

City of Seward, NE
Tuesday, January 19, 2016
Regular Session

Item G8

**CONSIDERATION OF APPROVAL OF CLOSING
DOCUMENTS FOR THE PURCHASE OF SEWARD COUNTRY
CLUB ASSETS - City Atty Hoffschneider**

Administrative Report: Additional documents were not completed at time of posting. They will be provided prior to the meeting.

Following review and discussion, a motion to approve the documents would be in order.

Staff Contact:

AFTER RECORDING RETURN TO:

CORPORATION
WARRANTY DEED

Seward Country Club Inc., a Nebraska Corporation, GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration, conveys to GRANTEE, City of Seward, Nebraska, the following described real estate (as defined in Neb. Rev. Stat. § 76-201):

A tract of land in the Southeast Quarter (SE 1/4) of Section Seventeen (17), Township Eleven (11), North, Range Three (3), East of the Sixth P.M., Seward County, Nebraska, being described as follows: Commencing at a point on the north line of said Southeast Quarter, this point being 914.50 feet west of the Northeast Corner of said Southeast Quarter; thence S 00°00'00"E (assumed bearing) parallel with the east line of said Southeast Quarter, 75.00 feet to the true place of beginning; thence continuing S 00°00'00"E parallel with said east line of the Southeast Quarter, 224.22 feet; thence S35°32'04"E, 170.96 feet; thence S89°45'30"E, 135.21 feet; thence N 01°16'43"W, 65.95 feet to the southerly line of Country Club Drive in the City of Seward; thence N 58°02'02"W along said southerly line of Country Club Drive, 28.15 feet to the southerly extension of the west line of Lot 7, Block 2, Country Club Addition in the City of Seward; thence N 31°57'58"E along said west line of Lot 7, 160.00 feet to the Northwest Corner of said Lot 7; thence N 58°02'02"W on the westerly extension of the north line of said Lot 7, 89.93 feet; thence N01°09'38"E, 95.53 feet to a point 75.00 feet south of the north line of said Southeast Quarter; thence N 89°09'38"W, 220.00 feet to the place of beginning.

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

1. is lawfully seized of such real estate and that is free from encumbrances, EXCEPT subject to easements, reservations, and restrictions of record;
2. has legal power and lawful authority to convey the same;
3. warrants and will defend title to the real estate against the lawful claims of all persons.

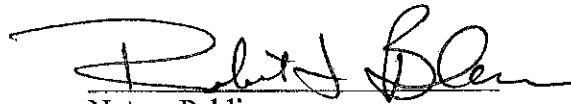
Executed: December 14, 2015.

Seward Country Club Inc., a Nebraska Corporation

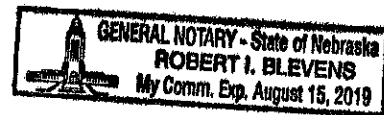
By 
Richard L. Hill, President

STATE OF NEBRASKA)
COUNTY OF Seward)

The foregoing instrument was acknowledged before me this 14th day of December, 20 15 by Richard L. Hill, President of Seward Country Club Inc., a Nebraska Corporation.


Notary Public

My Commission Expires: August 19, 2019



File No. TS049474-

AFFIDAVIT AS TO DEBTS AND LIENS

THE STATE OF NEBRASKA §
 §
 COUNTY OF Seward §

File # TS049474-

BEFORE ME, the undersigned authority, on this day, personally appeared the undersigned (hereinafter called Affiant) (whether one or more) and each on his oath, deposes and says, as follows:

1. Affiant is a member of The Seward Country Club, a Nebraska Non Profit Corporation (hereinafter "owner") the owner of the following described property, to-wit:

A tract of land in the Southeast Quarter (SE 1/4) of Section Seventeen (17), Township Eleven (11), North, Range Three (3), East of the Sixth P.M., Seward County, Nebraska, being described as follows: Commencing at a point on the north line of said Southeast Quarter, this point being 914.50 feet west of the Northeast Corner of said Southeast Quarter; thence S 00°00'00"E (assumed bearing) parallel with the east line of said Southeast Quarter, 75.00 feet to the true place of beginning; thence continuing S 00°00'00"E parallel with said east line of the Southeast Quarter, 224.22 feet; thence S35°32'04"E, 170.96 feet; thence S89°45'30"E, 135.21 feet; thence N 01°16'43"W, 65.95 feet to the southerly line of Country Club Drive in the City of Seward; thence N 58°02'02"W along said southerly line of Country Club Drive, 28.15 feet to the southerly extension of the west line of Lot 7, Block 2, Country Club Addition in the City of Seward; thence N 31°57'58"E along said west line of Lot 7, 160.00 feet to the Northwest Corner of said Lot 7; thence N 58°02'02"W on the westerly extension of the north line of said Lot 7, 89.93 feet; thence N01°09'38"E, 95.53 feet to a point 75.00 feet south of the north line of said Southeast Quarter; thence N 89°09'38"W, 220.00 feet to the place of beginning.

