

Green Sheet NO: 3088896

Department/Office/Council: PR - Parks and Recreation	Date Initiated: 19 NOV 2009
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Contact Person & Phone: Mike Hahm 266-6409
Must Be on Council Agenda by (Date):
Doc. Type: OTHER AGREEMENT/CONTRACT
E-Document Required: Y
Document Contact: Contact Phone:

➔

**Assign
Number
For
Routing
Order**

	<u>Department</u>	<u>Sent To Person</u>	<u>Initial/Date</u>
0	Parks and Recreation		
1	Parks and Recreation	Department Director	
2	City Attorney	City Attorney	
3	Financial Services	Director	
4	Mayor's Office	Mayor	
5	City Clerk	City Clerk	

Total # of Signature Pages ____ (Clip All Locations for Signature)

Action Requested:
Approval and execution of donation agreement between the City of St. Paul and the Pedro Family for the donation of the Pedro property located at 124 10th St. E, 114 10th St. E. and 104 10th St E. in downtown Saint Paul.

Recommendations: Approve (A) or Reject (R):

_____ Planning Commission

_____ CIB Committee

_____ Civil Service Commission

Personal Service Contracts Must Answer the Following Questions:

- Has this person/firm ever worked under a contract for this department?
Yes No
- Has this person/firm ever been a city employee?
Yes No
- Does this person/firm possess a skill not normally possessed by any current city employee?
Yes No

Explain all yes answers on separate sheet and attach to green sheet.

Initiating Problem, Issues, Opportunity (Who, What, When, Where, Why):

RECEIVED

Advantages If Approved:

NOV 20 2009

CITY ATTORNEY

Disadvantages If Approved:

Disadvantages If Not Approved:

Total Amount of Transaction:	Cost/Revenue Budgeted:
Funding Source:	Activity Number:
Financial Information: (Explain)	

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement") is made as of ^{Nov 24} ~~October~~ __, 2009, by and between the City of Saint Paul, a home rule charter city ("Donee"), and Greenbrier Woods, Carl Pedro Jr Trustees, Eugene Pedro, a single person, Marilyn Pitera a single person, and Carl Pedro Jr. and his spouse Josephine L. Pedro (collectively the "Donor").

WHEREAS, Donor owns property which is located in an area where the City desires to develop a park in the future; and

WHEREAS, Donor has generously agreed to donate a portion of that property to the City for use as a park;

Now, therefore, parties hereby agree as follows:

1. Donation of Property. Donor agrees to donate, give, transfer and convey to Donee, and Donee agrees to accept from Donor, the real property located at 124 10th St. E, 114 10th St. E, and 104 10th St. E, St. Paul, in Ramsey County, Minnesota, legally described on the attached Exhibit A (the "Land"), together with all easements and rights related to the Land and all improvements, if any, on the Land (collectively, the "Property").

2. Purchase Price; Costs.

2.1 The total purchase price (the "Purchase Price") to be paid by Donee to Donor for the Property shall be zero dollars (\$0.00). In return for the donation of the Property the Donee has agreed to name the resulting park in honor of the Pedro family, listed above (collectively "Donor") by inclusion of the name "Pedro". Possible names would include "Pedro Park", "Pedro Plaza" or "Pedro Square".

2.2 Donee will pay the cost of recording all documents necessary to place record title in the name of the Donor. Donor shall pay all state deed tax regarding the Warranty Deed to be delivered by Donor under this Agreement. General real estate taxes payable in all years prior to 2009 will be paid by Donor. Donee will pay all general real estate taxes payable in all subsequent years. All special assessments levied, pending or assessed against the Property as of the Closing Date will be assumed by Donee.

2.3.1 For taxes payable in 2009, Donee will reimburse Donor for taxes paid to date upon the execution of this agreement. Donee will assume responsibility for facilitating direct payment of taxes due following the execution of the agreement.

2.3 All other operating costs of the Property, if any, will be allocated between Donor and Donee as of the Closing Date, so that Donor pays that part of such other operating costs incurred before or payable with respect to the period prior to the Closing Date, and Donee pays that part of such operating costs incurred or payable with respect to the period from and after the Closing Date.

