

QUITCLAIM DEED

SA-VI-16 (FY 1966)

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, by letter dated September 28, 1965, certain surplus real property hereinafter described was assigned by the Regional Administrator of the General Services Administration to the Department of Health, Education, and Welfare for disposal upon recommendation of the Department that said property was needed for educational purposes in accordance with the provisions of the Federal Property and Administrative Services Act of 1949, as amended (63 Stat. 377) (hereinafter called the Act), and the Civil Rights Act of 1964, and the regulations promulgated thereunder; and

WHEREAS, the School District of Omaha, No. 1, Douglas County, Nebraska (hereinafter called Grantee), has made a firm offer to purchase the said property under the provisions of the Act and has made application for 100 percent public benefit allowance; and proposes to use said property for educational purposes; and

WHEREAS, the General Services Administration has notified the Department of Health, Education, and Welfare that no objection will be interposed to the transfer of the said property to the Grantee, and

WHEREAS, the United States of America (hereinafter called Grantor), acting through the Secretary of Health, Education, and Welfare, has accepted the offer of the Grantee,

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing and of the observance and performance by the Grantee of the covenants, conditions, and restrictions hereinafter contained and other good and valuable consideration, receipt of which is hereby acknowledged, has remised, released, and forever quitclaimed and by these presents does remise, release, and forever quitclaim to the said Grantee, its successors and assigns forever, all right, title, interest, claim, and demand which the said Grantor has in and to the following described property, reserving and excepting such rights to the Grantor as may be contained in the conditions subsequent hereinafter expressed, situate, lying, and being in the County of Douglas, State of Nebraska, to wit:

OK.  
W.P.K.

The S.E. 1/4 of Section 29, Twp. 15N, Rge 10 E. of the 6th P.M. Douglas County, Nebr. except the south 200 ft. thereof, - - - - together with Govt. Lot No. 65 in the N.E. 1/4 of the S.W. 1/4 of said Section 29 more particularly described as

Beginning at the center of said Section 29

Thence South 0°01' West along the N & S 1/2 Section line of said Section 29 for 1322.0 ft.

Thence North 89°53' West for 300 ft.

Thence North 0°06' East for 647.2 ft.

Thence South 89°59' East for 100 ft.

Thence North 0°01' East for 675.0 ft.

Thence South 89°50' East for 200 ft. to point of beginning, containing 157.18 acres more or less and subject to State and County Highways,

together with the improvements listed in Schedule "A," which Schedule is attached hereto and made a part hereof.

Premises described hereinbefore and conveyed by this quitclaim deed are transferred subject to all rights-of-way, easements, licenses, and permits, including those for roads, highways, railways, pipelines, and sewers, for power, telephone, gas, and water lines, and for any other public and private utilities. With respect to any such easements, licenses, and permits, the Grantee, by acceptance of this quitclaim deed or any rights hereunder, assumes all rights, duties, and obligations of the Grantor.

TO HAVE AND TO HOLD the foregoing described property provided, however, that this deed is made and accepted upon each of the following conditions subsequent, which shall be binding upon and enforceable against the Grantee, its successors or assigns, and each of them, as follows:

1. That for a period of twenty (20) years from the date of this deed the above-described property herein conveyed shall be utilized continuously for educational purposes in accordance with the proposed program and plan as set forth in the application of the Grantee dated March 1, 1965, and for no other purpose.
2. That during the aforesaid period of twenty (20) years, the Grantee will resell, lease, mortgage, or encumber, or otherwise dispose of the above-described property or any part thereof or interest therein only as the Department of Health, Education, and Welfare or its successor in function, in accordance with its existing regulations, may authorize in writing.
3. That one year from the date of this deed and annually thereafter for the aforesaid period of twenty (20) years, unless

the Department of Health, Education, and Welfare or its successor in function otherwise directs, the Grantee will file with the Department of Health, Education, and Welfare or its successor in function reports on the operation and maintenance of the above-described property and will furnish, as requested, such other pertinent data evidencing continuous use of the property for the purpose specified in the above-identified application.

4. That for the period during which the above-described property is used for a purpose for which the Federal financial assistance is extended by the Department or for another purpose involving the provision of similar services or benefits, the Grantee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title and as in effect on the date of this deed, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program and plan referred to in condition 1 above or under any other program or activity of the Grantee, its successors or assigns, to which such Act and Regulation apply by reason of this conveyance.

