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2021-66248 (4)
Sarah J. Freidel, Burt County Clerk

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J
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QUITCLAIM DEED

STATE OF NEBRASKA X
COUNTY OF BURT X

KNOW ALL BY THESE PRESENTS:

THIS QUITCLAIM DEED is made this 29 day of March, 2021, by and between the United States of America (herein sometimes referred to as the "Government"), acting by and through the Administrator of General Services Administration (hereinafter referred to as "Grantor"), under and pursuant to authority of 40 U.S.C. § 553, and rules, orders, and regulations issued pursuant thereto, and Burt County, Nebraska, 111 N. 13th Street, Tekamah, NE 68061 (hereinafter referred to as "Grantee"). The terms used to designate any of the parties herein shall include their respective representatives, successors and assigns of said parties.

I. Quitclaim of the Fee Estate

Grantor, for and in consideration of the specific agreements hereinafter made by Grantee, for itself and its successors and assigns, agrees to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby grant, convey, remise, release and forever quitclaim to the Grantee, its successors and assigns, pursuant to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth, fee simple, in and to, that certain real property known as the former Decatur Microwave Tower Repeater Tract 100 (hereinafter referred to as the "Property"), and described in detail as follows:

Legal Description

A tract of land situated in the NE1/4NE1/4 of Section 27, Township 23 North, Range 10 East of the Sixth Principal Meridian, Burt County, Nebraska, being more particularly described as follows:

Commencing at the Northeast corner of said NE1/4NE1/4; thence Southerly along the East line of said NE1/4NE1/4, a distance of 600.00 feet to the POINT OF BEGINNING; thence Westerly at right angles to the right, 350.00 feet; thence Southerly parallel with said East line, 300.00 feet; thence Easterly at right angles to the left, 350.00 feet to said East line; thence Northerly along said East line to the point of beginning. The tract of land herein described contains 2.41 acres, more or less.

The above described tract of land hereinafter referred to as the "Property".

TO HAVE AND TO HOLD the Property, together with all improvements, hereditaments, appurtenances, therein and all reversions, remainders, issues, profits and other rights belonging or related thereto, and subject all reservations, restrictions, covenants, exceptions, notifications, conditions, and agreements herein set forth in this Quitclaim Deed, either in law or in equity, for the use, benefit, and behalf of the Grantee, its successors and assigns forever.

II. SPECIAL AND GENERAL EXCEPTIONS AFFECTING THE PROPERTY

This Quitclaim Deed covering the Property is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the Property:

A. All existing licenses, permits, servitudes and right-of-way including, but not limited to State highway department driveway permits, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, conduits and canals on, over and across said land, whether or not of record.

B. All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch and reservoir rights, as well as oil, gas, and/or minerals, whether or not of record.

C. All other existing interests reserved by any grantor(s) in chain of title unto said grantor(s), their respective successors and assigns, which affect any portion of the Property interest(s) hereinabove described, whether or not of record.

D. Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject Property.

E. Existing ordinances or resolutions, special purpose district rules and regulations, including soil conservation district rules and regulations and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject Property.

III. RESERVATIONS/COVENANTS COVERING THE PARCELS

This Quitclaim Deed covering the Property is expressly made subject to the following reservations in favor of Grantor, and its assigns.

SAVE AND EXCEPT and there is hereby reserved unto Grantor, and its assigns, all rights and interests which have been previously reserved to the United States in any Patent(s) which cover(s) the Property.

SAVE AND EXCEPT, and there is hereby excepted and reserved unto the UNITED STATES OF AMERICA, and its assigns, all right, title and interest in and to all oil, gas, hydrocarbons, and other minerals that may be produced in and under the Property; including, but not limited to the following attributes in connection with its right to take, develop and produce such oil, gas, hydrocarbons, and minerals: (1) the right of ingress and egress to the Property, (2) the right to lease, (3) the right to receive bonus payments, (4) the right to receive delay rentals, and (5) the right to receive royalty payments.

