

# MEMO

## Legal Department



**To:** Mayor Campbell and Members of the City Council

**From:** Victoria A. Feilmeyer, Assistant City Attorney

**Date:** April 6, 2017

**Subject:** Sale of 1201 Dayton Avenue by Mary Greeley Medical Center

Mary Greeley Medical Center has entered into a purchase agreement for the sale of real property located within the City of Ames to Manatt's Inc., locally known as 1201 Dayton Avenue, and legally described as "Lot 2, Mary Greeley Subdivision, Ames, Story County, Iowa." The legal titleholder to the property is **The City of Ames, Iowa d/b/a Mary Greeley Medical Center, A City Hospital.**

Under the terms of the purchase agreement, the Seller is required to provide Manatt's Inc., with marketable title. Buyer's attorney has examined the abstract as provided in the purchase agreement and requires that the City Council approve the proposed sale and execute a deed to Manatt's Inc., to convey marketable title as provided by Iowa Code 364.7.

Prior sales of property with the identical titleholder have not been brought before Council for approval due to the authority contained in Iowa Code sections 347.14(3) and 392.6, which collectively grant to the hospital Board of Trustees power to sell hospital property upon a concurring vote of a majority of all members of the board of hospital trustees.

On January 23, 2017, the Board of Trustees passed Resolution 17-01 proposing the sale of the property to Manatt's Inc., and later approved the sale with Resolution 17-03 on February 27, 2017. Copies of both Resolutions of the Board of Trustees are attached.

In order to satisfy the request of Manatt's title examiner, we request that council set forth the proposal in a resolution and publish notice of a date, time and place of a public hearing on the proposal and approve the proposal at its subsequent meeting on April 25, 2017.

Request to Complete Form Documents Incident to Residential Real Estate Transaction

Buyer and Seller request that Broker(s) select and complete documents as authorized by Iowa law or by Iowa Supreme Court Ruling, such as purchase agreements, groundwater hazard and declaration of value incident to a residential real estate transaction.

Sellers' Signatures: Gary Botone, Date: dotloop verified 02/28/17 5:26PM CST

Buyers' Signatures: Duane Haasebrack, Date: dotloop verified 12/16/16 2:54PM CST

Buyer: Manatt's INC.

Seller: Mary Greeley Medical Center

Property Address: 1201 Dayton Avenue, Ames, IA 50010

Legal Description: MARY GREELEY SD LOT:2 AMES See attached plat

City: Ames County: Story County State: IA Zip Code: 50010

Buyer hereby agrees to buy, and Seller agrees to sell, the property on the following terms and conditions:

Date of Offer: Date: 12/12/2016 Time: 2:00pm Offer Expires On: Date: 12/30/2016 Time: 2:00pm

Purchase Price \$75,000

Terms The purchase price is payable as follows:

- Check Cash, cashier's check, or certified funds at closing, including Earnest Money.
Check New Loan - See "Financing Contingency" Below.
Check Contingent upon closing of property located at ... See 1st Right of Refusal Addendum.
Check Contingent upon buyer's closing and obtaining proceeds from the sale of ... closing on ... (date).
Check Seller Financing/Contract.
Check Other

Earnest Money \$1000 With Offer Within 3 Business Days of Acceptance.

Evidenced By: Personal Check, Cashier's Check, Cash; To be Held by: Listing Broker, Selling Broker; Other Remarks:

Earnest Money to be deposited in trust account upon acceptance of this agreement by all parties.

Financing Contingency Yes No

This Agreement is contingent upon Buyer securing the following financing:

- Assume Existing Loan
New Loan: Type of Loan: Conv. FHA VA Other
Amount: \$/% Maximum % of Rate: Fixed Rate Adj. Rate
Years: Maximum Points:
Sellers to credit buyers at time of closing for closing costs and/or prepaid expenses.
Property must appraise at no less than the purchase price.
Preliminary Approval. With Offer or By (date) Buyer shall provide Seller with a letter from Buyer's lender evidencing Buyer's ability to qualify for the loan amount and terms set forth above, subject only to such reasonable and customary conditions as the lender typically imposes on such preliminary approval letters.

