

LOT DONATION AGREEMENT

THIS LOT DONATION AGREEMENT (this “**Agreement**”) is made as of _____, 2023, by and between **City of Grand Rapids**, a Minnesota municipal corporation (“**City**”), and **Grand Itasca Clinic and Hospital**, a Minnesota nonprofit corporation (“**GICH**”).

RECITALS

A. City owns the Itasca Calvary Cemetery (the “**Cemetery**”) located at 1700 State Highway 169 East, Grand Rapids, Minnesota.

B. GICH has requested that City donate to GICH certain lots in the Cemetery for use as infant burial sites by GICH patients who experience early (pre-20 week) miscarriage (collectively, the “**Donation Purpose**”), and City desires to make such donation, all subject to the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and GICH agree as follows:

1. Recitals; Exhibits. The recitals above are true and correct, and the recitals above and the attached exhibit are incorporated herein by reference.

2. Donation. On or about the date hereof, City will transfer to GICH ownership of the six (6) lots in the Cemetery described on Exhibit A attached hereto (the “**Lots**”), at no cost to GICH and pursuant to a mutually acceptable transfer document.

3. Lot Use. GICH may use the Lots for the Donation Purpose, it being understood that each Lot may be used as burial sites for multiple infants. City will cooperate with and not charge any fees or charges to GICH or its patients for such use.

4. Lot Maintenance/Costs. While the Lots are owned by GICH, City will maintain the Lots in a manner consistent with past practice and not charge GICH or its patients any fees or charges with respect to the Lots.

5. Future Transfers. While it is the intent of the parties that the Lots be owned by GICH and used in the manner described in Section 3 above, City will cooperate with GICH if it elects to transfer ownership of any unused Lot to its patient and will take all reasonable steps necessary to facilitate such transfer, all without cost to GICH or its patient. In addition, GICH may elect from time to time to transfer any unused Lot back to the City at no cost to GICH.

6. Notices. Any notice, request or other communication hereunder must be in writing (which may include email) and will be effective if sent to a party at the notice address under its signature block below or such other address as such party may provide from time to time

7. Miscellaneous. This Agreement may be executed in counterparts and by electronic means (including using DocuSign or through email delivery of signed signature pages). There are no third-party beneficiaries of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Lot Donation Agreement effective as of the date first set forth above.

“City”

“GICH”

City of Grand Rapids,
a Minnesota municipal corporation

Grand Itasca Clinic and Hospital,
a Minnesota nonprofit corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Notice address:

Grand Itasca Clinic and Hospital
1601 Golf Course Rd
Grand Rapids, MN 55744
Attn: Gretchen Danielson
Email: gretchen.danielson@fairview.org

Notice address:

City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662
Attn: Matt Wegwerth, Public Works
Director/City Engineer
Email: mwegwerth@grandrapidsmn.gov

EXHIBIT A

Lot Description

Section – Calvary A

Block – 25

Graves – 9, 10, 11, 22, 23 and 24