

DES MOINES CATHOLIC WORKER TRUST

THIS TRUST AGREEMENT is made and entered into as of the 29th day of October, 1981, by and between FRANK J. CORDARO, single, and DAVID J. POLICH, single, as Grantors, and FRANK J. CORDARO, DAVID J. POLICH, RICHARD G. CLEAVER, LYDIA B. CAROS, and JOHN D. GUIICCESSI, JR., as Trustees.

ARTICLE I: GRANT INTO TRUST

In order to effect the purposes hereinafter set forth Grantors do hereby convey all of their right, title and interest in and to the real property described on Exhibit A attached hereto together with all improvements and fixtures now or hereafter located thereon (the real property, improvements and fixtures hereinafter referred to as the "Trust Estate") as well as all additions thereto, to the Trustees, and their successors, in trust, forever for the religious purposes and in the manner and upon the terms hereinafter set forth.

ARTICLE II: PURPOSE

The purpose of this Trust is to further the aims and goals of the Catholic worker Movement as expressed by Dorothy Day and Peter Maurin. To that end the Trustees shall use the Trust Estate to provide hospitality and refuge to the poor and oppressed and to provide a location for a Catholic Worker community.

ARTICLE III: POWERS OF TRUSTEES

The Trustees shall have all powers granted to trustees by Section 633.699 of the Code of Iowa, 1981, except subsections 4 and 6 thereof. In addition, the trustees shall have the following powers:

1. To deal with the Trust in their individual capacities in the same manner and to the same extent as individuals who are not Trustees.
2. To construe this Trust Agreement, with their construction thereof or action taken thereunder in good faith to be conclusive and binding upon all parties hereto and their successors.
3. To supply defects or omissions or reconcile any inconsistencies in this Trust and to make such modifications as in their judgment they may deem necessary to carry out the purposes hereof properly and effectively, and their judgment as to necessity shall be final.
4. To make all necessary contracts and to take such other steps as are reasonable necessary to effect the purposes of this Trust.
5. To permit on such terms as they deem advisable repairs and improvements of the Trust Estate.
6. To insure as they deem advisable against any legal liabilities of the Trust.
7. To open and maintain accounts in banks or other depositaries in the name of the Trust, provided such accounts do not draw interest, and to authorize one or more of the Trustees from time to time to withdraw and check upon such accounts.

ARTICLE IV: TRUSTEES

Each of the persons designated above as a Trustee who has executed and acknowledged this Trust Agreement shall be an initial Trustee of this Trust. Each Initial Trustee shall serve until he or she voluntarily resigns, comes under disability, dies or is removed as hereinafter provided.

A Trustee may be removed with or without cause by the unanimous vote of the remaining Trustees. Any Trustee proposing the removal of a Trustee shall notify all Trustees of the proposed removal by mailing notice to each of them at his or her address listed on the written records kept by the Trustees at the Monsignor Ligutti House of Hospitality. A proposed removal shall be voted on ten days after the mailing of the notice of the proposed removal. Each Trustee shall have one vote which shall be exercised in writing and either delivered personally or mailed by certified mail addressed to the address designated in the notice of proposed removal.

In the case of resignation, disability, death, removal or inability to act of one or more of the Trustees then the remaining Trustees or Trustee shall have full power to appoint a successor or successors; provided, however, that there shall be at all times not more than five nor less than three acting Trustees; and provided, that under such successor or successors be appointed the remaining Trustees or Trustee shall have all of the powers wherein granted to all of the Trustees.

Successor Trustees shall qualify by signing their acceptance of this Trust in writing delivered to the acting Trustees.

ARTICLE V: MEETINGS OF TRUSTEES

Except as otherwise expressly provided herein, powers of the Trustees hereunder (except for the power to remove a Trustee) shall be exercised by a majority vote of the Trustees then qualified and acting. There shall be one regular annual meeting of Trustees to be held on May 1, The Feast of St. Joseph the Worker, each and every year at the Monsignor Ligutti House of Hospitality in Des Moines, Iowa, unless the place thereof is otherwise agreed to by all of the Trustees. Meetings of the Trustees may be held at such places and at such times as they may from time to time determine in person or over the telephone or pursuant to other means of electronic or written communications. It shall not be necessary for the Trustees to assemble formally for the purpose of conducting the affairs of this Trust or exercising any other powers hereunder; their consent to any action proposed to be taken pursuant to any powers herein granted may be evidenced by a writing or telegram, setting forth the approval by any Trustee thereto or by the execution of any written instrument evidencing the taking of any action by the Trustees hereunder. No Trustee shall be required to give bond or other surety.

Minutes of the annual meetings of Trustees and any other meetings of the Trustees shall be kept by a person appointed by the Trustees. The minutes shall be kept at the Monsignor Ligutti House of Hospitality and may be inspected by any Trustee at any time.

ARTICLE VI: COMMUNITY

The members of the Catholic Worker community (as such may be constituted at any given time) shall be responsible for the upkeep, maintenance and repair of the Trust Estate during the period of their residency and shall be responsible for the payment of any taxes, utilities or other charges made against Trust Estate.

ARTICLE VII: LIMITED LIABILITY

No person serving as a Trustee shall be liable to any person or entity for any act or failure to act pursuant to the terms of this agreement except for acts of willful misconduct, misappropriation or fraud.

ARTICLE VIII: TERMINATION

The Trust herein created shall cease and terminate if the Trustees determine by unanimous consent that, for any reason, the Trust cannot continue to serve the purposes described in Article II hereof. Upon such termination, the Trustees shall convey and transfer, without consideration, all real and personal property then comprising the Trust Estate to the Roman Catholic Diocese of Des Moines. In the event that all or any portion of the Trust Estate is not accepted by the Roman Catholic Diocese of Des Moines, the Trustees shall cause such portion to be sold at either public or private sale and upon such terms and conditions as the Trustees shall deem appropriate and the proceeds there from less the expenses incurred in connection with such sale shall be given to the Roman Catholic Diocese of Des Moines.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands on the date first above indicated and the Trustees named herein do hereby, by so signing, signify acceptance of this Trust.

DATE: October 29, 1981, Grantor signatures

Trustee signatures, addresses and phone numbers

December, 2008
Current Trustees

Frank Cordaro, 1310 7th St, Des Moines, IA 50314, ph (515) 243 0765
Fr David Polich, 1312 3rd St., Perry IA 50220, ph (515) 465-4387
Jacqueline Robinson, 1317 8th St., Des Moines, IA 50314, cell ph (515) 418-2326
Mona Shaw, 713 Indiana Ave., Des Moines, IA 50414, ph (515) 282-4781
Mike Sprong, 28291 444th Ave., Marion, SD, 57043, ph (605) 925-4892

Dec 2008
Properties in Trust

Bishop Dingman CW House, 1310 – 7th St. DM IA 50314
Msgr Ligutti CW House, 1301 – 8th St., DM IA 50314
Lazarus CW House, 1317 – 8th St, DM IA 50314
Phillip Berrigan CW House, 713 Indiana Ave., DM IA 50314