

RESOLUTION NO. 09-2014

A RESOLUTION AUTHORIZING THE MAYOR AND RECORDER/TREASURER TO ACCEPT THE DONATION OF CERTAIN PROPERTY FROM THE DIAMOND CITY SOCIAL CLUB; AND FOR OTHER PURPOSES.

WHEREAS, the Diamond City Social Club of Diamond City, Arkansas, desires to donate certain real property to the City of Diamond City, and the City wishes to accept said property,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DIAMOND CITY, ARKANSAS:

SECTION 1: That the Mayor and Recorder/Treasurer are hereby authorized to accept certain real property from the Diamond City Social Club including the building located on the property:

SECTION 2: That upon acceptance of transfer documents, the City will assume responsibility of said property.

SECTION 3: The Mayor and the Recorder/Treasurer are authorized to take all necessary and required actions on behalf of the City of Diamond City to complete transfer of the donated real property.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED and **APPROVED** this 14th day of July 2014.

APPROVED:


Shari L. Marshall, Mayor

ATTEST:


Cheryl Guthrie, City Recorder

July 10, 2014

Special Meeting of The Diamond City Social Club

Members were notified in letter by V.P. Don Riechers and Pres. Bobbie Johnson. There are 28 paid members, 30% are needed for a vote. Eleven were present Present at the 2:30 meeting Pres. Bobbie Johnson, V.P. Don Riechers, Tres. Wanda Riechers, Sect. Sarah Harness, Board members Pat Alexander, Dorothy Grober, and Don Moore. Members Shari Marshall, Lila Dooley, Alvina Faulkner, and Nancy Evans

Meeting called to order by Bobbie Johnson Pres.
Tres. Wanda Riechers handed out Tres. Report for June.

V.P. Don Riechers states purpose of meeting- Subject PROPOSAL by The Diamond City Council to rent the Social Club building to use as Chief of Police's Office.

Tres. Wanda Riechers Made a Motion; To Give- Donate the Building, not rent it to Diamond City. Motion Seconded by Bobbie Johnson

V.P. Don Riechers gave some explanation and history. Stating the building is debt free and up dated with new roof and heating and cooling system. Stating times are changing and usefulness of the Social Club has declined, due to Churches, Chamber Community Center etc.

Shari Marshall Mayor of Diamond City gave up date on the Community Center Building and its uses. Stating that the Social Club could use areas there, Such as Bridge Club using the Library to play cards on Thurs.

Pres. Bobbie Johnson requestioned and states the Proposal to Donate the building. Saying that the building needs to be of use to the Community.

VOTE THEN HELD by voice and hand on motion to donate building to City of Diamond City . Eight Yes Two No. With Shari Marshall not voting due conflict of intrest.

Mayor Shari Marshall states she will have to call a City Council Meeting to get their opinion on whether to accept the gift. July 14, 2014 at 6PM.

Sect. S. Harness questions legality of our vote, and Tres. W. Riechers states We only needed thirty percent of the 28 members and have eleven. Shari Marshall Mayor says the city has a Lawyer to work out the legal work. She will confer with him. Wanda Riechers is to get the deed and papers out of the Safety Deposit Box for Shari M. and Lawyer.

Sarah Harness Sect. I reminded members we needed another Special meeting to descide what to do about the Bank Funds and whether to Disband the Club. W. Richers also reminds us that the State Papers also are coming due to be filled out.

Shari M. again says the Club could use the Community Center to meet and Bridge Club use the Library.

She will call a Council meeting and speak with the City's Lawyer.
Mayor Shari Marshall THANKED the Social Club members present for their generous Proposal.

Meeting Adjourned.

Sect. Sarah Harness.
cc W. Riecher and Shari Marshall

WARRANTY DEED

With Relinquishment of Dower And Curtesy

KNOW ALL MEN BY THESE PRESENTS:

THAT Henry W. Dietz IV and Katie Hudson
Dietz, Husband and Wife,

hereinafter called GRANTOR S, for and in consideration of the sum of

\$1.00 & other good & valuable ~~XXXXXX~~
considerations in hand

paid by Diamond City Social Club, Inc.

of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto

Diamond City Social Club, Inc.

