

# CATHOLIC WORKER

## IOWA CITY CATHOLIC WORKER URBAN AND RURAL LAND TRUST

THIS TRUST AGREEMENT is made and entered into on the 7<sup>th</sup> day of August, 2018, by and between EMILY SINNWELL, single, as Grantor, and EMILY SINNWELL, DAVID GOODNER, and ARACELI BENITEZ MOYA, as Trustees.

### ARTICLE I: GRANT INTO TRUST

In order to effect the purposes hereinafter set forth, Grantor does hereby convey all of her right, title, and interest in and to the real property located at 1414 Sycamore Street, Iowa City, Iowa and legally described as set forth in 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 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, collectively, shall have all of the powers necessary to support the purpose of the Trust as set out in Article II, including all the powers granted to trustees under sections 633.750, 633A.4401, and 633A.4402 of the Code of Iowa, 2018.

### 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 involuntarily 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 Iowa City Catholic Worker House. A proposed removal shall be voted on no sooner than 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. Removal shall be effective immediately upon receipt of the necessary votes in favor of removal.

In the case of resignation, disability, death, removal, or inability to act of one or more of the Trustees, then the remaining Trustees shall have full power to appoint a successor or successors, which shall be by a unanimous vote of the remaining Trustees. There shall be at all times not more than nine and not fewer than three acting Trustees. Each successor Trustee shall have all of the powers herein granted to all of the other Trustees. Successor Trustees shall qualify by accepting this Trust Agreement in writing, which writing shall be 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 or terminate the Trust) shall be exercised by a unanimous vote of the Trustees then qualified and acting. There shall be at least one regular annual meeting of Trustees to be held on or before May 1, the Feast of St. Joseph the Worker, each and every year at the Iowa City Catholic Worker House in Iowa City, Iowa, unless the place thereof is otherwise agreed to by a unanimous vote of the Trustees. Meetings of the Trustees may be held at such places and at such times as the Trustees may from time to time determine and may be held in person or over the telephone or pursuant to other means of electronic or written communication. 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. The 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 Iowa City Catholic Worker House 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 the Trust Estate.

#### **ARTICLE VII: 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 Davenport, Iowa, or its successor. In the event that all or any portion of the Trust Estate is not accepted by the Roman Catholic Diocese of Davenport, 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 therefrom, less the expenses incurred in connection with such sale, shall be given to the Roman Catholic Diocese of Davenport, Iowa, or its successor.

#### **ARTICLE IX: SITUS.**

This Trust Agreement has been executed and delivered in the State of Iowa and shall be construed and administered according to the laws of that state.

#### **ARTICLE X: TAX AND LEGAL STATUS.**

This Trust shall be run on a not-for-profit basis, but shall not have tax-exempt status granted by the Internal Revenue Service of the United States, pursuant to Section 501 of the Internal Revenue Code. This Trust is not intended to be an entity subject to the filing requirements of Section 633A.5107 of the Code of Iowa (2018), and this trust agreement shall be construed as necessary to avoid its classification as such an entity, unless such interpretation shall cause the trust to be considered an entity that is generally taxable under the Internal Revenue Code.

#### **ARTICLE XI: MODIFICATION OF TRUST AGREEMENT.**

This Trust Agreement shall not be modified or changed, except by unanimous vote of the Trustees properly acting at the time of such modification or change, or as provided for in Chapter 633A of the Code of Iowa (2018), or in any other provision of Iowa law.

IN WITNESS WHEREOF, the Grantor and Trustees 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.

## GRANTOR



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Emily Sinnwell

1414 Sycamore Street Iowa City, Iowa 52240

515.729.6482

esinnwell@hotmail.com

## TRUSTEES



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Emily Sinnwell

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David Goodner

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Araceli Benitez Moya

Francisco Leon 33

Barrio de Santa Lucia

San Cristobal de las Casas

Chiapas, Mexico 29250

967.121.9736

## Properties in Trust

Sycamore Catholic Worker House, 1414 Sycamore St, Iowa City, IA 52240