

To: HONORABLE MAYOR AND CITY COUNCIL.

FROM: Dave Maroney, Director of Economic Development and Planning.

SUBJECT: Mayo Clinic Health System Property Transfer.

DATE: January 12, 2016.

BACKGROUND.

To complete redevelopment of the former Hospital site Mayo proposes to transfer ownership of the parking lot property located south of the Clinic access to the City of Cannon Falls – see the accompanying documents including *(a) Real Estate Sale Agreement; (b) Commitment for Title Insurance; and (c) Settlement Statement*. One item that is pending completion is to “void” the Reciprocal Parking Lot Easement dated December 26, 1989 so that the City can use this property to develop a neighborhood park as planned.

REQUESTED COUNCIL ACTION.

The City Council is asked to approve the *Real Estate Sale Agreement* pursuant to the accompanying Resolution and contingent upon correcting the Reciprocal Parking Lot Easement.

**REAL ESTATE
SALE AGREEMENT**

THIS AGREEMENT shall be effective as of _____, 2015. The parties to this Agreement are **Mayo Clinic Health System—Cannon Falls**, a Minnesota nonprofit corporation (“**Mayo**”), located in Cannon Falls, Minnesota, and the **City of Cannon Falls** (“**Purchaser**”).

**ARTICLE I
PURCHASE AND SALE**

1.1 In consideration of the mutual promises of the parties, Mayo agrees to donate and Purchaser agrees to accept all of Mayo’s interest in the real property in Goodhue County, Cannon Falls, Minnesota, legally described on Attachment A together with all improvements located thereon and the personal property, if any, as follows: None (the “**Property**”).

**ARTICLE II
PURCHASE PRICE**

2.1 Seller desires to donate the Property to Purchaser and Seller desires that the donation be characterized as a “charitable contribution” as defined in the applicable provisions of the Internal Revenue Code of 1986, as amended (the “**Internal Revenue Code**”), and the Treasury Regulations promulgated thereunder.

**ARTICLE III
TITLE**

3.1 Mayo will convey title to the Property by Limited Warranty Deed, free and clear of any and all liens, mortgages, pledges, security interests, leases, charges, encumbrances, easements, joint ownerships, or restrictions of any kind, except for Permitted Title Exceptions as set forth in Attachment B.

3.2 Mayo, within a reasonable time after acceptance of this Agreement, shall furnish to Purchaser a Commitment for Title Insurance for the Property.

3.3 Purchaser shall be allowed five (5) business days after receipt of the Commitment for Title Insurance for making any objections. Objections must be made in writing or shall be deemed waived. If Purchaser fails to object within such period, the condition of title to the Property as stated in the Commitment for Title Insurance shall be deemed approved. If Purchaser objects to any title matters and Mayo is unable to satisfy such objections prior to the Closing Date, Purchaser shall have the option and exclusive remedy on the Closing Date either to terminate this Agreement in writing or to waive such objections and to close the purchase of the Property.

**ARTICLE IV
CLOSING**

4.1 The Closing shall be held on or before _____, 20__, at 8:00 a.m., in the offices of Mayo, or at such other place and time as Mayo and Purchaser shall mutually agree upon in writing. The date and hour of closing are referred to as the “**Closing Date.**”

4.2 At the Closing:

- a) Subject to Purchaser’s performance, Mayo shall execute and deliver to Purchaser the following: 1) a Limited Warranty Deed conveying title to the Property, subject only to the Permitted Title Exceptions set forth in Attachment B; and 2) a standard form Seller’s Affidavit.
- b) Mayo shall pay for all general ad valorem real estate taxes due and payable in 2014 and all prior years. General ad valorem real estate taxes that are due and payable in 2015 shall be prorated as of the Closing Date. All general ad valorem real estate taxes and any special assessments that are due and payable post-closing date in 2015 and subsequent years shall be paid by Purchaser. Mayo agrees to pay the unpaid balance of all levied or pending ad valorem taxes applicable to the Property as of the Closing Date.
- c) Other costs incurred in closing the transaction contemplated by this Agreement shall be prorated between the parties according to the local custom and practice in the place of Closing.