GRANTEE its / ~~their~~ successors
lands lying in Boone County, Arkansas, to-wit:

A parcel of land in SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 17, T-21-N, R-18-W, 5th Principal Meridian, more particularly described as follows:
Starting at the NE corner SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 17, T-21-N, R-18-W:
thence S 01° 21' 30" W 700.20 feet along the east line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ to a point on the northerly right of way line of Grand Avenue: thence S 73° 11' W 393.10 feet along said northerly right of way line to the point of beginning of the parcel herein described: thence continuing S 73° 11' W along the northerly right of way line a distance of 50.00 feet to a point: thence N 16° 29' W 120.00 feet to a point: thence N 73° 11' E 50.00 feet to a point: thence S 16° 29' E 120.00 feet to the point of beginning.

To have and to hold the same unto the said GRANTEE its / ~~their~~ successors and assigns forever, with all appurtenances thereunto belonging.

And we hereby covenant with said GRANTEE we will forever warrant and defend the title to the said lands against all claims whatever.

And I, Henry W. Dietz IV husband of the said

Katie Hudson Dietz for and in consideration

of the sum of money, do hereby release and relinquish unto the said GRANTEE all my right of curtesy and homestead in and to the said lands.

And I, Katie Hudson Dietz wife of the said

Henry W. Dietz IV for and in consideration

of the sum of money, do hereby release and relinquish unto the said GRANTEE all my right of dower and homestead in and to the said lands.

WITNESS our hand S and seal S on this January, 1983

Henry W. Dietz IV (L.S.)
Katie Hudson Dietz (L.S.)
(L.S.)

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF BOONE) SS.

BE IT REMEMBERED, That on this day came before the undersigned, a

within and for the County aforesaid, duly commissioned and

acting, Henry W. Dietz IV and Katie Hudson Dietz, husband and wife, to me well known

as the Grantor S in the foregoing Deed, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this January, 1983

My Commission expires:

January 10, 1984

125

Wilma L. Richey
Notary Public

0382155

WARRANTY DEED

With Relinquishment of Dower And Curtesy

KNOW ALL MEN BY THESE PRESENTS:

THAT Henry W. Dietz IV and Katie Hudson

Dietz, Husband and Wife,

hereinafter called GRANTOR S, for and in consideration of the sum of

\$1.00 & other good & valuable ~~XXXXXX~~
considerations in hand

paid by Diamond City Social Club, Inc.

of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto
Diamond City Social Club, Inc.

hereinafter called
GRANTEE its ~~successor~~ successor and assigns forever, the following
lands lying in Boone County, Arkansas, to-wit:

I certify under penalty of false
swearing that at least the legally
correct amount of documentary stamp
have been placed on this instrument.

Wendie Hudson Agent
Boone County, Ark. 72630

A parcel of land in SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 17, T-21-N, R-18-W, 5th
Principal Meridian, more particularly described as follows:
Starting at the NE corner SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 17, T-21-N, R-18-W:
thence S 01° 21' 30" W 700.20 feet along the east line of said
SW $\frac{1}{4}$ SW $\frac{1}{4}$ to a point on the northerly right of way line of Grand
Avenue: thence S 73° 11' W 443.10 feet along said northerly
right of way line to the point of beginning of the parcel herein
described: thence continuing S 73° 11' W along said northerly
right of way line a distance of 25.00 feet to a point: thence
N 16° 29' W 120.00 feet to a point: thence N 73° 11' E 25.00 feet
to a point: thence S 16° 29' E 120.00 feet to the point of
beginning.

6-23-89
\$1.40

0360039

To have and to hold the same unto the said GRANTEE its ~~successors~~ successors and assigns forever, with all
appurtenances thereunto belonging.

And we hereby covenant with said GRANTEE that we will forever warrant and defend
the title to the said lands against all claims whatever.

And I, Henry W. Dietz IV husband of the said

Katie Hudson Dietz for and in consideration
of the sum of money, do hereby release and relinquish unto the said GRANTEE all my right of curtesy and homestead in and to the
said lands.

And I, Katie Hudson Dietz wife of the said

Henry W. Dietz IV for and in consideration

of the sum of money, do hereby release and relinquish unto the said GRANTEE all my right of dower and homestead in and to the
said lands.

WITNESS our hand S and seal S on this January day of 1983

Henry W. Dietz IV (L.S.)
Katie Hudson Dietz (L.S.)
(L.S.)