IV. OTHER ENVIRONMENTAL NOTICES, COVENANTS AND RESERVATIONS

A. Notice of Pesticides Application

Grantee is hereby notified as follows:

1. Pesticides that have been applied in the management of the Property may be found on the Property;
2. the Government knows of no use of any registered pesticide in a manner inconsistent with its labeling, and believes that all applications were made in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136 et seq. ("FIFRA"), its implementing regulations, and according to the labeling provided with such substances; and
3. the Government believes that, in accordance with the applicable provisions of CERCLA, such application of pesticides is not a Release, but instead is a consumer product in consumer use (42 U.S.C. § 9601(9)), and is application of a pesticide product registered under FIFRA for which recovery of response costs is not allowed (42 U.S.C. § 9607(i))

V. NOTICE OF PUBLIC BENEFIT CONVEYANCE / RIGHT OF REVERTER

A. REVERTER CLAUSE Grantee understands that the Property is being transferred pursuant to 40 U.S.C. Section 553 for emergency management response use and agrees that the Property will be used and maintained as an emergency management response facility in perpetuity, and that in event the Property ceases to be used or maintained as an emergency management response facility, all or any portion of the Property shall, in its then existing condition, at the option of the Grantor, revert to the Grantor.

VI. MISCELLANEOUS NOTICES, TERMS, CONDITIONS, AGREEMENTS, AND COVENANTS

Except as otherwise provided by 42 U.S.C. 9620(h)(3), Grantee covenants for itself, its heirs, assigns and every successor in interest to the Property herein described or any part thereof that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have a right to enforce each of the covenants herein in any court of competent jurisdiction; provided, however, the United States of America shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following covenants herein agreed.

A. Grantee has inspected the described and conveyed Property and has satisfied itself that the property is free of any hazardous substances or petroleum products or their derivatives, calcium hypochlorite, batteries and insecticides, and Grantee, for itself and its heirs, successors and assigns, covenants and agrees to indemnify, protect, defend, save and hold harmless the United States of America, and its employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, cost and expenses (including without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with, and/or arising out of the discovery of any hazardous substance(s) or petroleum product(s) or their derivatives, calcium hypochlorite, batteries and insecticides which may have contaminated the hereinabove and conveyed Property after the date of the delivery of this conveyance, including but not limited to, any environmental response action, corrective action, or removal, monitoring, investigation, sampling, or testing in connection therewith.

B. AS-IS, WHERE-IS PROVISION

- 1) GRANTEE AGREES AND ACKNOWLEDGES THAT GRANTOR IS SELLING THE PROPERTY STRICTLY ON AN "AS IS, WHERE IS", WITH ALL FAULTS AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, WITH ANY AND ALL LATENT AND PATENT DEFECTS. GRANTEE ACKNOWLEDGES THAT GRANTOR HAS MADE THE PROPERTY AVAILABLE FOR INSPECTION BY GRANTEE AND GRANTEE'S REPRESENTATIVES. GRANTEE HAS INSPECTED, OR WILL HAVE INSPECTED PRIOR TO CLOSING, THE PHYSICAL CONDITION OF THE PROPERTY TO THE EXTENT FELT NECESSARY BY GRANTEE, INCLUDING ALL IMPROVEMENTS THEREON, AND ACCEPTS TITLE TO THE SAME "AS IS" IN ITS EXISTING PHYSICAL CONDITION. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY STATEMENT OR OTHER ASSERTION OF THE UNITED STATES OF AMERICA, AS GRANTOR, INCLUDING ITS AGENCIES OR ANY OFFICIAL, AGENT REPRESENTATIVE OR EMPLOYEE OF THE FOREGOING, WITH RESPECT TO THE PROPERTY'S CONDITIONS. EXCEPT AS SET FORTH IN THE CONTRACT, GRANTEE IS RELYING SOLELY AND WHOLLY ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY, IS FULLY SATISFIED WITH THE PROPERTY, AND ACCEPTS ANY LIABILITIES OR COSTS ARISING IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY. EXCEPT AS SET FORTH IN SECTION VLB.3., BELOW, THE UNITED STATES OF AMERICA AND ITS AGENCIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY MAKE NO WARRANTIES OF TITLE, HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER. GRANTEE IS PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE ALL PUBLIC RECORDS AVAILABLE REGARDING THE PROPERTY.
- 2) NO EMPLOYEE OR AGENT OF GRANTOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY AS TO THE QUALITY OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO GRANTOR, OR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL GRANTOR BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, WITHOUT LIMITATION, DEFECTS RELATED TO ASBESTOS OR ASBESTOS CONTAINING MATERIALS, LEAD, LEAD-BASED PAINT, UNDERGROUND STORAGE TANKS, MOLD, RADON OR HAZARDOUS OR TOXIC MATERIALS, CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY.
- 3) NOTHING IN THIS "AS IS, WHERE IS" PROVISION WILL BE CONSTRUED TO MODIFY OR NEGATE THE GRANTOR'S OBLIGATION UNDER THE CERCLA COVENANT OR ANY OTHER STATUTORY OBLIGATIONS.