**ARTICLE V
INVESTIGATION CONTINGENCY; AS IS CONDITION**

5.1 Mayo agrees to permit Purchaser, at Purchaser’s sole cost and expense, at any time prior to the Closing Date, through its employees and representatives, to conduct such investigation and examination of the Property as it deems necessary or advisable, and Mayo will cooperate fully in such investigation. Such investigation may include, but is not limited to, surveying, soil testing, tests for the presence of pollutants, contaminants, and toxic or hazardous substances, and other various studies. Purchaser agrees to indemnify and hold Mayo harmless from all injury, death, or property damage, or claims of any kind whatsoever arising out of or in any way incidental to Purchaser’s presence on the Property for any purpose. Purchaser shall furnish to Mayo a copy of any such tests and examinations, and Purchaser agrees to keep all information relating to such tests and examinations confidential and not disclose the information to third parties (except to the extent disclosure is required by law) unless and until this transaction closes.

5.2 If Purchaser advises Mayo by written notice given on or before the Closing Date after the date of this Agreement that Purchaser has determined that any one or more of the

conditions set forth in this Subsection does not exist to Purchaser's satisfaction, this Agreement shall be null and void, at Purchaser's option, and the parties shall be released from any further obligations to one another hereunder. If Purchaser fails to so give the written notice, then it shall be conclusive that Purchaser was afforded a full opportunity to inspect the Property, and that Purchaser agrees to accept the Property AS IS, WHERE IS, WITH ALL FAULTS AND CONDITIONS THEREON except for title matters specifically addressed in this agreement.

5.3 Mayo makes no warranties or representations whatsoever, express or implied, with respect to the Property and Purchaser is relying solely upon its own examination.

5.4 If, after the date of this Agreement and prior to the Closing, all or any portion of the Property is materially damaged by a casualty ("Casualty Event"), Mayo shall immediately deliver to Purchaser written notice of the Casualty Event, and Purchaser may at any time thereafter terminate this Agreement.

ARTICLE VI LEAD PAINT DISCLOSURE

6.1 Mayo represents that there is no dwelling on the property.

ARTICLE VII TERMINATION AND REMEDIES

7.1 **Purchaser's Remedies.** If Mayo defaults in performing any of Mayo's Closing obligations under the terms of this Agreement on the Closing Date for any reason, other than Purchaser's default, Purchaser shall be entitled to terminate this Agreement or to attempt to enforce specific performance of this Agreement as its exclusive remedies.

7.2 **Mayo's Remedies.** If Purchaser defaults in performing any of Purchaser's Closing obligations under the terms of this Agreement on the Closing Date for any reason other than the Mayo's default, Mayo's exclusive remedy shall be to terminate this Agreement.

ARTICLE VIII MISCELLANEOUS

8.1 **Survival of Representations.** The representations and covenants of Mayo and Purchaser herein shall survive the Closing and shall not be merged into the Closing.

8.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

8.3 **Amendments.** This Agreement may not be amended or modified except by a writing signed by both parties and identified as an amendment to this Agreement.

8.4 No Assignment. Neither party may assign its rights hereunder to any third party without the prior written consent of the other party; provided, that a party may assign its rights without the prior written consent of the other party to any affiliate or other entity that controls, is controlled by or is under common control with such party. Any purported assignment in violation of this clause is void. Such written consent, if given, shall not in any manner relieve the assignor from liability for the performance of this Agreement by its assignee.

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

8.6 Entire Agreement. This Agreement constitutes the final, complete and exclusive agreement between the parties with respect to its subject matter and supercedes all past and contemporaneous agreements, promises, and understandings, whether oral or written, between the parties.

8.7 Independent Contractor. It is mutually understood and agreed that the relationship between the parties is that of independent contractors. Neither party is the agent, employee, or servant of the other. Except as specifically set forth herein, neither party shall have nor exercise any control or direction over the methods by which the other party performs work or obligations under this Agreement. Further, nothing in this Agreement is intended to create any partnership, joint venture, lease, or equity relationship, expressly or by implication, between the parties.

8.8 Notices. All notices and other business communications between the parties related to this Agreement shall be in writing, sent by certified mail, addressed as follows:

If to Purchaser: City of Cannon Falls
 Attn: Dave Maroney
 [insert address]

 with a copy to:
 [insert name]
 [insert address]

If to Mayo: Mayo Clinic Health System—Cannon Falls
 Attn: Glenn Christian
 32021 County 24 Boulevard
 Cannon Falls, MN 55009

 with a copy to:
 Mayo Legal Department
 Attn: Jonathan J. Oviatt
 200 First Street SW
 Rochester, MN 55905

Notices sent by certified mail shall be deemed delivered on the third day following the date of mailing. Either party may change its address by giving written notice in compliance with this section.

8.9 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect as if the invalid or unenforceable provision had never been a part of the Agreement.