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF BOONE

Filed for Record 23 Day of June
1989 at 1:42 o'clock P.M.

Wendie Hudson
By Wendie Hudson

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public

acting, Henry W. Dietz IV and Katie Hudson Dietz, husband and wife, to me well known
as the Grantor S in the foregoing Deed, and stated that they had executed the same for the consideration

and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this January day of 1983

My Commission expires:

January 10, 1984

Wilma L. Richey
Notary Public

WARRANTY DEED

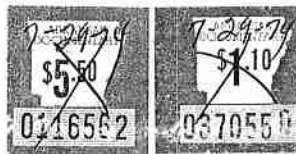
KNOW ALL MEN BY THESE PRESENTS: That DIAMOND ACRES, INC., a corporation organized and existing under the laws of the State of Arkansas, for and in consideration of the sum of One (1.00) Dollar and other good and valuable considerations, to it in hand paid by.....

DIAMOND CITY SOCIAL CLUB, INCORPORATED

the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said DIAMOND CITY SOCIAL CLUB, INCORPORATED

and unto its ~~heirs~~ successors and assigns forever, the following lands lying in the County of Boone and State of Arkansas, to-wit:

A part of the Southwest quarter of the Southwest quarter in Section Seventeen (17), Township Twenty-one (21) North, Range Eighteen (18) West, more particularly described as follows; Beginning at the Southeast corner of said forty, thence North on East line 625.08 feet, thence South 72 degrees 30 minutes West 490 feet, thence South 17 degrees 30 minutes East 80 feet, the point of real beginning; thence North 72 degrees 30 minutes East 100 feet, thence South 17 degrees 30 minutes East 120 feet, thence South 72 degrees 30 minutes West 100 feet, thence North 17 degrees 30 minutes West 120 feet to the point of real beginning-----



TO HAVE AND TO HOLD THE SAME unto the said DIAMOND CITY SOCIAL CLUB, INCORPORATED and unto its ~~heirs~~ successors and assigns forever.

It hereby covenants to and with the said DIAMOND CITY SOCIAL CLUB, INCORPORATED and unto its ~~heirs~~ successors and assigns, that it is lawfully seized of said lands; that it has a right to sell and convey the same; that they are unencumbered, and that it will, and its successors and assigns shall and will, warrant and forever defend the title thereto against all lawful claims and demands whatsoever.

IN WITNESS WHEREOF, the said DIAMOND ACRES, INC. has caused these presents to be signed by its President and its Secretary and its corporate seal to be hereunto affixed, this 22nd day of July, 1974.



DIAMOND ACRES, INC.

By: *Henry W. Ritz* President

Hannie M. Ritz Secretary

This instrument prepared by:
DIAMOND ACRES, INC.

WR

ACKNOWLEDGMENT

STATE OF ARKANSAS }
COUNTY OF BOONE } ss.

On this 22nd day of July, 1974, before me, a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person HENRY W. DIETZ and NANNIE M. DIETZ, being the President and Secretary respectively of the DIAMOND ACRES, INC., and who had been designated by said corporation to execute the above and foregoing instrument, to me personally well known, who stated that they were the President and Secretary of the said DIAMOND ACRES, INC., a Corporation, and were duly authorized in the respective capacities to execute the foregoing instrument for and in behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22nd day of July, 1974.

Wilma L. Richey
Notary Public.

My Commission Expires

WARRANTY DEED

TO

Filed for Record on this 29th day of July, 1974, at 9 o'clock A. M.
Naomi Parker
Ex-Officio Recorder.

By D. C.

CERTIFICATE OF RECORD

STATE OF ARKANSAS }
County of BOONE } ss.

I, Naomi Parker, Circuit Clerk and Ex-Officio Recorder of the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 29th day of July, A. D. 1974, at 9 o'clock A. M., and the same is now duly recorded with the acknowledgments and certificates thereon, in Record Book 137 on Page 104.

In Witness Whereof, I have set hereunto my hand and affixed the seal of said court this 29th day of July, 1974.

Naomi Parker
Ex-Officio Recorder.

