executed this ____ day of _____, 20____
by _____, a _____
("Grantor"), whose legal address is _____, to
GREATER FROGTOWN COMMUNITY DEVELOPMENT CORPORATION , INC., a
Minnesota non-profit corporation ("Grantee"), whose legal address is located at 533 Dale Street
N., Saint Paul, MN 55103

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and no/100
Dollars (\$1.00) and other good and valuable consideration in hand paid by the said Grantee, the
receipt whereof is hereby acknowledged, does hereby sell, convey, and warrant to Grantee the
following real property located in the County of Ramsey, State of Minnesota:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

, also known as 1022 West Minnehaha Ave., St. Paul, Minnesota 55103.

TO HAVE AND HOLD the same, together with all and singular the rights, hereditaments
and appurtenances to said Premises belonging or in any way incident or appertaining, subject
only to those encumbrances, restrictions or exceptions of set forth on Exhibit B hereto, if any, to
have and to hold all and singular the Premises unto Grantee, and Grantee's heirs or successors
and assigns, forever. And, Grantor does hereby bind Grantor and Grantor's heirs or successors,
executors and administrators to warrant and forever defend all and singular said Premises unto
Grantee and Grantee's heirs or successors and against every person whomsoever lawful claiming
or to claim the same or any part thereof.

[Add any other provisions required by laws of the State]

[Signature page follows]

By: _____

Name: _____

Title: _____

STATE OF MINNESOTA ___)

) ss.

COUNTY OF RAMSE (___)

The foregoing instrument was acknowledged before me on _____, 20____,
by _____, the _____ of _____, a
_____ under the laws of _____, on behalf of the
_____.

NOTARIAL STAMP OR SEAL (OR OTHER
TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER
OFFICIAL

THIS INSTRUMENT WAS DRAFTED BY
(NAME AND ADDRESS):

Tax Statements for the real property described in this
instrument should be sent to (include name and address of
Grantee):

Greater Frogtown Community Development Corporation
533 N. Dale St.
St. Paul, MN 55103

**EXHIBIT A
TO WARRANTY DEED**

Legal Description

The following described tract, piece or parcel of land situate, lying and being in the County of Ramsey, State of Minnesota _____, to wit:

Lot 4 in Stipe's Rearrangement, St. Paul, Minn.

**EXHIBIT B
TO WARRANTY DEED**

Permitted Encumbrances

[TO BE DETERMINED PURSUANT TO SECTION 4 OF THE REAL ESTATE DONATION
AGREEMENT]