8.10 Use of Name. Except as specifically permitted in this Agreement, Purchaser shall not use the names or trademarks of Mayo or of any of Mayo's affiliated entities in any advertising, publicity, endorsement, or promotion unless Mayo has provided prior written consent for the particular use contemplated. All requests for approval pursuant to this Section must be submitted to the Mayo Clinic Public Affairs Business Relations Group, at the following E-mail address: BusinessRelations@mayo.edu at least 5 business days prior to the date on which a response is needed. The terms of this section survive the termination, expiration, non-renewal, or rescission of this Agreement.

8.11 Waiver. The failure of either party to complain of any default by the other party or to enforce any of such party's rights, no matter how long such failure may continue, will not constitute a waiver of the party's rights under this Agreement. The waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. No part of this Agreement may be waived except by the further written agreement of the parties.

8.12 Mayo warrant and represents that Mayo Clinic Health System—Cannon Falls is a duly formed and validly existing corporation and is qualified under the laws of the State of Minnesota to conduct business therein. Mayo has the full legal right, power and authority to execute and deliver this Agreement and all documents now or hereafter to be executed by Mayo pursuant to this Agreement, to consummate the transaction contemplated hereby, and to perform its obligations hereunder.

8.13 Purchaser warrants and represents that the City of Cannon Falls is a duly formed and validly existing municipal corporation organized under the laws of the State of Minnesota and is qualified under the laws of the State of Minnesota to conduct business therein on the Closing Date. Purchaser has the full legal right, power, authority and financial ability to execute and deliver this Agreement and all documents now or hereafter to be executed by it pursuant to this Agreement, and to perform its obligations hereunder.

IN WITNESS WHEREOF, this Agreement has been executed on the day and year set forth in the first paragraph.

MAYO:

**MAYO CLINIC HEALTH SYSTEM—
CANNON FALLS**, a Minnesota nonprofit corporation

By _____
Thomas J. Witt, M.D.
Its _____
President and Chief Executive Officer

By _____
William F. Priest
Its _____
Secretary

PURCHASER:

THE CITY OF CANNON FALLS

By _____
Its _____

By _____
Its _____

ATTACHMENT A

LEGAL DESCRIPTION

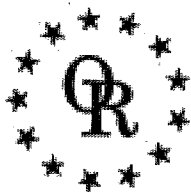
Lots 5 and 6, Block 22, Cannon Falls Central Addition to the City of Cannons Falls.

ATTACHMENT B

PERMITTED TITLE EXCEPTIONS

- 1) Building and zoning laws, ordinances, and State and Federal regulations.
- 2) Any reservation of mineral rights to a governmental entity under applicable law.
- 3) Real estate taxes as provided in Section 4.2(c).
- 4) Special assessments levied or pending after the Closing Date.
- 5) Easements covenants, conditions, restrictions, reservations, and all other matters of record, if any.

Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, A Minnesota corporation, ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured name in Schedule A, as owner

or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A. This Commitment shall no be valid or binding until countersigned by a validating officer or authorized signatory.

Countersigned:

Stacy M. Sauer

Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, MN 55401
(612-371-1111)

By

President

Attest

Secretary

CONDITIONS

1. The term "mortgage", when used herein shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusion from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or title status of the mortgage thereon covered by this Commitment must be based on and are subject to the provision of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at: <http://www.alta.org/>.

COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

SCHEDULE A

1. Effective Date: **November 30, 2015 at 7:00 am**

2. Policy or Policies to be issued: Amount
 - a. ALTA Owner's Policy (6-17-06): **\$54,100.00**
Proposed Insured: **City of Cannon Falls**
 - b. ALTA Loan Policy (6-17-06):
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.

4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:
Mayo Clinic Health System-Cannon Falls, a nonprofit corporation.

5. The land referred to in this Commitment is described as follows:
Lots 5 and 6, Block 22, Cannon Falls Central Addition to the City of Cannon Falls, per the recorded plat thereof.

Abstract Property - Goodhue County, Minnesota.

