

DONATION AGREEMENT

This Donation Agreement (“**Agreement**”) is made this ____ day of _____, 2025 by and between the City of Pipestone, a Minnesota municipal corporation (“**City**”), and Robert H. Meinders, (“**Donor**”) (together with the City referred to herein as the “**Parties**” or each a “**Party**”).

Recitals

WHEREAS, the Donor is the owner in fee simple of real estate located in the City of Pipestone, Pipestone County, Minnesota (PID 18.645.2100), legally described as follows:

Lots Twenty (20) and Twenty-one (21), in Block Six (6), Nichol’s Addition to the City of Pipestone, County of Pipestone, State of Minnesota;

and

Lots Twenty-two (22), Twenty-three (23), and Twenty-four (24), all in Block Six (6) of Nichol’s Addition to the City of Pipestone, County of Pipestone, State of Minnesota; together with an easement for the use of the party wall on or along or in close proximity to the North line of said Lot 22 as described in that certain deed recorded in the office of the Pipestone County Recorder as Document No. 190615.

(“**Property**”); and

WHEREAS, the Donor is also the owner of the building on the Property known as the Meinders Community Library (“**Library Building**”); and

WHEREAS, the Donor has approached the City and has offered to donate the Property and the Library Building to the City; and

WHEREAS, the City has agreed to accept the donation of the Property and the Library Building in accordance with the terms and conditions contained herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

1. Recitals. The Recitals as set forth above in the preamble to this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

2. Offer/Acceptance. In consideration of the mutual agreements between the Donor and the City contained herein, the Donor agrees to donate to the City the Property and the Library Building, referred to herein collectively as the “Donated Property,” and the City agrees to accept the donation of the Donated Property from the Donor.

3. Value of Donated Property. The Parties agree that for taxation purposes the value of the Donated Property shall be the property tax value of the Property and the Library Building as of the date of Closing or as otherwise determined by an appraisal conducted by an appraiser mutually agreed upon between the parties and paid for by Donor.

4. Consideration. In exchange for the Donated Property, the City agrees to the following:

- A. The City will continue to use the Library Building as a public library, and it will be identified as “The Meinders Community Library” for a minimum of 15 years, unless the City’s library is moved to a larger and more technologically advanced building.
- B. The City will erect, at its sole expense, a physical sign honoring the Donor. The City will provide the design and specifications of said sign to the Donor for the Donor’s review and acceptance prior to the City’s creation and installation of said sign.
- C. The Parties agree that the underlying purpose of this Agreement is to provide the Donated Property to the City for the continued and perpetual use and maintenance of a City library. The City shall exercise its discretion in determining what activities to allow on the Property so long as the primary purpose shall be for library purposes.

5. Contingencies. This Agreement is contingent upon the satisfaction of the following conditions:

- A. Condition of title being satisfactory to the City following the City’s examination of title as provided for in Section 8 of this Agreement.
- B. The approval of this Agreement by the City of Pipestone City Council.

The Parties shall have until the Closing Date, as herein defined, of the donation of the Donated Property (“**Closing**”) to satisfy the foregoing contingency. If the contingencies are duly satisfied or waived in writing by the City, then the City and the Donor shall proceed to close the transaction as contemplated herein. If, however, any of the contingencies are not timely satisfied and are not waived in writing by the City, then this Agreement shall thereupon be void, at the option of the City. If this Agreement is voided, then the City and the Donor shall execute and deliver to each other a termination of this Agreement.

6. Closing Date. The Closing shall take place on or before _____, 2025 (the “**Closing Date**”), unless otherwise mutually agreed upon by the Donor and the City. The Closing shall take place at _____, or such other location as mutually agreed upon by the Donor and the City.

7. Documents To Be Delivered At Closing. The Donor agrees to deliver the following

documents to the City at Closing:

- A. A duly recordable warranty deed conveying marketable fee simple title to the Property to the City;
- B. An affidavit from the Donor sufficient to remove any exception in the City's policy of title insurance for mechanics' and materialmen's liens and rights of parties in possession;
- C. Affidavit of the Donor confirming that the Donor is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code;
- D. A completed Minnesota Well Disclosure Certificate;
- E. Any notices, certificates, and affidavits regarding any private sewage systems, underground storage tanks, and environmental conditions as may be required by Minnesota statutes, rules, or ordinances; and
- F. Customary affidavits, certificates and such other documents as the City may request to carry out this transaction.

8. Examination Of Title; Curing Title Defects. The Donor will provide to the City any available title records in his possession. The Donor will obtain a commitment for title insurance or any other title report the City deems necessary to close the contemplated transaction ("**Title Evidence**") for the Donated Property, and the City shall have 20 business days after receipt thereof to examine the same and to deliver written objections to title, if any, to the Donor, or the City's right to do so shall be deemed waived. The Donor shall have until Closing to make title marketable at the Donor's cost. In the event that title to the Property cannot be made marketable or is not made marketable by the Donor by Closing, then this Agreement may be terminated at the option of the City.

9. Real Estate Taxes And Special Assessments. General real estate taxes and special assessments pending, certified, levied, or constituting a lien against the Property as of the Closing Date, including without limitation any installments of special assessments including interest payable with general taxes shall be prorated between the Donor and the City as of the Closing Date. The City shall pay all delinquent real estate taxes and special assessments.

