

SA-VI-16 (FY 1967)

Ref: Quitclaim Deed

SA-VI-3, dated

February 14, 1955

as amended May 13, 1966

AGREEMENT OF RETRANSFER

This Agreement made and entered into this 12th day of September, 1966,

between the UNITED STATES OF AMERICA, hereinafter called UNITED STATES, acting by and through the Secretary of Health, Education, and Welfare by duly designated officers and employees of the Department of Health, Education, and Welfare pursuant to powers and authority contained in 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 under those Acts, and THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, Lincoln, Nebraska, hereinafter called GRANTOR, and THE SCHOOL DISTRICT OF OMAHA, IN THE COUNTY OF DOUGLAS, IN THE STATE OF NEBRASKA, A CORPORATION, hereinafter called GRANTEE;

WITNESSETH

WHEREAS, by quitclaim deed dated February 14, 1955, recorded by the Register of Deeds of Douglas County, Nebraska, at 10:00 a.m. on March 4, 1955, in Book 964 at page 199, GRANTOR obtained from UNITED STATES 8.80 acres of land and nine buildings attached thereto, hereinafter called the Property, and GRANTOR received a public benefit allowance of 100 percent of the fair market value of the Property by reason of the educational use to which the Property was to be devoted by GRANTOR; and

WHEREAS, the description of the property conveyed by the quitclaim deed dated February 14, 1955, was erroneous and was corrected by an Amendment to Quitclaim Deed dated May 13, 1966, and executed by the UNITED STATES OF AMERICA, acting by and through the Secretary of Health, Education, and Welfare and accepted by THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, which Amendment incorporated all of the quitclaim deed dated February 14, 1955, by reference thereto (including all the provisions, restrictions, covenants, and conditions therein contained, to the same extent as if set out therein in full, excluding only the erroneous legal description of the property conveyed) and which Amendment was recorded by the Register of Deeds of Douglas County, Nebraska, at Omaha, Nebraska on August 22, 1966, 1966, in Book 1296 at page 713; and

WHEREAS, GRANTOR agreed in the said quitclaim deed dated February 14, 1955, to certain restrictions, conditions, and reservations relating to the use of the Property by GRANTOR and prohibiting the sale, lease, or other disposal of the Property without the consent of the Department of Health, Education, and Welfare, or its successor in function; and

WHEREAS, GRANTOR now finds that the Property is no longer needed for the purposes for which transferred and has made application to the Department of Health, Education, and Welfare for its consent to disposal of the Property, and GRANTOR further desires to be released from its obligations and responsibilities in connection with the said Property; and

WHEREAS, the Administrator of General Services has notified the Department of Health, Education, and Welfare that no objection will be interposed to the retransfer of the property from GRANTOR to GRANTEE; and

WHEREAS, GRANTEE is a political subdivision and tax-supported educational institution of the State of Nebraska, within the meaning of section 203(k)(1)(A) of the Act; and GRANTEE is desirous of purchasing the Property from GRANTOR at the fair market value of \$7,100.00, less a public benefit allowance of 100 percent of such fair value,

NOW THEREFORE, GRANTEE, in consideration of the consent of the UNITED STATES to the transfer of the aforementioned Property, hereby agrees to the following covenants and conditions:

1. GRANTEE covenants and agrees as follows:

- (a) To accept the Property "as is" and "where is" without warranty or guaranty as to title, quality, quantity, character, condition, size, kind, or that the same is in condition or fit to be used for particular purposes.
- (b) To assume full responsibility for the care and protection of the Property on and after the 1st day of September, 1966.
- (c) To assume full responsibility and liability for and to pay all fees and expenses in connection with the responsibilities described in (b) herein.

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2. GRANTEE further agrees to the following conditions;

- (a) That for a period of 20 years from the date of this Agreement of Retransfer the Property shall be continuously used for the purposes specified in its program and plan dated December 3, 1965, and for no other purposes.
- (b) That within the aforesaid period of years it will resell, lease, mortgage, or otherwise dispose of or encumber the Property or any part thereof or interest therein only as the Department of Health, Education, and Welfare, in accordance with then existing regulations, may authorize in writing.
- (c) That one year from the date of this Agreement of Retransfer and annually thereafter for the aforesaid period of years, unless the UNITED STATES otherwise directs, it will file with the Department of Health, Education, and Welfare reports on the operation and maintenance of the Property and will furnish, at the request of the Department of Health, Education, and Welfare, such other pertinent data evidencing continuous use of the Property for the educational purposes specified in GRANTEE'S program and plan.
- (d) That for the aforesaid period of years, 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 Agreement of Retransfer, 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 numbered 2(a) 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 in paragraph numbered 2, 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 the option of the UNITED STATES, revert to and become the property of the UNITED STATES, 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 fails to exercise its option to re-enter the premises for any such breach of the conditions numbered 2(a), 2(b), and 2(c) herein within 21 years from the date of this conveyance, conditions numbered 2(a), 2(b), and 2(c) herein, together with all rights of the UNITED STATES to re-enter as in this paragraph provided with respect to conditions numbered 2(a), 2(b), and 2(c) herein, shall, as of that date, terminate and be extinguished; PROVIDED further, that the expirations of conditions numbered 2(a), 2(b), and 2(c) and the rights to re-enter shall not affect the obligations of GRANTEE, its successors and assigns with respect to condition numbered 2(d) herein or the right reserved to the UNITED STATES to re-enter for breach of said condition.