Property Address: N/A, Cannon Falls, MN 55009

COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

SCHEDULE B

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

1. Facts which would be disclosed by a comprehensive survey of the premises herein described.
2. Rights and claims of parties in possession.
3. Mechanic's, Contractor's or Materialmen's liens and lien claims, if any, where no notice thereof appears of record.
4. Easements or claims of easements not shown by the public records.
5. "Gap" coverage will be provided to insureds who close with Old Republic National Title Insurance Company or one of its policy-issuing agents. Old Republic National Title Insurance Company will provide insurance coverage, subject to the terms of the title insurance policy, for any documents recorded with the County Recorder or Registrar of Titles for the period of time between the effective date of the title insurance commitment and the date of recording of the closing documents provided the closing occurs with Old Republic National Title Insurance Company or one of its policy-issuing agents.
6. Taxes due and payable in the year 2015 in the amount of \$913.96 ***plus penalties and interest.*** Taxes due and payable in the year 2014 and all previous years are paid.
(Total Tax: \$913.96 Base Tax: \$0.00 Parcel No. 52-120-1180)

According to the tax records of the County Treasurer, this property is Non-Homestead for 2015.

NOTE: First half taxes are due May 15th and second half taxes are due October 15th.

7. Taxes and assessments, if any not yet due and payable.
NOTE: We find the following special assessments now a lien on the premises:
(a) Assessment in the office of the City of Cannon Falls for Street
in the amount of \$1,663.94.

Possible pending assessments for 2016 Improvement Project (water,sewer,street,curb) in
the amount of \$7,343.11.
8. Assessments, if any, certified to the County for collection with real estate taxes due and payable in the year 2016.

9. Reciprocal Parking Lot Easement dated December 26, 1989, recorded February 28, 1990, as Doc. No. 333371. (The Cannon Falls Hospital District granted an easement for parking lot purposes to adjoining property owners in, over and upon Lots 5 and 6, Block 22, Cannon Falls Central Addition.)
10. Matters which may be disclosed by the completion of the Affidavit by Sellers.
11. A Warranty Deed from Mayo Clinic Health System-Cannon Falls, by authorized signer, to City of Cannon Falls needs to be recorded.

NOTE: Any final Owner's Policy issued by this Company will NOT INSURE that any charges for water bills, weed, grass, garbage or debris removal, municipal hookup or any other fees imposed by the municipality have been paid.

NOTE: If there are any questions concerning this commitment, please call Kristin Haglund at 651-301-7563 or at kristin@gcabstract.com.

NOTE: Any funds necessary for closing in the excess of \$10,000 must be wired into our escrow account prior to the time of closing. Funds under \$10,000 must be provided in the form of a cashiers check made payable to Goodhue County Abstract Company. For wiring instructions please contact our office at 651-388-8891.

Issued through the office of:

Goodhue County Abstract Company
433 West Third St., Suite 100
Red Wing, MN 55066
651-388-8891

A. Settlement Statement

B. Type of Loan			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv Unins	6. File Number 71844
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv Ins.	6. <input type="checkbox"/> Seller Finance	7. Loan Number
			8. Mortgage Ins Case Number
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
D. Name & Address of Borrower City of Cannon Falls Cannon Falls, MN 55009		E. Name & Address of Seller Mayo Clinic Health System-Cannon Falls Attn: Administrator 1116 Mill Street W Cannon Falls, MN 55009	
		F. Name & Address of Lender Cash	
G. Property Location Lot 5, 6, Block 22, Cannon Falls Central N/A Cannon Falls, MN 55009		H. Settlement Agent Name Goodhue County Abstract Company 433 West Third St., Suite 100 Red Wing, MN 55066 Tax ID: 41-0281420	
		Place of Settlement Goodhue County Abstract Co. 433 West Third St. Suite 100 Red Wing, MN 55066	I. Settlement Date 1/29/2016 Fund:
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract sales price	\$54,100.00	401. Contract Sales Price	\$54,100.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	\$499.75	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. Assessment Taxes		406. Assessment Taxes	
107. County property taxes		407. County property taxes	
108. School property taxes		408. School property taxes	
109. City property taxes		409. City property taxes	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	\$54,599.75	420. Gross Amount Due to Seller	\$54,100.00
200. Amounts Paid By Or in Behalf Of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	\$628.53
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Commitment fee		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207. Donation	\$54,100.00	507. Donation	\$54,100.00
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. Assessment Taxes		510. Assessment Taxes	
211. County property taxes 01/01/16 to 01/29/16	\$69.92	511. County property taxes 01/01/16 to 01/29/16	\$69.92
212. School property taxes		512. School property taxes	
213. City property taxes		513. City property taxes	
214.		514.	
215.		515.	
216.		516. Assessments due to City of Cannon Falls	\$1,663.94
217.		517. Assessment due to City of Cannon Falls	\$7,343.11
218.		518. Taxes due to Goodhue Co. (2015)	\$1,023.64
219.		519.	
220. Total Paid By/For Borrower	\$54,169.92	520. Total Reduction Amount Due Seller	\$64,829.14
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	\$54,599.75	601. Gross Amount due to seller (line 420)	\$54,100.00
302. Less amounts paid by/for borrower (line 220)	\$54,169.92	602. Less reductions in amt. due seller (line 520)	\$64,829.14
303. Cash From Borrower	\$429.83	603. Cash From Seller	\$10,729.14

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.