Other Terms:

HOME WARRANTY: Included with this sale YES No Paid for by SELLER or BUYER Warranty Co. Plan, at a cost not to exceed \$

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1. BUYERS agree to pay all customary loan costs unless otherwise agreed upon in writing. BUYERS agree upon acceptance of this offer to immediately make application for such mortgage with a lender and to make their best effort to obtain a mortgage commitment as above provided. If BUYERS have not obtained a written commitment with **appraisal or loan denial** by N/A, SELLERS may rescind this Agreement by giving written notice to the BUYERS stating that if a mortgage commitment has not been obtained within five (5) business days of receipt of such notice then this Agreement shall be null and void and the earnest money shall be returned to the BUYERS. If SELLERS do not choose to give such written notice, then this Agreement shall remain valid until the BUYERS have obtained mortgage commitment or denial. In addition to the proceeds of aforementioned mortgage the BUYERS shall pay the balance of purchase price in cash at the time of closing with adjustment for closing costs to be added or deducted from this amount. SELLERS acknowledge and agree that the property will be taken off the market until SELLERS receive notice of a mortgage commitment or denial from BUYERS, unless otherwise agreed in writing by both parties.

**IF LOAN COMMITMENT IS NOT OBTAINED, THE EARNEST MONEY SHALL BE REFUNDED TO THE BUYERS.**

**2. POSSESSION AND CLOSING:**


Closing and Possession is to be given on 03/01/2017 or as agreed. Adjustment of interest, rents, prepaid fuel and all charges attributed to the SELLERS' possession are to be made on this date. Closing shall occur upon delivery of an instrument of title. Possession shall be given upon signing of closing documents. This transaction shall be considered closed upon filing of documents and receipt of all funds. If for any reason possession or closing are not on the above date, the parties shall make a separate written agreement. If no separate written agreement has been made, either party with the ability to close may rescind this agreement by giving written notice to the other party stating closing must occur within five (5) business days of receipt of such notice or this agreement shall be null and void. If neither party chooses to give such notice then this agreement shall remain valid until closing.


3. **TRUST PAYMENTS:** All funds deposited as part payments shall be held by Broker in trust pending acceptance of this offer, and examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company financing this purchase to pay all funds to Broker for the benefit of Seller and Seller authorizes Agent to accept and manage payments and disbursements. At time of settlement, funds of the purchase price may be used to pay taxes, other liens, and closing costs to comply with the above requirements, to be handled under supervision of Broker, and subject to approval of Buyer on title questions which may be needed to produce marketable title. If Buyer is refunded any Earnest Money, any expenses incurred on Buyer's behalf shall be deducted and paid to creditors.

If agreed to by the broker, any interest on trust account shall be forwarded to the Iowa Association of REALTORS® Foundation, a charitable non-profit entity, or as directed and mutually agreed in writing by both Buyer and Seller.

4. **INSURANCE:** Within 10 days from acceptance of this offer, BUYERS agree to make application for homeowner's insurance, if required. If BUYERS are unable to procure homeowner's insurance, the BUYERS may rescind this Agreement by giving written notice to the SELLERS stating the agreement is null and void. SELLERS shall bear the risk of loss or damage to the property prior to closing or possession, whichever occurs first. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void, if Buyer desires. Buyer, however, shall have the right to complete the closing and receive insurance proceeds regardless of the extent of the damage plus a credit towards the purchase price equal to the amount of the Seller's deductible on such policy. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before closing date.

5. **SPECIAL ASSESSMENTS:** The SELLERS shall pay in full all special assessments that are certified as liens on the public record at closing. Any preliminary or deficiency assessment, which cannot be discharged by payment, shall be paid through an escrow account with sufficient funds to pay such liens when payable with any unused funds returned to the SELLERS'. SELLERS shall pay all charges for solid waste removal, sewage, and assessments of maintenance that are attributable to SELLERS possession.

Sellers  02/28/17 5:26PM CST

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6. **TAXES:**

- A. The SELLERS shall pay all real estate taxes that are liens for prior years and all those that are due and payable in the fiscal year in which possession is given.
- B. The SELLERS shall pay their prorated share, based upon date of possession, of real estate taxes for the fiscal year in which possession is given due and payable in the subsequent fiscal year. The BUYERS shall be given a credit for such proration at closing based upon the last known actual real estate taxes payable according to public record. However, if such taxes are not based upon the full assessment of the present property improvements or the tax classification as of the date of possession, such perorations shall be based on the current millage and the assessed values as shown by the Assessor's Records on the date of possession. **In the event of such partial assessment, it shall be the duty of the SELLERS to so notify the BUYERS and BROKER.**

7. **DUTIES OF PARTIES:**

- A. The BROKER, its agents, employees, and associates make no representations or warranties as to the physical or mechanical condition of the property, its size, future value, or income potential.
- B. SELLERS and BUYERS acknowledge that the SELLERS of real property have a legal duty to disclose material defects of which SELLERS have actual knowledge and which a reasonable inspection by the BUYERS would not reveal.

