

**M & M**

**THE LAW FIRM OF MULLER AND MULLER**

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**August 23, 2007**

*Via Facsimile Only 612-789-5341*

Minneapolis Fire Department, Training Dept.  
Attn: Chief Christiansen  
City Hall, 350 S 5<sup>th</sup> St., Rm 230  
Minneapolis, MN 55415

**Re: 4236 Linden Hills Blvd., Donation of House  
Madden, Todd and Tiffany**

Dear Chief Christiansen:

My client would like to donate his house to the MFD for training purposes. The house is located at 4236 Linden Hills Blvd. in Southwest Minneapolis. In previous discussions, Capt. Dewall indicated to me that the Department would be interested in accepting the donation and conducting training over a two-day period. My client's timetable calls for the MFD to be able to access the house and train during the upcoming dates between August 30, 2007 to September 6, 2007. Prior to training, my client would like to sign an agreement with the MFD covering basic issues. I have used a similar type of agreement with other clients of mine who have donated houses to other fire departments. I have enclosed a copy of the proposed agreement for your review. Please contact me directly at 612-604-5341 to co-ordinate the training times and to discuss the proposed agreement. Thanks for your consideration.

Sincerely,



Andrew P. Muller

APM:pma  
Encl/cc:file/client

**PROPERTY DONATION AND INDEMNITY AGREEMENT  
STRUCTURE(S) OF 4236 LINDEN HILLS BLVD**

THIS PROPERTY DONATION, TRAINING, & INDEMNITY AGREEMENT (“Agreement”) is made this \_\_\_ day of August, 2007 by and between the City of Minneapolis Fire Department (“MFD”) and Todd and Tiffany Madden (husband and wife) (“Owners”).

- A. WHEREAS, the MFD desires to train its firefighters by conducting training exercises in and upon the house and/or structures located on the residential property of Owners, which training will result in the burning and destruction of said house and/or structures;
- B. WHEREAS, the Owners and the public-at-large will benefit from the enhanced training of the MFD arising from this Agreement;
- C. WHEREAS, the Owners desire to donate the house and/or structures located on the residential property of Owners for purpose of training of MFD firefighters;

NOW THEREFORE, upon the foregoing and subject to the following, the MFD and Owners do agree as follows:

- 1. The foregoing recitals are true and correct and shall be deemed to be a part of this Agreement.
- 2. Owners warrant that Owners own in fee simple the real property described as: Lot 10 Block 5 First Division of Remington, Hennepin County, Minnesota, and located at: 4236 Linden Hills, Blvd., Minneapolis, MN. 55410 (the “Real Property”), subject to a mortgage-back loan in the name of U.S Bank, N.A. (“Lender”).
- 3. Owners warrant that Lender’s security in the Real Property does not extend to the value of the house and/or structures that presently stand on the Real Property.
- 4. Owners warrant that they have the legal right to demolish the house and other structures on the Real Property and hereby authorize the MFD to partially and/or fully demolish said house and/or other structures for training purposes.
- 5. Owners will indemnify and hold harmless the MFD from any liability arising out of any absence or deficiency in Owner’s right or Owner’s authority to demolish the house and structures upon the Real Property as stated herein.
- 6. Following donation of the house and/or other structures on the Real Property, the MFD will assume responsibility to secure said house and structures during such time as the MFD has actual possession of the same. Further, MFD will comply with all applicable laws and regulations in conducting the training provided for herein, including, those laws that apply to removal of debris and securing the premises and structures subsequent to training.
- 7. Subsequent to the training called for herein, Owners shall immediately cause the remains of the house and structures on the Real Property to be fully demolished and removed.
- 8. Prior to the training called for herein, Owners shall follow the reasonable directives of the MFD to disconnect the utilities, remove hazardous materials (including heat oil, and

asbestos if necessary) and further remove all items from the house or structures on the Real Property that Owners may wish to preserve from destruction or damage.

9. In connection with this Agreement, MFD agrees to execute IRC form 8283 regarding Non-Cash Charitable Contributions and to acknowledge the dollar amount of the donation set forth therein as determined by a duly licensed appraiser; provided, however, the MFD makes no opinion regarding the validity of said value of donation amount and shall have no liability if said value of donation amount is deemed to be inaccurate by the IRS or similar government entity.
10. Other than as provided for expressly herein, Owners assume no liability for any injury or harm arising from the actions of the MFD taken in connection with this Agreement or in connection with any other matter.
11. Prior to commencement of training the MFD shall communicate with Owner regarding the scope the training to be conducted, the time of commencement and the estimated time of completion.

**OWNERS, 4236 LINDEN HILLS, BLVD.,  
MPLS, MN. 55410**

Date: \_\_\_\_\_

\_\_\_\_\_  
Todd Madden, Owner

Date: \_\_\_\_\_

\_\_\_\_\_  
Tiffany Madden, Owner

Date: \_\_\_\_\_

**MINNEAPOLIS FIRE DEPARTMENT**

By: \_\_\_\_\_  
[Print Name] \_\_\_\_\_  
Its: \_\_\_\_\_

Individual(s) to Individual(s)

No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required Certificate of Real Estate Value No. \_\_\_\_\_

Date \_\_\_\_\_

County Auditor \_\_\_\_\_

By \_\_\_\_\_

Deputy \_\_\_\_\_

(reserved for recording data)

DEED TAX DUE: \$ 2635.<sup>00</sup>  
Date: July 30, 2007

FOR VALUABLE CONSIDERATION, John T. Engelen and Judy K. Blaseg, husband and wife Grantor(s), hereby conveys and warrants to Todd Madden Grantee, real property in Hennepin County, Minnesota, described as follows:

**Lot 10, Block 5, First Division of Remington Park, Hennepin County, Minnesota.**

PID: 08 028 24 41 0008

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: Building and zoning laws, ordinances, state and federal regulations; Restrictions relating to use or improvement of the property without effective forfeiture provisions; Reservation of any mineral rights by the State of Minnesota; Utility and drainage easements which do not interfere with existing improvements.

Check box if applicable:

- The Seller certifies that the seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described property have not changed since the last previously filed well disclosure certificate.

Affix Deed Tax Stamp Here

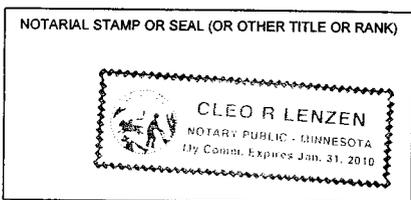
John T. Engelen  
John T. Engelen  
Judy K. Blaseg  
Judy K. Blaseg

STATE OF MINNESOTA )  
COUNTY OF HENNEPIN ) ss.

This instrument was acknowledged before me on July 30, 2007 by John T. Engelen and Judy K. Blaseg, husband and wife.

[Signature]  
Signature of Notary Public or other Official

Check here if part or all of the land is Registered (Torrens) [ ]



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

Grantees:  
Todd Madden  
4236 Linden Hills Boulevard  
Minneapolis, MN 55410

(rev. 11/30/05)

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)  
Burnet Title  
5151 Edina Industrial Boulevard, Suite 500  
Edina, MN 55439  
File # 7-10874  
Production # 422506