In the event of a breach of any of the conditions set forth above, whether caused by the legal or other inability of said Grantee, its successors or assigns, to perform any of the obligations herein set forth, all right, title, and interest in and to the above-described property shall, at its option, revert to and become the property of the United States of America, which shall have an immediate right of entry thereon, and the Grantee, its successors or assigns, shall forfeit all right, title, and interest in and to the above-described property and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging; PROVIDED HOWEVER, that the failure of the Department of Health, Education, and Welfare, or its successor in function, to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as

a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect; PROVIDED further, that in the event the United States of America fails to exercise its option to re-enter the premises for any such breach of conditions subsequent numbered 1, 2, and 3 herein within 21 years from the date of this conveyance, conditions numbered 1, 2, and 3 herein, together with all rights of the United States of America to re-enter as in this paragraph provided with respect to conditions numbered 1, 2, and 3 herein, shall, as of that date, terminate and be extinguished; PROVIDED further, that the expirations of conditions 1, 2, and 3 and the rights to re-enter shall not affect the obligation of the Grantee, its successors and assigns with respect to condition numbered 4 herein or the right reserved to the United States of America to re-enter for breach of said condition.

The Grantee, by acceptance of this deed, covenants and agrees for itself, its successors and assigns, and every successor in interest to the property herein conveyed or any part thereof -- which covenant shall attach to and run with the land for so long as the property herein conveyed is used for a purpose for which the Federal financial assistance is extended by the Department or for another purpose involving the provision of similar services or benefits and which covenant shall in any event, and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the Grantor and its successors against the Grantee, its successors and assigns, and every successor in interest to the property, or any part thereof -- that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title and as in effect on the date of this deed, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, in the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program and plan referred to in condition 1 above or under any other program or activity of the Grantee, its successors or assigns, to which such Act and Regulation apply by reason of this conveyance.

The Grantee, by the acceptance of this deed, further covenants and agrees, for itself, its successors and assigns, that in the event the property conveyed hereby is sold, leased, mortgaged, encumbered, or otherwise disposed of, or is used for purposes other than those set forth in the above-identified program and plan without the consent of the Department of Health, Education, and Welfare, all revenues or the reasonable value, as determined by the Department of Health, Education, and Welfare, or benefits to the Grantee deriving directly or indirectly from such sale, lease, mortgage, encumbrance, disposal, or use (or the reasonable value as determined by the Department of Health, Education, and Welfare of any other unauthorized use) shall be considered to have been received and held in trust by the Grantee for the Grantor and shall be subject to the direction and control of the Department of Health, Education, and Welfare.

The Grantee, by the acceptance of this deed, further covenants and agrees for itself, its successors and assigns, that during the aforesaid period of twenty (20) years (i) all revenues, bonuses, delayed rentals, royalties, or other payments from oil and gas leases, or other property, shall be received in trust for and promptly paid to the United States of America; (ii) all net revenues and proceeds resulting from the production of oil and gas by the Grantee, its successors and assigns, shall be received in trust for and promptly paid to the United States of America; and in addition thereto the United States of America reserves the right during said period of twenty (20) years to re-enter and re-vest title to any and all oil and gas or interest therein including the right to prospect for and produce such oil and gas.

The Grantee, by the acceptance of this deed, further covenants and agrees, for itself, its successors and assigns, that if the Grantee, its successors and assigns, shall cause any of said improvements to be insured against loss, damage, or destruction and any such loss, damage, or destruction shall occur during the period Grantee holds title to said property subject to said conditions 1, 2, and 3, said insurance and all moneys payable to the Grantee, its successors or assigns thereunder shall be held in trust by the Grantee, its successors or assigns, and shall be promptly used by the Grantee for the purpose of repairing such improvements and restoring the same to their former condition, or, if not so used, shall be paid over to the Treasurer of the United States in an amount not exceeding

the unamortized public benefit allowance of the buildings, structures, or improvements lost, damaged, or destroyed.

The Grantee, by the acceptance of this deed; further covenants and agrees, for itself, its successors and assigns, that the United States of America shall have the right during any period of emergency declared by the President of the United States or by the Congress of the United States to the full unrestricted possession, control, and use of the property hereby conveyed, or of any portion thereof, including any additions or improvements thereto made subsequent to this conveyance. Prior to the expiration or termination of the 20-year period of restricted use by the Grantee, such use may be either exclusive or non-exclusive and shall not impose any obligation upon the Government to pay rent or any other fees or charges during the period of emergency, except that the Government shall (i) bear the entire cost of maintenance of such portion of the property used by it exclusively or over which it may have exclusive possession or control, (ii) pay the fair share, commensurate with the use, of the cost of maintenance of such of the property as it may use non-exclusively or over which it may have non-exclusive possession or control, (iii) pay a fair rental for the use of improvements or additions to the premises made by the Grantee without Government aid, and (iv) be responsible for any damage to the property caused by its use, reasonable wear and tear and acts of God and the common enemy excepted. Subsequent to the expiration or termination of the 20-year period of restricted use, the obligations of the Government shall be as set out in the preceding sentence, and, in addition, the Government shall be obligated to pay a fair rental for all or any portion of the conveyed premises which it uses.