8. **REMEDIES OF THE PARTIES:** If the SELLERS fail to fulfill this Agreement, they will pay the BROKER the commission in full. The BUYERS shall have the right to have all payments returned, and/or to proceed by any action at law or in equity, and the SELLERS agree to pay costs and reasonable attorney fees, and a receiver may be appointed. If the BUYERS fail to fulfill this Agreement, SELLERS may forfeit the same as provided in Chapter 656 of the Code of Iowa, and all payments made herein shall be forfeited, or the SELLERS may proceed by an action at law or in equity. The BUYERS agree to pay costs and reasonable attorney fees, including the BROKER'S commission and any other expense incurred by the SELLERS. For purpose of collecting the BROKER'S commission from either the SELLERS or the BUYERS, BROKER shall be deemed an intended third party beneficiary to this Agreement and may bring an action of law against either the SELLERS or BUYERS for the collection thereof which will include all costs and expenses incurred and reasonable attorney's fees.


9. **MEDIATION:** In the event of a dispute, Buyer and Seller agree to consider mediation as an alternative to initiating legal action. The mediation will be conducted in accordance with the rules and procedures of a mutually agreed mediation service. Even when utilizing mediation, parties may still seek legal remedies.


10. **INCLUDED PROPERTY:** Included with the property shall be all fixtures that integrally belong to, or specifically adapted to or are a part of the real estate, whether attached or detached, such as: attached wall to wall carpeting, built-in appliances, ceiling fans, light fixtures (including light bulbs), water softeners (except rentals), smoke alarms, shutters, shades, rods, blinds, vertical blinds, awnings, storm windows, storm doors, screens, television antennas, air conditioning equipment (except window type), door chimes, automatic garage door openers, garage door remotes, electrical service cables, mailboxes, sump pumps, attached mirrors, fencing, attached shelving, gates, LP tank (if owned), bushes, trees, shrubs and plants. Also included shall be the following:

The following items shall not be included: \_\_\_\_\_

**Any personal property and debris not included in the sale of the property must be removed at the expense of the SELLERS prior to day of possession.**

11. **FUNDS:** It is agreed that at time of closing, funds of the purchase price received from BUYERS and/or BUYERS' lender, may be used to apply to the purchase price, to pay taxes and other liens, same to be handled under supervision of the BROKER and subject to approval of BUYERS' attorney on title questions needed to produce marketable title. SELLERS hereby appoint the BROKER to receive such funds and make such payments and disbursements.

Sellers  02/28/17  
5:26PM CST

Buyers  12/16/16  
2:54PM CST

12. **CONDITION OF PROPERTY:** Federal law (known as Title X) requires notification of potentially dangerous levels of lead-based paint in properties built prior to 1978 (See Lead-Based Paint Disclosure). If applicable, the SELLER will provide BUYERS copies of any records or prior test results pertaining to lead-based paint. SELLERS shall have water, gas and electrical utilities on for BUYERS' inspections through the date of possession. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear expected. The BUYERS shall be permitted to make an inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no change in the condition of the property. SELLERS represent that as of the date of possession the heating, air conditioning, plumbing, electrical and other mechanical fixtures and equipment, if any, are performing the function for which they were intended, unless otherwise specified. BUYER's choice below in no way affects any improvements to the property that may be required by BUYER's lender.