	Aastra 6757i 9 Line Phone VOIP/POE	Aastra 6731i 6 Line Phone VOIP/POE	Cisco 24 Port POE Switch	Jabra Pro 9450 DECT Headset & Lifter Kit
NATCO	\$199.71	\$94.95	\$527.99	\$281.30
HELLODIRECT	\$237.99	\$110.00	----	\$243.60
Aastra	\$237.99	\$120.99	---	
Amazon	---	---	\$524.97	---
Calibex	---	---	\$504.29	---
MemoryLess	---	---	\$505.89	---
JABRA				\$239.00

All providers excluding NATCO require taxes and shipping to be added to the cost. Also, all providers provide 1 year warranty. It would be the responsibility of the city to do all installation and to install and manage the Cisco switch. Additional years warranty has to be purchased at a cost of \$30 to \$35 per year excluding NATCO. NATCO's quote includes all of these additional costs. The city will pay NATCO \$50 a month extra for warranty work and technical support. The other providers do not provide warranty or technical support. This would be the responsibility of the city to work directly with the manufacturer for warranty work or technical support. For cost effectiveness NATCO has provided the most cost effective package for the city.

TRUST INDENTURE
AND
DEED OF TRUST

THIS INDENTURE entered into this 24 day of October, 1974, between DIAMOND CITY SOCIAL CLUB, INC., an Arkansas non-profit corporation, as TRUSTOR, and ALVIN H. HOFGAARD, as TRUSTEE, and various holders of Promissory Notes issued by TRUSTOR in connection with a clubhouse building construction project which notes were and are to be issued between the dates of July 6, 1974 and November 15, 1974, and are not to exceed a combined total indebtedness of \$25,000.00 which holders are the BENEFICIARIES under this indenture:

W I T N E S S E T H:

WHEREAS, the Diamond City Social Club, Inc, has by proper corporate resolutions authorized the corporation to obligate itself by indebtedness of up to \$25,000.00 for the purpose of constructing a clubhouse building, AND

WHEREAS, a series of non-negotiable Promissory Notes have been and will be issued by Diamond City Social Club, Inc. between the dates of July 6, 1974 and November 15, 1974, in a collective amount of \$25,000.00, the form of which is as follows:

PROMISSORY NOTE

FOR VALUE RECEIVED the undersigned, a non-profit corporation, incorporated under the laws of Arkansas, promise to pay on or before July 1, 1989, to the order of: _____ the sum of _____ with interest thereon from date until paid, at the rate of seven (7) per cent per annum, payable semi-annually on January 1st and July 1st. Maker may pay all or any part of said indebtedness prior to maturity without penalty. Upon failure to pay any of said amount, or any part thereof, when the same shall become due, the entire debt, at the option of the holder hereof, may be declared to be immediately due and payable. The makers hereof, endorsers, sureties and guarantors hereof, hereby severally waive presentment for payment, notice of non-payment, protest and notice of protest and agree that, in case of default, a reasonable attorney's fee not to exceed ten (10%) shall be allowed for legal services performed.

Non-Negotiable

DIAMOND CITY SOCIAL CLUB

SEAL

BY: _____
Chairman of the Board
BY: _____
Secretary

AND, WHEREAS, it is the desire of Diamond City Social Club that the holder of said notes be protected by a lien on the club-owned lands and building, AND

WHEREAS, it is further desired by all parties that a procedure be entered into to practically apply the club assets to payment of the indebtedness in the event of default,

NOW THEREFORE:

In consideration of the sum of FIVE DOLLARS paid, receipt whereof is hereby acknowledged, the DIAMOND CITY SOCIAL CLUB, INC., hereby grants, bargains, sells and conveys unto the TRUSTEE and unto his successors and assigns, the following described real estate:

A part of the SW¹/₄ of the SW¹/₄, Sect. 17, Township 21 North, Range 18 West, more particularly described as follows: Beginning at the SE corner of said 40, thence North on East line 625.8 ft., thence South 72 degrees, 30 minutes West 490 ft., thence South 17 degrees 30 minutes East 80 ft., the point of real beginning. Thence North 72 degrees 30 minutes East 100 ft., thence South 17 degrees 30 minutes East 120 ft., thence South 72 degrees 30 minutes West 100 ft., thence North 17 degrees 30 minutes West 120 ft. to the point of real beginning.