GRANTEE covenants and agrees for itself, its successors and assigns, and every successor in interest to the Property above-described or any part thereof -- which covenant shall attach to and run with the land for so long as the 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 and which covenant shall in any event,

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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 UNITED STATES and its successors against 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 Agreement of Retransfer, 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 numbered 2(a) above or under any other program or activity of GRANTEE, its successors or assigns, to which such Act and Regulation apply by reason of this Agreement.

GRANTEE further covenants and agrees, for itself, its successors and assigns, that in the event the Property above-described 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 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 GRANTEE for the UNITED STATES and shall be subject to the direction and control of the Department of Health, Education, and Welfare.

GRANTEE further covenants and agrees, for itself, its successors and assigns, that if 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 numbered 2(a), 2(b), and 2(c), said insurance and all moneys payable to GRANTEE, its successors or assigns thereunder shall be held in trust by GRANTEE, its successors or assigns, and shall be promptly used by 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.

GRANTEE further covenants and agrees, for itself, its successors and assigns, that the UNITED STATES 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 above-described 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 GRANTEE, such use may be either exclusive or non-exclusive and shall not impose any obligation upon the UNITED STATES to pay rent or any other fees or charges during the period of emergency, except that the UNITED STATES 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 nonexclusively 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 GRANTEE without the aid of the UNITED STATES, 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 UNITED STATES shall be as set out in the preceding sentence, and, in addition, the UNITED STATES shall be obligated to pay a fair rental for all or any portion of the conveyed premises which it uses.

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In the event title to the above-described premises is reverted to the UNITED STATES for non-compliance or voluntarily reconveyed in lieu of reverter, 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 GRANTEE to adapt the Property to the use for which the Property was acquired. The UNITED STATES 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.

GRANTEE may secure abrogation of the conditions numbered 2(a), 2(b), and 2(c) 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 \$7,100.00 Dollars less a credit at the rate of five percent for each twelve (12) months during which the Property has been utilized in accordance with the purposes specified in GRANTEE'S above-identified program and plan.

The UNITED STATES does hereby consent to the within transfer upon the observance and performance of the covenants and conditions set forth above and hereby releases the GRANTOR from any and all obligations relating to the Property, provided, however, that all covenants, conditions, and obligations relating to any other property acquired for educational use by GRANTOR from the UNITED STATES shall remain in full force and effect.

THE BOARD OF REGENTS OF THE UNIVERSITY
OF NEBRASKA, LINCOLN, NEBRASKA, GRANTOR

E. Swanson

President
(Title)

WITNESSES:

Mary Anne Wood
Conroy J. Lee

STATE OF NEBRASKA
COUNTY OF LANCASTER

On this 12 day of September, 1966, before me, the under-

signed, a Notary Public in and for said county, personally came C E Swanson, to me personally known to be the President of THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, Lincoln, Nebraska, and the identical person whose name is affixed to the above Agreement of Retransfer, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal in said state and county on the day and year last above written.

Beth Christensen
Notary Public

My Commission expires 2-25-69.

THE SCHOOL DISTRICT OF OMAHA IN THE COUNTY OF DOUGLAS, IN THE STATE OF NEBRASKA

WITNESSES:

Frederic W. Beattie
Bernard R. Byger

By Paul A. Miller
Omaha Superintendent
(Title)

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this 19 day of September, 1966, before me, the undersigned, a Notary Public in and for said county, personally came Paul A Miller, to me personally known to be Superintendent,

of THE SCHOOL DISTRICT OF OMAHA, IN THE COUNTY OF DOUGLAS, IN THE STATE OF NEBRASKA, and the identical person whose name is affixed to the above Agreement of Retransfer, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal in said state and county on the day and year last above written.

Joan M. Hennecke
Notary Public

My Commission expires June 27, 1968.

UNITED STATES OF AMERICA
Acting by and through the Secretary of
Health, Education, and Welfare

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

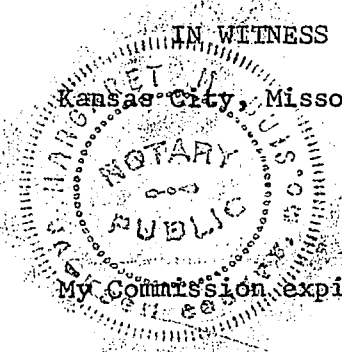
WITNESSES:

Loisel Sullivan
Lucille Margenstein

STATE OF MISSOURI §
 § ss
COUNTY OF JACKSON §

Be it remembered that on this 5th day of October, 1966,
before me Margaret M. Buss, 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 Depart-
ment 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. Buss
Notary Public

My Commission expires My Commission Expires July 12, 1968

RECORDED & INDEXED
OCT 11 1966
MISSOURI STATE ARCHIVES

UNITED STATES OF AMERICA
Acting by and through the Secretary of
Health, Education, and Welfare

By *[Signature]*
James W. Dorn, Regional Director
Region VI, Department of Health,
Education, and Welfare

WITNESSES:

[Signature]
[Signature]

STATE OF MISSOURI
County of JACKSON

As if remembered that on this _____ day of _____, 1966,
before me, _____, a Notary Public in and for Jackson
County, Missouri, personally appeared James W. Dorn, 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 Depart-
ment 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
Jackson City, Missouri, the day and year last above written.

1400
16
Missouri
[Signature]
D

RECEIVED

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THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, MISSOURI
Book 443 of *[Signature]*
Page 315

[Signature]
Notary of Deeds

BY *[Signature]*
MILL Board of Education
[Signature]

11-29-15-10 P.P.N.P.G.
Compared Fee 1400

the Commission expires