06/15/18

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this 29 day of March, 2021.

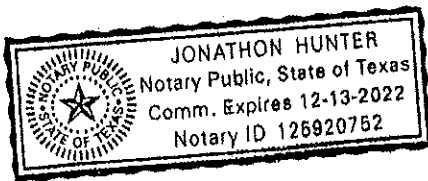
UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

By: Melvin E. Freeman
MELVIN E. FREEMAN
Director
Real Property Acquisition and Disposal Division
Greater Southwest Region
General Services Administration

THE STATE OF TEXAS X
COUNTY OF TARRANT X

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared MELVIN E. FREEMAN, known to me to be the person whose name is subscribed to the foregoing quitclaim deed, and known to me to be the Director, Real Property Acquisition and Disposal Division, Greater Southwest Region, General Services Administration, Fort Worth, Texas, and acknowledged to me that the same was the act and deed of the United States of America and of the Administrator of General Services and that he executed the same as the voluntary act of the United States of America and of the Administrator of General Services for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Fort Worth, Texas, this 29 day of March, 2021.



[Signature]
Notary Public State of Texas

Notary's Name: _____
My Commission Expires: _____

05/20/21

Real Estate Transfer Statement

• To be filed with the Register of Deeds. • Read Instructions on reverse side.
• If additional space is needed, add an attachment and identify the applicable item number.

The deed will not be recorded unless this statement is signed and items 1-25 are accurately completed.

1 County Name <u>Burt</u>		2 County Number Select County & County Number <u>11</u>		3 Date of Sale/Transfer Mo. <u>3</u> Day <u>27</u> Yr. <u>2021</u>		4 Date of Deed Mo. <u>3</u> Day <u>27</u> Yr. <u>2021</u>	
5 Grantor's Name, Address, and Telephone (Please Print) Grantor's Name (Seller) <u>United States of America</u> Street or Other Mailing Address <u>Administrator of General Services Admin.</u> City _____ State _____ Zip Code _____				6 Grantee's Name, Address, and Telephone (Please Print) Grantee's Name (Buyer) <u>Burt County, Nebraska</u> Street or Other Mailing Address <u>1757 Street</u> City <u>Tenning</u> State <u>NE</u> Zip Code <u>68061</u>			
Phone Number _____				Is the grantee a 501(c)(3) organization? If Yes, is the grantee a 509(a) foundation?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>	
Email Address _____				Email Address _____			

7 Property Classification Number. Check one box in categories A and B. Check C if property is also a mobile home.

(A) Status	(B) Property Type	(C)
<input checked="" type="checkbox"/> Improved <input type="checkbox"/> Unimproved <input type="checkbox"/> IOLL	<input type="checkbox"/> Single Family <input type="checkbox"/> Multi-Family <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Agricultural <input type="checkbox"/> Recreational <input type="checkbox"/> Mineral Interests-Nonproducing <input type="checkbox"/> Mineral Interests-Producing <input checked="" type="checkbox"/> Exempt <u>Land + Tower</u>	<input type="checkbox"/> State Assessed <input type="checkbox"/> Mobile Home