A. The BUYERS may choose one of the following alternatives relative to the condition and quality of the property.



1. Within \_\_\_\_\_ business days (M-F) after the final acceptance date BUYERS may, at their sole expense, have the property inspected by a qualified person or persons of Buyer's choice to determine if there are any major structural, mechanical, radon gas, fungal, roof, plumbing, electrical, siding, or lead-based paint deficiencies. These inspections are not construed as inspections to bring an older home into compliance with current local building codes nor are they to be used for the purposes of obtaining any replacement or upgrade to any functional water heater or HVAC system. These inspections are intended to discover any major deficiencies existing on the property. Major deficiency is a material defect existing on the property, which if not corrected by the Sellers prior to closing, would have a significant negative impact on the fair market value of the property or pose an unreasonable risk to the safety of persons on the property. BUYER agrees minor repairs and routine maintenance items are not a part of this contingency. BUYER to indemnify SELLER for any damage resulting from the environmental investigation. **Within this same period**, BUYER may notify SELLER in writing of any such deficiency. Failure to do so shall be deemed a waiver of BUYER'S inspection and repair rights and BUYER agrees to accept the property in its present condition. In the event of any claim or request by BUYER as a result of inspections, SELLER shall within three (3) business days of notification notify the BUYER in writing of what steps, if any, the SELLER will take to correct any deficiencies before closing. The BUYER shall then within three (3) business days in writing notify the SELLER that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) shall negotiate in good faith a modification of the agreement; or (3) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to BUYER.



2. BUYER accepts, or SELLER has offered, this property in "AS-IS" condition and no repairs or corrections will be made by the SELLER. However, BUYER reserves the right to conduct an inspection of the property within \_\_\_\_\_ business days after the final Acceptance Date. Buyer understands the Seller shall not be obligated to repair, replace or modify any item identified in the Buyer's Inspection Report and the transaction shall proceed to closing despite the contents of any inspection report.

3. SELLER has offered Property in its "As-is" condition and BUYER accepts Property in its "As-is" condition. No inspection will be completed. Even if an inspection is conducted, SELLER shall not be obligated to replace/repair any item(s) and is not bound to release any Earnest Money or void contract.

**B. New Construction:** If the improvements on the subject property are under construction or are to be constructed, this Agreement shall be subject to approval of plans and specification by the parties within \_\_\_\_\_ days of final acceptance of this Agreement. New construction shall have the warranties implied by law, specifically made by suppliers of materials/appliances, or specifically tendered by the contractor. The Broker and its agents make no warranties as to the quality of construction or materials.

**C. Ground Water Hazard Statement** will be filed at closing for the SELLERS regarding the following items: (1) wells; (2) solid waste; (3) hazardous waste; (4) underground storage tanks (5) private burial grounds located on the property.

Sellers    
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2:54PM CST



13. **PEST INSPECTION.** If the subject property contains at least one and not more than a four family residential dwelling (matches 558A.1 (4) definition), **SELLERS**, at their sole expense, shall have the property inspected for any wood destroying insects by a licensed Pest Inspector prior to closing. If active wood destroying insect infestation or damage due to prior or active infestation is discovered, **SELLERS** shall have the options of either A) declaring this Agreement void and return the earnest money to the **BUYERS** within five (5) days after receipt of the inspection report, provided however, Buyers may accept the property in its existing condition without such treatment or repairs or B) have the property treated by a licensed pest exterminator and if damage has been discovered to the property, have the damage repaired to the **BUYERS'** satisfaction prior to closing. If repairs are not made to the **BUYERS'** satisfaction, upon receipt of written notice by the **BUYER** this Agreement shall be null and void and any Earnest Money shall be returned to the **BUYER**. This provision shall not apply to fences, trees, shrubs or outbuildings other than garages.
14. **NON PUBLIC WATER WELLS AND SEWAGE, COMMERCIAL WASTE AND EXCRETE DISPOSAL INSPECTIONS:** The **SELLERS** shall obtain satisfactory inspection reports on these two systems from the State & County Board of Health and present them to the **BUYERS** prior to closing of the sales transaction if such is required by the State & County Board of Health. Cost of inspections, if any and cost of repairs required by County Board of Health to be paid by **SELLERS**.
15. **RENTAL PROPERTY:** If this property is currently used as rental property, this Agreement is contingent upon **SELLERS** providing **BUYERS** a letter of compliance with all applicable rental codes and ordinances, if applicable, unless otherwise provided herein. **BUYERS** shall take the property, subject to the rights of existing tenants. **SELLERS**, shall within the time specified in Paragraph 12A, deliver to **BUYERS** copies of all leases, rental agreements, outstanding notices sent to tenants and current income and expenses statements. **SELLERS** shall make no changes in leases and tenancies, and shall enter into no new leases or rental agreements during the pendency of this transaction, without **BUYERS'** prior written request. **SELLERS** shall surrender to **BUYERS** all security deposits of tenants if required by law and will prorate all rentals received.
16. **SURVEY:** The **BUYERS** may, no later than 10 days prior to closing, have the property surveyed at their expense. If the survey, certified by a Registered Land Surveyor, shows any encroachment on said property or if any improvements located on the subject property encroach on land of others, such encroachments shall be treated as a title defect.
17. **ABSTRACT AND TITLE:** **SELLERS** within five (5) business days of acceptance shall provide, at Seller's expense, an abstract of title. Said abstract shall be continued to and including the date of acceptance of this Agreement. Continued abstract shall be delivered to an attorney selected by the Buyer or Buyer's lender for a title opinion. Seller shall, in the alternative if requested by Buyer or Buyer's lender, provide at Seller's expense a written lien search continued to and including the date of acceptance of this Agreement. Such lien search shall be delivered to a title insurer. Seller agrees to make every reasonable effort to promptly perfect title in accordance with such opinion or title policy so that upon conveyance, title shall be deemed marketable in compliance with this Agreement and the laws of the State of Iowa, and if applicable, the title policy. If closing is delayed due to Sellers' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving 10 days written notice to the other party and the **BROKER**. The **SELLERS** shall not be entitled to rescind unless they have made a reasonable effort to procure marketable title.
18. **COURT APPROVAL:** If the property is an asset of any estate, trust or conservatorship, this Agreement is contingent upon Court approval unless declared unnecessary by **BUYERS'** attorney. If necessary, the appropriate fiduciary shall promptly obtain court approval and Court Officer's Deed shall make conveyance.
19. **GENERAL PROVISIONS:** In the performance of each part of this Agreement, **Time Shall Be Of the Essence**. This Agreement shall be binding on and inure the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This Agreement shall survive this closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this Agreement.

