

GUIDELINES FOR ACCEPTANCE OF REAL PROPERTY

Of The

JCF Real Estate Supporting Foundation

The Foundation will, under appropriate conditions, accept donations of real property, interests in real property, and interests in entities which own real property. The Foundation will accept real estate donations when a determination is made that the benefits which accrue to the Foundation predominate over possible liabilities. Factors which will be assessed include:

- Environmental matters
- Existence of soil conditions or other adverse physical conditions
- Deferred and continuing maintenance requirements
- Mortgages, liens, and other encumbrances
- Managerial responsibilities
- Potential or contingent liabilities or obligations
- Dangerous conditions
- Zoning and subdivision requirements
- Location
- Marketability

In general, gifts will be accepted when the physical condition of the real estate, its location, and the existence of continuing obligations (both monetary and managerial) associated therewith would not present material risks or burdens to the Foundation. In light of these factors for determining the suitability of a proposed gift, the following guidelines will be followed by the JCF Real Estate Supporting Foundation Gift Acceptance Committee:

1. The Gift Acceptance Committee will consider gifts in accordance with the Bylaws of the Foundation and the Procedures for the Establishment and Operation of Jewish Community Foundation funds.
2. A prospective donor shall submit a request for approval, which should be accompanied by the following, to the extent available:
 - a. Title Report
 - b. Legal description of the property
 - c. Phase 1 environmental report
 - d. Summary description of all insurance policies in force
 - e. Partnership Agreement – proof that donor has authority to transfer interest without consent of partners
 - f. Any notices from the city, county, state

- g. Information regarding costs associated with ownership of property, and agreement for donor to assume all costs until property is sold
 - h. Tenants In Common Agreement – (If applicable) to make certain that we have the right to sell this property with no stipulations
 - i. Signed Indemnity Agreement
- 3. Prior to accepting any gift of real property, the Gift Acceptance Committee may arrange for the real property to be physically inspected by representatives or agents of the Foundation
- 4. Any transfer of real property to the Foundation shall be by Warranty Deed or equivalent, although any conveyance from the foundation will be by Special Warranty Deed only.
- 5. Prospective donors will be encouraged to make gifts of real property or interest in real property which are readily saleable. If the real property is not readily saleable, the donor may be requested to provide a cash gift to the Foundation in an amount sufficient to pay for the anticipated expenses related to the ownership of the real property during the period prior to the time it can be sold.
- 6. In the case of a proposed gift of an interest in a partnership, the Gift Acceptance Committee will determine whether or not additional capital contributions will be required by the partnership within the five year period following the gift. In the event such capital contributions are anticipated, the Gift Acceptance Committee may request that the donor (1) contribute additional cash necessary to cover capital contributions, (2) execute a Promissory Note or Pledge obligating the donor or the donor's successors to make such capital contributions if and when they are declared due and payable.
- 7. Every effort will be made by the Gift Acceptance Committee to reduce or eliminate the potential for liability in the acceptance and future ownership by the Foundation of any real property or interest in real property.