3. Use of Property. The Property is improved with an unoccupied building. The Donor is conveying the Property to the Donee for the sole use as a park. The Donor acknowledges that the Donee has no present budget to convert the Property into a park in the foreseeable future and that the Property may remain in its current condition for an indefinite period of time, and Donee is permitted to do so until such time as the Donee makes specific plans for a park and obtains the necessary financing for the park improvements. If Donee has not obtained the financing within a period of five years for the entire Park plan, it will convert the donated parcel to parkland consistent with this Agreement.

4. Environmental Study.

4.1 Donor shall allow Donee, and Donee's employees, agents and contractors, access to the Property without charge and at all reasonable times prior to the Closing Date for the purpose of investigation and testing, which shall include, but not be limited to, surveys, soil borings, and environmental investigation and testing. Donee shall pay all costs and expenses of such investigation and testing, and shall advise Donor of the results of the testing. Donor shall provide Donee access to any environmental studies and reports, soils and geotechnical studies or reports, and other documents in its possession relating to the Property.

4.2 Donee may terminate this Agreement prior to Closing if the results of the studies so warrant. Upon termination, neither party shall have any further rights or obligations under this Agreement.

4.3 Donee agrees that the property is being donated in as-is condition and that subsequent to the closing that it will make no claim for damages, clean-up costs or other expenses related to any required clean-up of the property required due to the environmental testing, and will defend, indemnify and hold harmless the Donor from any claims of third parties resulting from environmental issues related to the soil and subsoil. Donee will additionally indemnify and hold harmless the Donor from any claims of third parties resulting from circumstances which transpire on dates subsequent to the closing of the real estate transition.

5. Closing. The closing of the donation contemplated by this Agreement (the "Closing") shall occur on or before November 30, 2009 (the "Closing Date"). The Closing shall take place at the offices of the City Attorney, 400 City Hall, St Paul, Mn 55102, or at such other place as Donor and Donee may agree. A Warranty Deed conveying the Property to Donee, free

and clear of all liens and encumbrances, shall be delivered to Donee by Donor on the Closing Date. The Closing may be the subject of a separate agreement between the parties.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

7. Notices. Any notice required or permitted hereunder shall be given by either (i) personal delivery upon an authorized representative of a party hereto, or (ii) United States registered or certified mail, return receipt requested, postage prepaid, or (iii) facsimile copy followed by mailed notice, or (iv) a nationally recognized, reputable overnight courier, in each case properly addressed as follows:

If to Donee: City of Saint Paul, Minnesota
Attn: Mike Hahm, Director of Parks and Recreation
400 City Hall Annex
25 West 4th Street
St. Paul, Minnesota 55102
Fax #: 651- 266-8709

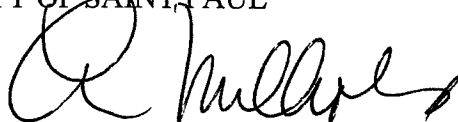
If to Donor: Carl S. Pedro
Fax #: 651-653-8266

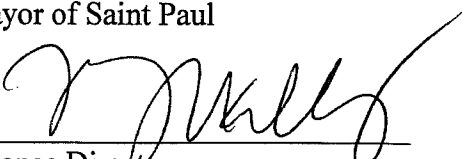
Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit, as aforesaid; provided, however, that if notice is given by deposit, the time for response to any notice by the other party shall commence to run one business day after any such deposit. Any party may change his or its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.

8. Governing Law. This Agreement is to be construed and enforced according to and governed by the laws of the State of Minnesota.


9. Counterparts. This Agreement may be executed in any number of counterparts, which counterparts when considered together shall constitute one and the same agreement.

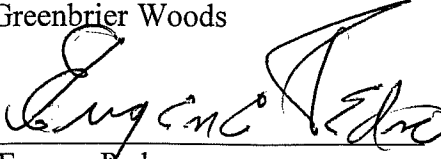
CITY OF SAINT PAUL

By: 
Mayor of Saint Paul

By: 
Finance Director

DONOR

By: 
Greenbrier Woods

By: 
Eugene Pedro

By: [Signature]
Director of Parks and Recreation

By: [Signature]
Marilyn Pitera

By: [Signature]
City Clerk

By: [Signature]
Carl Pedro, Jr.

By: [Signature]
Assistant City Attorney

By: [Signature]
Josephine L. Pedro

EXHIBIT A

Legal Description of Property

Lot 1,

Lot 2,

Lot 3,

All located in Lamprey's Subdivision of Part
of Block 11, Robert and Randall's Addition
to St. Paul, Ramsey County, Minnesota