10. Closing Costs And Related Items. The Donor shall be responsible for the following closing costs and related items: (a) all charges relating to the filing of any instrument required to make title marketable, (b) any appraisal fees that may be incurred as part of this transaction and as requested by Donor, and (c) Donor's own legal fees associated with this transaction. The City shall be responsible for the following costs and related items: (a) premiums required for issuance of the City's title insurance policy, if purchased by the City; (b) any costs of preparation of the Title Evidence, including any abstracting fees and fees for standard searches with respect to the Donor and the Property; (c) any state deed tax and conservation fee with respect to the warranty deed; (d) its own legal fees associated with this transaction; (e) all other recording fees; fees of any soil tests, environmental assessments, inspection reports, or other tests or reports ordered by the City in

connection with its acquisition of the Donated Property; and (f) the closing fees charged by the title company or closer.

11. AS-IS Transfer. Notwithstanding anything contained in this Agreement to the contrary, the City will examine the Donated Property and all matters affecting or relating to the transaction contemplated by this Agreement as the City deems necessary. In entering into this Agreement, the City has not been induced by and has not relied upon any written or oral representations, warranties or statements, whether express or implied, made by the Donor or any affiliate, agent, employee or other representative of the Donor or by any broker or any other person representing or purporting to represent the Donor with respect to the Donated Property, its condition, or any other matter affecting or relating to the transaction contemplated hereby, other than those expressly set forth in this Agreement. The City acknowledges and agrees, except that as expressly set forth in this Agreement, that Donor makes no representations or warranties whatsoever, whether express or implied or arising by operation of law, with respect to the Donated Property or its condition. The City agrees that the Donated Property will be sold and conveyed to, and accepted by, the City at the Closing in its then-existing condition, as-is where-is, with all faults, and without any written or verbal representations or warranties whatsoever, whether express or implied or arising by operation of law, other than as expressly set forth in the Agreement. The City acknowledges that it has knowledge and expertise in financial and business matters that enable the City to evaluate the merits and risks of the Donated Property and the transaction contemplated by this Agreement.

12. Donor's Warranties. The Donor has the legal capacity and is authorized to enter into this Agreement. The Donor warrants that there has been no labor or material furnished to the Property for which payment has not been made. The Donor agrees not to place any liens or encumbrances on the Property after the date of execution of this Agreement. The Donor warrants that there are no known tenants or third parties entitled to possession of all or any portion of the Property and there are no leases, oral or written affecting all or any portion of the Property. The Donor has not filed, voluntarily, or involuntarily for bankruptcy relief within the last year under the United States Bankruptcy Code or has any petition for bankruptcy or receivership been filed against the Donor within the last year. These representations shall survive Closing for a period of six months.

13. Broker Commissions. The City and the Donor represent and warrant to each other that there is no real estate agent or broker involved in this transaction with whom either has negotiated, or to whom either has agreed to pay any agent or broker commission or fees. Each party agrees to defend, indemnify, and hold harmless the other for any and all claims for any agent or brokerage commissions or fees in connection with negotiations for conveyance of the Property arising out of any alleged agreement or commitment or negotiation by the indemnifying party.

14. No Merger or Representations, Warranties. The representations and warranties contained in this Agreement will not be merged into any instrument or conveyance delivered at the Closing, and the parties shall be bound accordingly.

15. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties and no other agreement prior to this Agreement shall be effective except as expressly set forth or incorporated herein. Any amendment hereto shall not be effective unless in writing and executed by both parties or their respective successors or assigns.

16. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

17. Notice. Any notice, demand, request or other communication which may or shall be given or served by the parties shall be deemed to have been given or served on the date the same is deposited in the United States Mail, registered or certified, postage prepaid and addressed as follows:

a. If to the City: City of Pipestone
 119 2nd Ave. SW
 Pipestone, MN 56164
 Attn: City Administrator

 with a copy to: Town Law Center PLLP
 1250 Wayzata Boulevard E, Unit #1065
 Wayzata, MN 55391

b. If to the Donor: Robert H. Meinders

or such other address as either party may give to another party in accordance with this Section.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original, and all of which are identical.

19. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

20. Waiver. The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or another provision of this Agreement.

21. Independent Review. The Donor warrants to the City that he has undertaken an independent review of the transaction contemplated herein, and has, to the extent necessary, engaged the services of professional advisors to determine the availability of any tax benefits which may be realized upon completion of this transaction. The City makes no warranties about any tax benefit which may be received, and the Donor hereby waives any claims against the City related to any such benefits which may or may not be realized upon completion of this transaction. Notwithstanding the foregoing, upon request, the City agrees to acknowledge, in writing on all relevant tax forms, the Donor's donation to the City and the value thereof as provided in Section 3 hereof.

[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]

IN WITNESS WHEREOF, the Donor and the City have executed this Agreement as of the date first written above.

ROBERT H. MEINDERS

Robert H. Meinders

STATE OF MINNESOTA)
) ss:
COUNTY OF PIPESTONE)

This instrument was acknowledged before me on the _____ day of _____, 2025,
by Robert H. Meinders, as the Donor.

Notary Public

NOTARIAL STAMP OR SEAL

By: _____
Dan Delaney, Mayor

[illegible]

Notary Public

THIS INSTRUMENT DRAFTED BY:
Town Law Center PLLP (JMH)
1250 Wayzata Boulevard E, Unit #1065
Wayzata, MN 55391
(612) 361-7041