L. Settlement Charges

700. Total Sales/Broker's Commission based on price		\$54,100.00	@ % =	\$0.00	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:						
701.	to	Mayo Clinic Health System				
702.	to					
703.	Commission Paid at Settlement				\$0.00	\$0.00
800. Items Payable in Connection with Loan						
801.	Loan Origination Fee	%	to			
802.	Loan Discount	%	to			
803.	Appraisal Fee		to			
804.	Credit Report		to			
805.	Lender's Inspection Fee		to			
806.	Mortgage Insurance Application		to			
807.	Assumption Fee		to			
808.	Flood Certification		to			
900. Items Required by Lender To Be Paid in Advance						
901.	Interest from	1/29/2016	to	2/1/2016	@ \$0/day	
902.	Mortgage Insurance Premium for	months	to			
903.	Hazard Insurance Premium for	years	to			
1000. Reserves Deposited With Lender						
1001.	Hazard insurance	months @		per month		
1002.	Mortgage insurance	months @		per month		
1003.	City property taxes	months @		per month		
1004.	County property taxes	months @		per month		
1005.	Assessment Taxes	months @		per month		
1006.	School property taxes	months @		per month		
1007.		months @		per month		
1008.		months @		per month		
1011.	Aggregate Adjustment					
1100. Title Charges						
1101.	Settlement or closing fee	to	Goodhue County Abstract Company			
1102.	Abstract or title search	to	Goodhue County Abstract Company		\$275.00	
1103.	Title examination	to				\$450.00
1104.	Title insurance binder	to				
1105.	Document preparation	to				
1106.	Chain of Title	to				
1107.	Attorney's fees	to				
	(includes above items numbers:)					
1108.	Title insurance	to	Goodhue County Abstract/Old Republic		\$178.75	
	(includes above items numbers:)					
1109.	Lender's coverage	\$0.00/\$0.00				
1110.	Owner's coverage	\$54,100.00/\$178.75				
1111.	Plat Drawing & Review	to				
1112.	Name Search	to				
1113.	Courier Service Fee	to				
1114.	Recording Service Fee	to				
1200. Government Recording and Transfer Charges						
1201.	Recording Fees	Deed \$46.00 ; Mortgage ; Rel	to	Goodhue County Recorder	\$46.00	
1202.	City/county tax/stamps	Deed ; Mortgage	to			
1203.	State tax/stamps	Deed \$178.53 ; Mortgage	to	Goodhue County Treasurer		\$178.53
1204.	Well Certificate	to				
1205.	Conveyance Fee	to				
1300. Additional Settlement Charges						
1301.	Pest Inspection	to				
1302.		to				
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					\$499.75	\$628.53

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.
 City of Cannon Falls
 Mayo Clinic Health System-Cannon Falls

By _____

By _____

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent _____

Date _____

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

**CITY OF CANNON FALLS
GOODHUE COUNTY, MINNESOTA**

RESOLUTION NUMBER 2180

RESOLUTION APPROVING SALE AGREEMENT

WHEREAS, in conjunction with plans to redevelop the site of the former Hospital, Mayo Clinic Health System-Cannon Falls proposes to donate property to the City of Cannon Falls; and

WHEREAS, the attached Real Estate Sale Agreement, Commitment for Title Insurance and Settlement Statement detail terms relating to this transaction; and

WHEREAS, the Public Works Commission has reviewed this matter and recommends that the City Council approve transfer of this property to the City of Cannon Falls for development of a neighborhood park.

NOW THEREFORE BE IT RESOLVED, that the City Council approves the attached Real Estate Sale Agreement and hereby authorizes the Mayor and City Administrator to execute the Agreement and related documents.

BE IT FURTHER RESOLVED, that approval to transfer ownership of the property to the City of Cannon Falls is conditioned upon correcting the Reciprocal Parking Lot Easement to the satisfaction of the City.

ADOPTED by the City Council of Cannon Falls this 19th day of January, 2016.

CITY OF CANNON FALLS

Lyman M. Robinson
Mayor

ATTEST: _____
Ronald S. Johnson
City Administrator