Sellers 

<i>JB</i> 02/28/17 5:26PM CST	
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Buyers 

<i>DH</i> 12/16/16 2:54PM CST	
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**20. OTHER PROVISIONS:** \_\_\_\_\_

**21. AGENCY DISCLOSURE:**

Buyer and Seller confirm that written disclosures of agency representation were provided to them, they understand who is representing them, and the disclosures were provided prior to signing this Offer For Real Estate.

**Buyer's Brokerage** \_\_\_\_\_ **Seller's Brokerage** \_\_\_\_\_  
**Dual Agent/Brokerage** Hunziker & Associates

**22. SURVIVAL:** The warranties, representations, covenants, agreements, duties and remedies contained herein shall survive the execution and delivery of this agreement, the closing of the transactions contemplated herein and the recording of any contract or deed conveying title.

**23. CALCULATING TIME PERIODS:** All references to days shall be construed as business days unless otherwise noted. A day shall begin at 12:00 a.m. and end at 11:59 p.m. In computing any time period prescribed or allowed herein, the day of the act or event from which the time period runs is not included and the last day of the time period is included unless that last day is a state or federal holiday, in which event the last day shall be the next business day.

**24. ACCEPTANCE**

a. I/We hereby accept the above offer at \_\_\_\_\_ A.M. /P.M. \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

b. This offer rejected by \_\_\_\_\_ SELLER, Time \_\_\_\_\_ Date \_\_\_\_\_

If accepted by the SELLERS on a later date and such acceptance if ratified in written form by BUYERS, then this Agreement will be valid and binding. Copies of all such notices shall also be sent to the Listing Agent and Selling Agent, or their Brokers.

NOTICE: Any notice required under this agreement shall be deemed delivered when it is received or provided either by hand delivery, facsimile, electronic communications or certified mail. Person designated for receipt or to give any notice shall Seller(s) and Buyer(s) at the addresses set forth below or their Broker or Agent. Electronic or facsimile transmissions sent to the other party or to the appropriate Broker, followed by electronic or faxed acknowledgement of receipt, shall constitute delivery of signed document. In the event this form is received by electronic transmission and/or email, the parties hereto acknowledge that they have not changed or altered the content of this form template. The parties agree to confirm such delivery by mailing or personally delivering a signed copy of the original document to the appropriate Broker/Agent.

Seller(s)/Buyer(s) Acceptance. Seller/Buyer hereby acknowledges having read this Agreement in its entirety, including the Standard Terms, and having received a copy of this Agreement.