2. Owner is desirous of selling the above described property and has requested Title Services of Blue Valley, agent for Old Republic National Title Insurance Company, to issue a title policy guarantying the title of same to the purchaser and purchaser's lender, if any.

3. In connection with the issuance of such policy, Affiant makes the following statement of facts:

a. There are no loans of any kind on such property except the following, if None, state "None":
IF THIS ITEM IS LEFT BLANK, AFFIANT ACKNOWLEDGES THAT THERE ARE NONE.

Creditor	Approximate Principal Amount Currently Due
<u>Jones National Bond Trust Company</u>	<u>\$ 241,000⁰⁰</u>

- b. That Owner owes no past due Federal or State taxes and that there are no delinquent Federal assessments presently existing against Owner, and that no Federal or State Liens have been filed against Owner.
- c. That there are no delinquent State, County, City, School District, Water District or other governmental agency taxes due or owing against said property and that no tax suit has been filed by any State, County, or other governmental agency for taxes levied against said property.
- d. All labor and material used in the construction of improvements or repairs, if any, on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or repairs, if any, or the property upon which same are situated, and Affiant

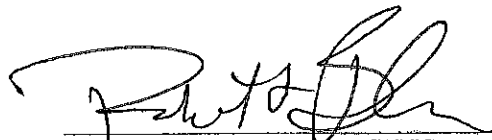
hereby declares that all sums of money due for the erection of improvements or repairs, if any, have been fully paid and satisfied and there are no Mechanic's or Materialmen's liens against the hereinabove property.

- e. That there are no judgment liens filed against Owner.
 - f. That there are no suits pending against Owner in Federal or State Court.
 - g. That Affiant knows of no adverse claim to the hereinabove described property and that so far as Affiant knows there are no encroachments or boundary conflicts.
 - h. That Owner has not heretofore sold, contracted to sell or conveyed any part of said property other than in connection with this sale.
 - i. That Owner is solvent and no petition for bankruptcy has been filed for or against Owner
 - j. That to the best of the Affiants knowledge, there are no other parties that may assert claims adverse to the interest of the fee simple title holders of record, or claims arising under lease, option, contract, or other instrument purporting to create any interest in the property, not appearing of record.
4. Affiant recognizes that but for the making of the hereinabove statements of fact relative the hereinabove described property, Title Services of Blue Valley, and Old Republic National Title Insurance Company would not issue a title policy on said property and that such statements have been made as a material inducement for the issuance of such policy.

WITNESS my hand this 14 day of December 2015.


Richard L. Hill, President

SWORN TO AND SUBSCRIBED BEFORE ME, by the said Richard L Hill, this 14 day of December 2015.


NOTARY PUBLIC



ESCROW INSTRUCTIONS
Title Services of Blue Valley, LLC
104 S. 5th St., Suite 205, Seward, NE 68434
PHONE: 402-643-4615 FAX: 402-643-4693

ESCROW OFFICER: Sarah Kulhanek FILE NO.: TS049474-

SELLER:
Seward Country Club Inc.
1046 Country Club Drive
Seward, NE 68434

BUYER:
City of Seward, Nebraska
Attn: Bruce Smith
537 Main St.
Seward, NE 68434

Hereby employ Title Services of Blue Valley, LLC to act as ESCROW AGENT in connection with the sale of the hereafter described property upon the following terms and conditions, including the **General Provisions** incorporated herein, and further evidenced on that Purchase Agreement dated _____ and any addendums and/or counter offers thereto.

THESE INSTRUCTIONS ARE NOT BINDING UPON ESCROW AGENT UNTIL FULLY EXECUTED AND DEPOSITED WITH ESCROW AGENT.

SELLER REPRESENTS PROPERTY ADDRESS TO BE:

1046 Country Club Dr.
Seward, NE 68434

SALES PRICE	\$350,000.00
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Which is represented by:
Earnest money deposited herewith \$0.00
New Loan Amount To be Determined
Seller to pay any existing encumbrances in full at the close of escrow, if applicable.
Buyer to pay all loan closing costs and pre-pays as allowed by law.

SEE THE FOLLOWING PAGES FOR CONTINUED TERMS AND CONDITIONS

THESE ESCROW INSTRUCTIONS CONSIST OF 3 PAGES, PLUS ANY NOTED EXHIBITS

Seward Country Club Inc.