TO HAVE AND TO HOLD unto the TRUSTEE and unto his successors and assigns forever, with all of the improvements and appurtenances thereto belonging.

and the DIAMOND CITY SOCIAL CLUB, INC. hereby covenants to forever warrant and defend against the lawful claims of all persons.

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all holders of the said notes and interest earned thereon issued under and secured by this Indenture without privilege, priority or distinction as to lien or otherwise of any of said notes or over any of the others of said notes; provided, however, that if the Diamond City Social Club, Inc., its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the notes and the interest due thereon, at the times

and in the manner provided in the notes according to the true intent and meaning thereof, then upon such final payments this indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture to be and remain in full force and effect.

But if Diamond City Social Club, Inc. shall fail, to pay any such note, at its maturity, together with the accrued interest thereon, or interest as set out therein, or shall fail to pay taxes or to procure and keep in force insurance for fire and extended coverage in limits to amount of outstanding indebtedness hereunder secured, then such failure shall work a forfeiture hereof, this deed shall become absolute, the BENEFICIARIES shall, acting through the Trustee, be entitled to an immediate foreclosure hereof, and the said notes shall become immediately due and payable. For the purpose of such foreclosure the TRUSTEE is authorized to enter upon and take possession of such property, and after having advertised the time, terms and place of sale of same for at least ten days by four insertions in some newspaper published in such county, shall sell the same at public auction to the highest bidder for cash, and with the proceeds of such sale shall first discharge the expense incident to the foreclosure hereof, next the notes aforesaid, together with the accrued interest thereon, and if TRUSTEE shall have paid any sum or sums of money for taxes, assessments of benefits for local improvements or for insurance, which he is hereby authorized to pay, upon failure of Diamond City Social Club, Inc. to pay the same, he shall be reimbursed from the proceeds for such expenditures, together with interest thereon, at the rate of 10% per cent per annum, from date thereof up to the foreclosure hereof, and the remainder thereof he shall turn over to Diamond City Social Club, Inc., its heirs or legal representatives.

In the event that the TRUSTEE should die, or for any reason should fail, neglect or refuse to act as Trustee herein, the TRUSTOR, by indorsement upon this instrument (or upon the margin

of the record hereof) appoint another Trustee in his stead, who when he is so appointed, shall be clothed with all of the power necessary to execute this trust, just as if he were specially mentioned herein, and the fact of such indorsement shall be prima facie evidence that a necessity has arisen for the same.

Recognizing the authority of Diamond City Social Club, Inc., acting through its Board of Directors to determine and direct which, and when, if any, notes secured hereby shall be retired in advance of maturity, it shall be the obligation of Diamond City Social Club, Inc. to furnish the Trustee at six months intervals with accurate and up to date data reflecting the status of all notes secured hereby.

For the consideration aforesaid the parties of the Diamond City Social Club, Inc. hereby waive all of its rights of appraisement or of equity of redemption under the laws of this state in the event of the foreclosure hereof by decree of any court of competent jurisdiction.

WITNESS the Hands of the Parties this 27th day of October 1974.

DIAMOND CITY SOCIAL CLUB, INC.

BY: Vincent E. Fox

PRESIDENT

Julia C. Hansen
SECRETARY

(SEAL)

Alvin H. Hofgaard
ALVIN H. HOFGAARD, TRUSTEE

A C K N O W L E D G M E N T

STATE OF ARKANSAS }
 } SS
COUNTY OF BOONE }

On this 24th day of October, 1974, before me, a Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person Virgil Fox, Julia H. Larson and Alvin H. Hofgaard being the President and Secretary respectively, and Alvin Hofgaard, being the Trustee, of Diamond City Social Club, Inc. and who had been designated by said Corporation to execute the above and foregoing instrument, to me personally well known, and who stated that they were the President, Secretary and Trustee of the said Diamond City Social Club, Inc. and were duly authorized in their respective capacities to execute the foregoing instrument for the considerations, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 24th day of October, 1974.

A. Christine Reuber
NOTARY PUBLIC

My Commission Expires:

Sept 1, 1977

THIS INSTRUMENT PREPARED BY:
WALKER, CAMPBELL & MCCORKINDALE
LAW OFFICES
P. O. BOX 716
HARRISON, ARKANSAS 72601

Filed for Record 24th day of October
19 74 at 4 o'clock P. M.
Naomi Parker, Clerk
By Naomi Parker