**Addendum(s) Attached** 1 \_\_\_\_\_ (#)

<b>Seller's Signature</b>	<b>Date</b>
<i>Gary Botine</i> <small>dotloop verified 02/28/17 5:26PM CST ZN6P-41XZ-XPFM-12QM</small>	
Printed Name <u>Gary Botine</u>	
Address <u>1111 Duff Ave. Ames, IA 50010</u>	
Phone <u>515-239-2114</u>	

<b>Buyer's Signature</b>	<b>Date</b>
<i>Duane Hassebock</i> <small>dotloop verified 12/16/16 2:54PM CST RETP-UXW6-HIHD-03HR</small>	
Printed Name <u>Duane Hassebock</u>	
Address <u>2120 E. 13th Street</u>	
Phone <u>(515) 233-2005</u>	

<b>Seller's Signature</b>	<b>Date</b>
Printed Name _____	
Address _____	
Phone _____	

<b>Buyer's Signature</b>	<b>Date</b>
Printed Name _____	
Address _____	
Phone _____	

**Listing Brokerage:**  
Hunziker & Associates  
**Brokerage #** \_\_\_\_\_ **Agent #** B3279600  
Chuck Winkleblack 515-290-7007  
 Agent \_\_\_\_\_ Cell Phone \_\_\_\_\_

**Selling Brokerage:**  
Hunziker & Associates  
**Brokerage #** \_\_\_\_\_ **Agent #** B3279600  
Chuck Winkleblack 515-290-7007  
 Agent \_\_\_\_\_ Cell Phone \_\_\_\_\_

Proof Of Publication In  
THE AMES TRIBUNE

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STATE OF IOWA, STORY COUNTY, ss.

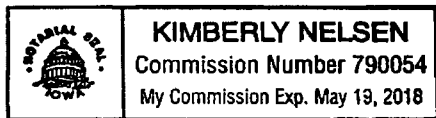
I, Scott Anderson, on oath depose and say that I am Publisher of **THE AMES TRIBUNE**, a daily newspaper, published at Ames, Story County, Iowa; that the annexed printed

**MARY GREELEY MEDICAL CENTER**

Resolution No. 17-01

was published in said newspaper 1 time(s) on February 14, 2017 the last of said publication was on February 14, 2017

*Scott Anderson*



*Kimberly Nelsen*

Notary Public  
sworn to before me and subscribed in my presence by Scott Anderson  
this February 14, 2017

AMT: \$14.14  
AD #: 927890  
ACCT: 34342

#927890  
Resolution No. 17-01  
Resolution Proposing Sale of  
the Land Located at  
1201 Dayton Avenue, Ames, Iowa

Be it Resolved: That it is hereby proposed that Mary Greeley Medical Center enter into a sale with Manatt's, Incorporated for the land located at 1201 Dayton Avenue, Ames, Iowa, more particularly described as follows:

Lot 2, Mary Greeley Subdivision of Ames, Story County, Iowa  
A public hearing on the proposed sale as aforesaid shall be held as required by law to coincide with the Mary Greeley Medical Center Board of Trustees meeting on February 27, 2017, which shall begin at 5:00 p.m. in the Administrative Conference Room, 1111 Duff Ave-



**Resolution No. 17-03**

**Resolution Approving Sale of 1201 Dayton Avenue Property  
Ames, Iowa**

Be It Resolved: That on the 23<sup>rd</sup> day of January, 2017, the Board of Trustees approved Resolution 17-01 proposing the sale of the land located at 1201 Dayton Avenue, Ames, Iowa, setting the public hearing thereon and authorizing the publication of notice.

That on this date, the 27<sup>th</sup> day of February, 2017, a public hearing was held to receive public comment and to consider the proposal to sell the said premises under the terms of a proposed purchase agreement.


That it is hereby approved that Mary Greeley Medical Center enter into an agreement with Manatts, Incorporated, for sale of the land located at 1201 Dayton Avenue, Ames, Iowa for \$75,000.

**Lot 2, Mary Greeley Subdivision of Ames, Story County, Iowa**

Approved this 27<sup>th</sup> day of February, 2017.

  
\_\_\_\_\_  
Chair, Board of Trustees

Attest: )

  
\_\_\_\_\_  
Secretary, Board of Trustees

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this 27<sup>th</sup> day of February, 2017, by Sarah Buck and Kenneth McCuskey, the Chairperson and the Secretary, respectively, of the Board of Trustees of Mary Greeley Medical Center, a hospital of the City of Ames, Iowa.

Michele Gillespie  
Notary Public in and for the State of Iowa

My commission expires 12/23/17

