

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, by letter dated November 18, 1954, certain surplus real property, hereinafter described, was assigned by the Administrator of General Services to the Secretary of Health, Education, and Welfare for disposal, upon recommendation that the said property was needed for educational use in accordance with the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) as amended, hereafter referred to as the Act; and

WHEREAS, the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, Lincoln, Nebraska, hereinafter referred to as the GRANTEE, has made a firm offer to purchase the aforesaid property under the provisions of the Act at its fair value less public benefit allowance granted by the Department of Health, Education, and Welfare, and has made application for a 100 percent public benefit allowance, and the Secretary of Health, Education, and Welfare is desirous of approving such sale; and

WHEREAS, the Administrator of General Services, by the aforesaid letter of assignment advised the Secretary of Health, Education, and Welfare, that no objection would be interposed to the proposed disposal of the property to the GRANTEE; and

WHEREAS, the Secretary of Health, Education, and Welfare on behalf of the UNITED STATES OF AMERICA, hereinafter referred to as the GRANTOR, has accepted the said offer of the GRANTEE;

NOW THEREFORE, the GRANTOR, acting by and through the Secretary of Health, Education, and Welfare, under and pursuant to the powers and authority contained in the provisions of the Act, and Federal Security Agency (now Department of Health, Education, and Welfare) Order 16-2, Amendment 1 (15 F.R. 8095), for and in consideration of the observance and performance by the GRANTEE of each, every and all of the covenants, conditions, and restrictions hereinafter contained and other good and valuable consideration, receipt of which is hereby acknowledged, doth by these presents forever quitclaim unto the said GRANTEE, its successors, and assigns, under and subject to the reservations, restrictions, conditions, and exceptions hereinafter set out, the following described property:

Starting at a 1 1/4 inch steel rod set in a monument of sand rock at the center point of Section 29, Township 15 North, Range 10 East in Douglas County, Nebraska, for a point of beginning, thence eastward of the north to south center line of Section 29 and with an interior angle of 89° 51' with such north to south center line at the point of beginning for 200 feet to a 1/2 inch

iron pipe; thence southward with an interior angle of 90° 09' for 1,328 feet to a 1/2 inch iron pipe; thence westward with an interior angle of 89° 57' for 220 feet; thence northward with an interior angle of 90° 03' for 55.1 feet to a 1/2 inch iron pipe; thence westward with an interior angle of 90° 16' for 175.6 feet to a 1/2 inch iron pipe; thence northward with an interior angle of 90° 40' for 95.4 feet to a 1/2 inch iron pipe; thence eastward with an interior angle of 90° 34' for 29.6 feet; thence northward with an interior angle of 90° 02' for 164.1 feet to a 1/2 inch iron pipe; thence eastward with an interior angle of 90° 01' for 100 feet to a 1/2 inch iron pipe; thence northward with an interior angle of 90° 57' for 1010.65 feet to a 1/2 inch iron pipe; thence eastward with an interior angle of 89° 51' for 69.2 feet to a point of beginning; being a part of Two Rivers Farmstead, comprising United States Government lots numbered 63 and 64 and located in the northwest quarter of the said Section 29, Township 15 North, Range 10 East and containing 8.80 acres, more or less; together with the following-described nine buildings, to wit: one cannery and warehouse; one barn; one storeroom and garage; two oil houses; one workshop; one latrine; one coal shed; and one office building.

Said property transferred hereby was duly declared surplus and was assigned to the Secretary of Health, Education, and Welfare, for disposal for educational purposes pursuant to the provisions of the aforementioned Act and of applicable rules, regulations, and orders.

The above-described premises are transferred subject to all easements, licenses, and permits, including those for roads, highways, railways, and pipelines and those for sewer, power, telephone, gas, and water lines, and other public and private utilities. With respect to any such easements, licenses, and permits, the GRANTEE, by acceptance of this deed or any rights hereunder, assumes all rights, duties, and obligations of the GRANTOR and agrees to save the GRANTOR harmless from all claims and liability of every nature and kind which may now or may hereafter exist against it by reason of the terms, conditions, and provisions of the instruments under which the same were created.

In accordance with Executive Order 9908, approved December 5, 1947 (12 F.R. 8223), all uranium, thorium, and all other materials determined pursuant to section 5(b)(1) of the Atomic Energy Act of 1946 (60 Stat. 761), to be peculiarly essential to the production of fissionable material, contained, in whatever concentration in deposits in the lands covered by this instrument are hereby reserved for the use of the UNITED STATES OF AMERICA, together with the right of the UNITED STATES OF AMERICA through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made, except that,

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when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect, insofar as such material is concerned.

TO HAVE AND TO HOLD the foregoing described property, with appurtenances, except the fissionable materials, excepted above, and the rights reserved above, and under and subject to the reservations, restrictions, and conditions set forth in this instrument, unto the GRANTEE, its successors and assigns forever; provided, however, that this deed is made and accepted upon each of the following conditions subsequent, which shall be binding upon and enforceable against GRANTEE, its successor 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 applicable laws without discrimination because of nationality, race, religion and political principles, or residence, and in accordance with the proposed program and plan as set forth in the application of the GRANTEE, dated November 4, 1954, 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 aforesaid property and will furnish, as requested, other pertinent data evidencing continuous use of the property for the purposes and in accordance with the approved program specified in the above-identified application, such reports and data to be submitted by the GRANTEE to the Department through the Regional Property Coordinator, Department of Health, Education, and Welfare at Kansas City, Missouri, or his successor in function.

In the event of a breach by the GRANTEE within twenty (20) years of the date of this conveyance of any of the conditions set forth in this deed, or in the event of any unauthorized noncompliance by the GRANTEE with the program and plan of operation as set forth in the application of the GRANTEE dated November 4, 1954, whether caused by the legal or other inability of said GRANTEE, its successors or assigns, to perform any of the obligations herein set forth, then all right, title and interest in and to the above-described property shall, at the option of the UNITED STATES OF AMERICA, 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 GRANTEE'S obligations 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 reenter the premises for any such breach of said conditions within twenty-one (21) years from the date of this conveyance, the conditions set forth above together with all rights of the UNITED STATES OF AMERICA to reenter as in this paragraph provided, shall, as of that date,

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terminate and be extinguished.

In the event title to the above-described premises is reverted to the UNITED STATES OF AMERICA for noncompliance 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 educational 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 noncompliance.

The GRANTEE may secure abrogation of the conditions numbered 1, 2, and 3 herein and of the conditional right of the UNITED STATES OF AMERICA to a reverter 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 100 percent of the current market value of Seven Thousand One Hundred (\$7,100) 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.

The GRANTEE by the acceptance of this deed 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 period of restricted use by the transferee, 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

