

PRESBYTERY OF MISSOURI RIVER VALLEY

The Presbytery of Missouri River Valley held a special called meeting via Zoom on June 29, 2022. The meeting was convened with prayer at 5:30 PM by the Moderator, Pastor Marcia Cline. Vice Moderator, Rev. Matt Coplen conducted the remainder of the meeting.

Patricia Shipley, Stated Clerk, assured the moderator of the presence of a quorum. The roll is attached to these minutes. **[Attachment 1]**

There were no new teaching elder members present. Ruling elder commissioners serving for the first time were introduced. There were no corresponding members to be seated.

DECISIONS

The Presbytery took the following action:

1. Motion made by Rev. JD Georlett on behalf of the Stewardship of Resources to approve the sale of Westminster Presbyterian Church at 3416 Woolworth and the Manse at 1333 S. 35th Street in Douglas County, Nebraska, City of Omaha, Nebraska. The recommendation for sale of property includes the following:
 - a. Legal description of the property according to the Douglas County Assessor's website identified as: GRIFFIN and SMITHS 1st SUB LOT 11 BLOCK 2 ½ VAC Alley and LTS 10 & 122.7 x 173; Legal description will be updated when Buyer receives the title insurance commitment pursuant to purchase agreement.
 - b. Buyer is Citylight Mosaic Church, a Nebraska non-profit corporation.
 - c. All personal property and Trade Fixtures within the Property except for the organ and all other items on the stage in the sanctuary of the Church and other items of personal property that have sentimental or historical value to the members of Westminster Presbyterian Church (the "Seller Items") shall be removed by Seller from the Property prior to Closing. The black Yamaha piano in the sanctuary of the church, all pews, tables, chairs, and kitchen appliances will not be considered Seller Items and will be transferred by Buyer at Closing. Seller acknowledges that buyer has personal property located in the Property and that none of Buyers' personal property shall be removed by Seller.
 - d. Purchase price offered is FOUR HUNDRED TEN THOUSAND DOLLARS (\$410,000) in immediately available funds at closing of the sale of the Property.
 - e. Property is being sold in a "As Is Where is" condition with no warranties or representations of any kind except as stipulated by the Purchase Agreement. **[Attachment 2]**
 - f. Closing shall be September 30, 2022 at a time mutually agreed upon by both parties during normal business hours at the office of the Title and Escrow Company selected by the Buyer.
 - g. Possession shall be delivered at closing.

MOTION CARRIED.

No other item of business can be brought before a called meeting.

The meeting was adjourned with prayer by Moderator, Pastor Marcia Cline at 5:49 PM.

Patricia Shipley, Stated Clerk
Marilyn Puett, Recording Clerk

Attachments:

1. Roll of the Presbytery
2. Purchase Agreement between Westminster Presbyterian, Omaha and Citylight Mosaic Church

Roll for 6/29/2022 Special Meeting of the Presbytery of Missouri River Valley					
#	Last Name	First Name	Church/Organization Name	Role	Vote?
1	Browning	Anne Marie	Carson	Eld	Yes
2	Gorhau	Suzanne	Carson & Oakland-Sharon	Min	Yes
3	Dickinson	Sarah	Discovery	Min	Yes
4	Georlett	JD	Dundee	Min	Yes
5	Willadsen	Tom	Faith	Min	Yes
6	Ruhe	Lauren	Faithful Shepherd	Eld	Yes
7	Rodie	Amy	FPC Omaha	Eld	Yes
8	Bryant	Penny	FPC Plattsmouth	Min	Yes
9	Coplen	Matt	FPC Plattsmouth	Min	Yes
10	Carlson	Greg	Honorably Retired	Min	Yes
11	Meyer	Richard	Honorably Retired	Min	Yes
12	Friedli	David	Murray	Eld	Yes
13	McConnell	Bill	Murray	Min	Yes
14	Masters	Paul	New Horizon	Min	Yes
15	Williams	Dwight	New Life	Min	Yes
16	Potter	Lu	Oakland-Sharon	Eld	Yes
17	Ilg	Loren	PCM	Eld	Yes
18	Dempsey	Christine	PCOC	Min	Yes
19	Otto	Pam	PCOC	Eld	Yes
20	King	Rick	Peace	Eld	Yes
21	Eller	Gary	Peace Pres	Min	Yes
22	Carlson	Sally	PMRV	Min, LT	Yes
23	Grice	Carolyn	PMRV	Min	Yes
24	Keefer	Robert	PMRV	Min	Yes
25	Shipley	Patricia	PMRV Stated Clerk	LT	Yes
26	Sleyster	Rick	Shenandoah	Min	Yes
27	Dawo	Pastor Dieng	Sudanese Fellowship	Min	Yes
28	Cline	Marcia	Trinity Clarinda	CLP	Yes
29	Kropp	Richard	Westminster	Eld	Yes
30	Cline	Jay	Westminster Clarinda	Min	Yes
31	Iverson	Portia	Westminster Omaha	Min	Yes
32	Emry	Dave	PMRV Treasurer	LT	
33	Reischlein	Tom	Westminster	Vis	
34	Tupper	Bob	Westminster	Vis	
35	Tupper	Gary	Westminster	Eld	
36	Kropp	Susan	Westminster	Vis	

20 Ministers

9 Elder Commissioners

1 Commissioned Lay Pastor

31 Total number of persons eligible to vote (Stated Clerk Pat Shipley included)

36 Total in attendance

*Every church gets one (1) elder commissioner vote

*Ministers and Commissioned Lay Pastors (CLP) get one (1) vote each

UNIFORM COMMERCIAL PURCHASE AGREEMENT
(This is a legally binding contract. If not understood, seek legal advice)

Broker: **None**

The undersigned Buyer, (whether one or more) agrees to purchase the Property described as follows:

1. **3416 Woolworth Ave, Omaha, NE 68105 (the “Church”) and 1333 S 35th Street, Omaha, NE 68105 (the “Manse”)** (the Church and the Manse are collectively referred to herein as the “Property”), including all buildings, fixtures and equipment permanently attached to the Property or located within the Property.
2. **Legal Description:** The abbreviated legal description of the Church and the Manse from the Douglas County Assessor’s website is GRIFFIN & SMITHS 1st SUB LOT 11 BLOCK 2 ½ VAC ALLEY & LTS 10 & 122.7 X 173. The legal description of the Property will be updated when Buyer receives the title insurance commitment pursuant to Section 11 of this Agreement.
3. **Personal Property:** The only personal property included is as follows: **ALL personal property and Trade Fixtures within the Property except for the organ and all other items on the stage in the sanctuary of the Church and other items of personal property that have sentimental or historical value to the members of Westminster Presbyterian Church (the “Seller Items”) all of which Seller Items shall be removed by Seller from the Property prior to Closing. The black Yamaha piano in the sanctuary of the church, all pews, tables, chairs, and kitchen appliances will not be considered Seller Items and will be transferred to Buyer at Closing.**
4. **Conveyance:** Seller represents that they have good, valid and marketable title, in fee simple, and agrees to convey title to Property to Buyer or his nominee by warranty deed free and clear of all liens, encumbrances or special taxes levied or assessed, except **No exceptions** subject to all building, use restrictions, and covenants now of record.
5. **Assessments:** Seller agrees to pay any assessments for public improvements previously constructed or ordered or required to be constructed by the public authority, but not yet assessed. Seller is not aware of any public improvements ordered or required to be constructed but not yet constructed.
6. **Purchase Price:** Buyer agrees to pay **FOUR HUNDRED TEN THOUSAND DOLLARS** (\$410,000.00) in immediately available funds at closing of the sale of the Property.
7. **Property is being sold in an “As Is Where Is” condition with no warranties or representations of any kind except as expressly set forth in this agreement.**
8. **Real Estate Taxes:** All real estate taxes which become delinquent in the year in which closing takes place shall be treated as current and prorated as of the date of closing, with Seller paying for all amounts which have accrued up to the date of Closing, and all prior years’ taxes, assessments, interest, and other charges will be paid by Seller prior to closing.
9. **Rents, Deposit and Leases, If Rented:** Any tenant deposits and leases shall be assigned to Buyer at no cost. All collected rents shall be prorated to date of closing. Copies of all current leases shall be provided to the Buyer within ten (10) days after the date of this Agreement. Seller has advised Buyer that the current lease for the Manse will terminate on June 30, 2022. Buyer will attempt to find a new tenant for the Manse and, if a new tenant is identified prior to closing, Buyer will submit a proposed lease to Seller for Seller’s approval. Seller will not enter into a new lease for the Manse or any other portion of the Property prior to closing without Buyer’s approval.
10. **Sanitary and Improvement District (S.I.D.):** Buyer understands the Property is not located within a sanitary and improvement district.
11. **Conveyance of Title:** Buyer shall obtain a current title insurance commitment prior to closing. Closing shall be September 30, 2022, at a time mutually agreed upon by both parties during normal business hours at the office of the Title and Escrow Company selected by Buyer. Possession shall be delivered at closing. The cost of an Owner’s title insurance policy shall be equally divided between Buyer and Seller. Buyer shall have the right to obtain a current ALTA/NSPS land survey of the Property (the “Survey”).
12. **Escrow Closing:** Buyer and Seller acknowledge and understand that the closing of the sale will be handled by an Escrow Agent. Escrow Agent's charge for the escrow closing shall be equally divided between Buyer and Seller.
13. **State Documentary Tax:** The State Documentary Tax on the deed shall be paid by the Seller.
14. **Insurance and Condemnation:** Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Buyer. In the event, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Buyer shall have the right, at Buyer’s option, to rescind this agreement or proceed to closing and receive from Seller an assignment of all proceeds from Seller’s property and casualty insurance covering the Property related to any such damage. Buyer and Seller acknowledge that a hailstorm occurred on June 7, 2022, that may have caused damage to the Property. If there was damage that is covered by Seller’s property and casualty insurance covering the Property, Seller will either repair the damage prior to closing or assign to Buyer all insurance proceeds related to the damage caused by such hailstorm. Seller to notify the Buyer of any communication (i) with Seller’s property and casualty insurance company regarding damage from the hailstorm or any other damage that occurs prior to closing; and (ii) regarding any condemnation. Buyer shall have the right to terminate this agreement if any condemnation proceedings are commenced or threatened against the Property.
15. **Condition of Property:** Seller represents to the best of Seller's knowledge, information and belief, (i) there are no latent defects in the Property; (ii) Seller is not aware of any violation of any applicable environmental law, rule or regulation impacting the Property; (iii) there are no tenancies, rights to possession, rights or options to purchase the Property, or leases in force affecting the Property other than the lease for the Manse which expires on June 30, 2022; and (iv) there are no service, development or management agreements in force with respect to the Property.

THIS OFFER IS BASED UPON BUYER'S PERSONAL INSPECTION OR INVESTIGATION OF THE PROPERTY AND NOT UPON ANY REPRESENTATION OR WARRANTIES OF CONDITION BY THE SELLER OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

ACCEPTANCE

June _____, 2022

The Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, and acknowledges receipt of an executed copy of this agreement.

SELLER: Presbytery of Missouri River Valley, a

By: _____

It's: _____

ADDRESS: 302 South 74th Street CITY Omaha STATE NE ZIP 68114
PHONE: (402) 553-8300

BUYER RECEIPT AND ACCEPTANCE

Buyer acknowledges a fully executed copy of this agreement.

DATE: _____ BUYER: _____