City of Seward, Nebraska


By Richard L. Hill, President

By Joshua Eickmeier, Mayor

GENERAL PROVISIONS

SELLER AND BUYER AGREE:

1. That Escrow Agent, in connection with these instructions, cannot give legal advice to any party hereto.
2. To deposit with Escrow Agent all documents and monies necessary to complete the sale as established by the terms of these Instructions. Escrow Agent will not be required to disburse any funds or deliver or record any documents unless and until it has received GOOD FUNDS, as such funds are defined in Neb. Rev. Stat. §76-2,121(3) 1994.
3. That all funds for the escrow, including the earnest deposit, be paid to Escrow Agent unless otherwise specified and that the disbursement of any funds be made by check or wire of Escrow Agent.
4. Escrow Agent, upon request, is authorized to provide COPIES of escrow closing agreement, title insurance commitment, closing settlement statements, notice of cancellation and any supplements and/or revisions thereto, loan documents, financial information, approval letters, appraisals, inspection reports, contracts, payoffs, transaction documents, and other nonpublic personal information in connection with the transaction to the real estate broker(s), real estate agent(s), lender(s), buyer(s), seller(s), and respective attorney(s). Execution of FINAL CLOSING DOCUMENTS by Buyer(s) and Seller(s) shall be done in accordance with instructions from Escrow Agent. **PHOTO IDENTIFICATION OF ALL SIGNATORIES WILL BE REQUIRED.**
5. Escrow Agent is authorized to pay amounts necessary to procure documents and pay charges and obligations necessary to consummate this transaction, including but not limited to, such fax charges, overnight mail charges, and acquisition of good funds.
6. Further, Buyer does hereby certify that Buyer is aware that the Federal Deposit Insurance Corporation ("FDIC") coverage only applies to a cumulative maximum amount of \$250,000.00 for each individual depositor for all of depositor's accounts at the same, or related, institution. The funds for this settlement are being deposited in Agent's general trust account ("Trust Account") for disbursement. Buyer understands that Agent assumes no responsibility for, nor will Buyer hold Agent liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's account to exceed \$250,000.00, and that the excess is not insured by the FDIC. Buyer further understands that FDIC insurance is not available on certain types of bank instruments, including but not limited to, repurchase agreements and letters of credit. Agent's Trust Account may include such bank instruments.
7. That Escrow Agent will order inspections and/or services at its discretion. Should repairs be necessary as a result of the inspections on the Purchase Agreement and authorized on the Authorization to Obtain Inspections and/or Services (Order Form), or Lender requirements, all parties will be notified. Repairs must be completed and proof of completion provided to Escrow Agent prior to closing. In the event repairs cannot be completed, funds will be held in escrow with applicable Escrow Fees being charged, unless otherwise instructed and mutually agreed upon.
8. Escrow Agent is authorized to act upon any statement furnished by a lienholder or his agent, without liability or responsibility for the accuracy of such statements.
9. Escrow Agent is authorized to pay from available funds held by it for said purposes any amounts necessary to procure documents and to pay charges and obligations necessary to consummate this transaction.
10. Escrow Agent shall have no responsibility to see that hazard insurance provided for herein is renewed upon expiration or otherwise kept in force, either during the interim and/or subsequent to close of escrow.
11. That when these instructions and all title requirements of the title commitment have been complied with and Escrow Agent is in receipt of fully executed settlement statements. Escrow Agent is authorized to deliver or record in the appropriate public office all necessary documents, disburse all funds and have said Title Insurance Policy issued or request that the same be issued. Fax or email signatures will be accepted on closing settlement statements; however, originals must follow.
12. That any amendments or addendums to these escrow instructions shall be in writing, executed by the Seller and Buyer. Escrow Agent shall not be bound by any unilateral instructions.
13. To indemnify and save harmless Escrow Agent against all costs, damages, attorney's fees, expenses and liabilities which it may incur or sustain in connection with these instructions or any interpleader action and will pay the same on demand, including but not limited to, inspections or title insurance cancellation fees.