8 Type of Deed

<input type="checkbox"/> Conservator	<input type="checkbox"/> Distribution	<input type="checkbox"/> Land Contract/Memo	<input type="checkbox"/> Partition	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other _____
<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Easement	<input type="checkbox"/> Lease	<input type="checkbox"/> Personal Rep.	<input type="checkbox"/> Trust/Trustee	
<input type="checkbox"/> Cemetery	<input type="checkbox"/> Death Certificate - Transfer on Death	<input type="checkbox"/> Executor	<input type="checkbox"/> Mineral	<input checked="" type="checkbox"/> Quit Claim	<input type="checkbox"/> Warranty

9 Was transfer part of IRS like-kind exchange (I.R.C. § 1031 Exchange) by buyer or seller?
 Buyer Seller No

10 Type of Transfer

<input type="checkbox"/> Auction	<input type="checkbox"/> Easement	<input type="checkbox"/> Gift	<input type="checkbox"/> Life Estate	<input type="checkbox"/> Sale	<input type="checkbox"/> Transfer on Death
<input type="checkbox"/> Court Decree	<input type="checkbox"/> Exchange	<input type="checkbox"/> Grantor Trust	<input type="checkbox"/> Partition	<input type="checkbox"/> Satisfaction of Contract	<input checked="" type="checkbox"/> Other (Explain) <u>Federal Grant</u>

11 Was ownership transferred in full? (If No, explain the division.)
 Yes No

12 Was real estate purchased for same use? (If No, state the intended use.)
 Yes No

13 Was the transfer between relatives, or if to a trustee, are the trustor and beneficiary relatives? (If Yes, check the appropriate box.)

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Aunt or Uncle to Niece or Nephew	<input type="checkbox"/> Family Corp., Partnership, or LLC	<input type="checkbox"/> Self	<input type="checkbox"/> Other _____
		<input type="checkbox"/> Brothers and Sisters	<input type="checkbox"/> Grandparents and Grandchild	<input type="checkbox"/> Spouse	
		<input type="checkbox"/> Ex-spouse	<input type="checkbox"/> Parents and Child	<input type="checkbox"/> Step-parent and Step-child	

14 What is the current market value of the real property?
\$13,000.00

15 Was the mortgage assumed? (If Yes, state the amount and interest rate.)
 Yes No \$ _____ %

16 Does this conveyance divide a current parcel of land?
 Yes No

17 Was transfer through a real estate agent or a title company? (If Yes, include the name of the agent or title company contact.)
 Yes No

18 Address of Property _____

19 Name and Address of Person to Whom the Tax Statement Should be Sent
N/A

18a No address assigned 18b Vacant land

20 Legal Description (Attach additional pages, if needed.)
see (other side) attachment
pt. NE⁴ NE⁴ of 27-23-10

21 If agricultural, list total number of acres transferred in this transaction _____

22 Total purchase price, including any liabilities assumed	\$	0.00
23 Was non-real property included in the purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If Yes, enter dollar amount and attach itemized list.) (see instructions)	\$	
24 Adjusted purchase price paid for real estate (line 22 minus line 23)	\$	0.00

25 If this transfer is exempt from the documentary stamp tax, list the exemption number 2

Under penalties of law, I declare that I have examined this statement and that it is, to the best of my knowledge and belief, true, complete, and correct, and that I am duly authorized to sign this statement.

sign here

Print or Type Name of Grantee or Authorized Representative
Edmond Talbot

Signature of Grantee or Authorized Representative
[Signature]

Title
County Clerk

Phone Number
419/21

Date
4/9/21

Register of Deed's Use Only

26 Date Deed Recorded Mo. _____ Day _____ Yr. _____	27 Value of Stamp or Exempt Number \$ _____	28 Recording Data	For Dept. Use Only
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Grantee—Retain a copy of this document for your records.