In the event title to the above-described premises is reverted to the United States of America for non-compliance or voluntarily reconveyed in lieu of reverter, the Grantee, at the option of the Department of Health, Education, and Welfare or its successor in function, shall be responsible and shall be required to reimburse the United States of America for the decreased value of the above-described property not due to reasonable wear and tear, acts of God, and alterations and conversions made by the Grantee to adapt the property to the use for which the property was acquired. The United States of America shall, in addition thereto, be reimbursed for such damages, including such costs as may be incurred in recovering title to or possession of the above-described property, as

it may sustain as a result of the non-compliance.

The Grantee may secure abrogation of the conditions subsequent numbered 1, 2, and 3 herein by:

- a. Obtaining the consent of the Department of Health, Education, and Welfare, or its successor in function; and
- b. Payment to the United States of America of the public benefit allowance granted to the Grantee of one hundred (100) percent from the current market value of Fifty Five Thousand Nine Hundred and no/100 (\$55,900) Dollars less a credit at the rate of five (5) percent for each twelve (12) months during which the property has been utilized in accordance with the purposes specified in the above-identified application.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 14th day of April, 1966.

UNITED STATES OF AMERICA

Acting by and through the Secretary of Health, Education, and Welfare, Grantor

By James W. Doarn

James W. Doarn, Regional Director, Region VI  
Department of Health, Education, and Welfare

WITNESSES:

Louise Coleman

Louise N. Mangerton

ACKNOWLEDGMENT

STATE OF MISSOURI)

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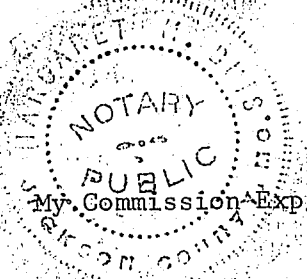
COUNTY OF JACKSON)

Be it remembered that on this 14th day of April, 1966, before me Margaret M. Buis, a Notary Public in and for Jackson County, Missouri, personally appeared James W. Doarn, Regional Director for the Department of Health, Education, and Welfare, Region VI, who is personally known to me, and who is known to me to be the Regional Director for the Department of Health, Education, and Welfare, and as the identical person whose name is affixed.

to the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the free act and deed of the United States of America acting by and through the Secretary of Health, Education, and Welfare.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at Kansas City, Missouri, the day and year last above written.

Margaret M. Lewis  
Notary Public



My Commission Expires July 12, 1961

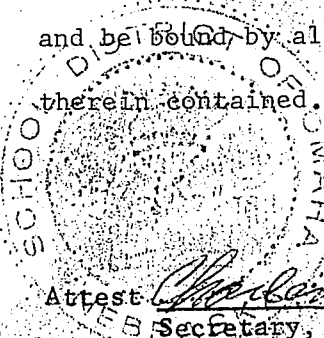
ACCEPTANCE

The foregoing instrument is hereby accepted by the School District of Omaha, No. 1, Douglas County, Nebraska, which agrees by this acceptance to assume and be bound by all of the obligations, conditions, covenants, and agreements therein contained.

School District of Omaha, No. 1,  
Douglas County, Nebraska

Attest: Charles W. Beattie  
Secretary, Board of Education

By: George L. McLaughlin  
President, Board of Education





RECEIVED

- 9 -

SCHEDULE "A" FOR QUITCLAIM DEED BY THE UNITED STATES OF AMERICA, GRANTOR  
TO THE SCHOOL DISTRICT OF OMAHA, NO. 1, DOUGLAS COUNTY, NEBRASKA, GRANTEE

(Schedule of Improvements Attached to Land)

Description

Machine Shed	Frame with cement foundation, dirt floor, 28' x 100'
Frame movable, on skids	7' x 10'
Coal House	Frame, temporary 6' x 12'
Field tool shop	Frame 5' sections on cement floor 20' x 40'
Barracks	Frame with cement floor, septic tank 20' x 80'
Mess Hall, kitchen, living quarters	Frame with cement floor, lavatory and furnace 20' x 40'
Chicken house	Wood with dirt floor 12' x 16'
Toilet	Outdoor, frame 4' x 4'

*27*  
*pled*

THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

1966 APR 26 PM 12:52

RECEIVED

THE STATE OF NEBRASKA,  
Sealed Envelope  
Entered in the office of the Register of  
Deeds of said county and recorded in  
Book 1284 of Deeds  
Page 615

*Handwritten signature*

By *[Signature]*  
MAIL C. R. Perry  
C. O. First Nat Bank  
N. 29-15-10  
375

29-15-10