14. If any date for compliance with these instructions occurs on a day Escrow Agent is closed for business, the requirement may be met on the next succeeding day Escrow Agent is open for business. Close of Escrow shall mean the effective date all monies are disbursed.
15. In the event of forfeiture of the earnest money made by a prospective buyer, and Seller has retained the services of a real estate brokerage firm (Realtor), the earnest money received, after payment of expenses due and incurred by Escrow Agent under the terms of this Agreement, and after payment of expenses incurred by Realtor, shall be divided between Realtor and Seller, one-half thereof to Realtor, but not to exceed the commission agreed upon between Seller and Realtor, and the balance to Seller. Seller authorizes Realtor to deliver to Escrow Agent, a copy of the listing agreement executed by Seller for purposes of substantiation of the payment of expenses set forth in this paragraph.
16. Escrow Agent shall, within three (3) days after receipt of any Notice, Demand or Declaration, including those received by facsimile, send it to the party to whom it is directed by enclosing a copy of said instrument in an envelope addressed to said party at the last written address which said party shall have filed with Escrow Agent. If no written address has been filed, the notice shall be sent in care of General Delivery at the City in which the office of the escrow Agreement is located as shown on the first page of these instructions. The notice shall be deposited in the United States mail. The mailing of any such instrument by Escrow Agent in the manner herein provided shall constitute notice of the contents of such instrument to the party to whom the instrument is directed as of the date of such mailing and no further notice shall be required.
17. Escrow Agent will not accept payments under a cancellation notice, unless in the form of a certified or cashier's check or money order.
18. Escrow Agent has the right to resign upon written notice thereof mailed to the parties ten (10) business days prior to the Effective date. If such right is exercised, all funds and documents shall be returned to the party who deposited them except documents executed by both Seller and Buyer which shall be retained in the cancelled Escrow file.
19. Escrow Agent, may at its election, in the event of any conflicting demands made upon it concerning these instructions or this Escrow, hold any money and documents deposited hereunder until it receives mutual instructions by all parties or until a civil action shall have been concluded in a court of competent jurisdiction, determining the rights of the parties. In the alternative, Escrow Agent may at any time at its discretion, commence a civil action to interplead any conflicting demands to a court of competent jurisdiction. In the event of any interpleader action commenced by Escrow Agent, Escrow Agent shall be entitled to recover reasonable attorney's fees and expert witness expenses together with all costs incurred in such action. The order discharging Escrow Agent shall provide for the payment of such fees and expenses from the amount deposited into court by Escrow Agent and, to the extent such sum is insufficient to fully reimburse Escrow Agent, the court shall designate the party or parties responsible for any additional payment.
20. In the event of any litigation or arbitration relating to the interpretation or enforcement of these instructions or any provision hereof or seeking a declaration of the rights and obligations of any party hereunder, the prevailing party or parties in such proceedings will be entitled to recover, in addition to any other available remedy, reasonable attorney's fees, expert witness fees, and all costs incurred therein, which fees and expenses shall be determined by the court or arbitrator, and not by a jury, in a separate proceeding. The rights of Escrow Agent under this provision are in addition to any rights that Escrow may have under any indemnification provision of these instructions. Any action shall be commenced in the county in which the real property subject to these instructions is situated.
21. To complete and execute the Standard Account Servicing Instructions of Escrow Agent if Escrow Agent is hereby employed and appointed to act as Account Servicing Agent.
22. The title insurance to be provided, unless otherwise specified, shall be evidenced by the standard coverage form of title insurance of Old Republic Title Insurance Company, on file with the Insurance Director of the State of Nebraska subject to exceptions shown in the commitment for Title Insurance Policy of Title Insurance issued.

CORPORATION RESOLUTION

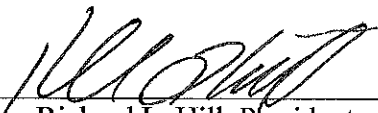
The undersigned, being all of members of the Board of Directors of The Seward Country Club, Inc., a Nebraska Corporation, pursuant to Section 21-2090 of the Nebraska Business Corporation Act, hereby consent to the following resolutions as adopted at a regular or special meeting of the Board of Directors of the Corporation.

WHEREAS, said Board of Directors deem it to be in the best interest of the Corporation to authorize Richard L. Hill, President, to execute any and all documents necessary and customary to buy, sell, lease, encumber, or otherwise convey real and personal property, whether in the ordinary course of business or otherwise, on behalf of the Corporation.

NOW, THEREFORE BE IT:

RESOLVED, that Richard L. Hill, President, is hereby authorized to enter into any and all documents and agreements on behalf of the Corporation.

RESOLVED FURTHER, that Title Services of Blue Valley, LLC, shall be entitled to rely on such resolutions until written notice of their repeal shall be delivered to Title Services of Blue Valley, LLC, at its office in Seward, Nebraska.



Richard L. Hill, President

12/14/15

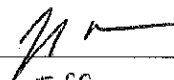
Dated



Jim Quist, Secretary

12/14/15

Dated



Jeffery Spahr, Vice President

12/14/15

Dated

Dated

File No. TS049474-