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**RESOLUTION**

**BE IT RESOLVED**, that the property legally described as:

The South Half (S 1/2) of Lots 31, 32, and 33, in Burley & McLean's South Side Residence Tracts Addition to the City of Friend, Saline County, Nebraska

should be and the same hereby is conveyed to City of Friend, and the President and Secretary of this Board of Education shall, and are hereby authorized to, execute the Quitclaim Deed, and any and all other deeds, titles, and/or bills of sale necessary to complete the conveyance.

The above Resolution having been read in its entirety, Member Shane Stutzman moved for its passage and adoption, and Member Dr. Robert McKeeman seconded the same.

After discussion, and on roll call vote, the following members voted in favor of passage and adoption of the above Resolution:

**Dr. Richard Kubicek, Susan Noler, Billy Baugh, Donna Scholl,  
Dr. Robert McKeeman, Shane Stutzman**

The following members voted against the same: NONE

The following members were absent or not voting: NONE

The above Resolution, having been consented to by two-thirds or more of the members of the Board of Education of this School District, was declared as passed and adopted by the President at a duly held and lawfully-convened meeting in full compliance with the Nebraska Open Meetings Law and other Nebraska Laws.

**DATED** this 13th day of May, 2002.

**SALINE COUNTY SCHOOL DISTRICT 0068  
a/k/a FRIEND PUBLIC SCHOOLS**

BY:   
Susan Noler, President

**ATTEST:**

  
D. Elaine Spicka, Secretary to the Board

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**QUITCLAIM DEED**

Saline County School District 0068, a/k/a Friend Public Schools, herein GRANTOR, in consideration of One Dollar and other good and valuable consideration received from GRANTEE, The City of Friend, quitclaims to GRANTEE the following-described real estate (as defined in Neb. Rev. Stat. § 76-201):

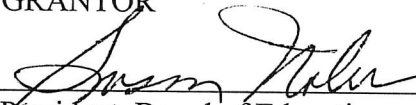
The South Half (S ½) of Lots 31, 32 and 33, in Burley & McLean's South Side Residence Tracts Addition to the City of Friend, Saline County, Nebraska

subject, however, to the conditions that the GRANTEE, and anyone taking by, through, or under GRANTEE, and any successor-in-interest of title to GRANTEE, shall release GRANTOR from any and all claims GRANTEE may have against GRANTOR as a result of any paving or other assessments on said real estate, and, further, GRANTEE shall and does hereby agree to indemnify and save harmless the GRANTOR, and all present and past School Board members of GRANTOR in their official and individual capacities, and all successors-in-interest to GRANTOR, and all present, past and future School Board members in their official and individual capacities of any of GRANTOR'S successors-in-interest, from any and all claims, suits, losses, damages, or expenses whatsoever, on account of injuries to or death of any and all persons whomsoever belonging and any and all economic losses, whether direct, resulting, special or consequential arising or growing out of, or in any manner connected with or caused or occasioned by, the presence of hazardous materials as the words "hazardous materials" are commonly understood or as the words "hazardous materials" are defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., as amended or as defined by other state or federal law, in or on, above or under, or about said premises, any improvements of the real estate, without regard to fault. The GRANTEE, or anyone taking by, through, or under GRANTEE or any successor-in-interest and title to GRANTEE, further agrees that it will appear and defend at its own expense, in the name and on behalf of the GRANTOR, all claims, actions or suits in whatever form, in any manner, arising or growing out of this indemnification for which the GRANTOR is liable, or is alleged to be liable.

This Quitclaim Deed conveys any interest of GRANTOR on an "As Is" basis. This Quitclaim Deed has been duly authorized by the School Board of GRANTOR at a regular meeting of the same, after an affirmative vote of at least two-thirds (2/3rds) of all members of the School Board.

EXECUTED this 13 day of MAY, 2002.

SALINE COUNTY SCHOOL DISTRICT  
0068, a/k/a FRIEND PUBLIC SCHOOLS,  
GRANTOR

  
\_\_\_\_\_  
President, Board of Education

COPY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SALINE )

The foregoing instrument was acknowledged before me on this 13th day of May, 2002, by Susan Noler and D. Elaine Spicka, President and Secretary, respectively, of Saline County School District 0068, a/k/a Friend Public Schools, Grantor, on behalf of Grantor.



Dolores C. Lyons  
Notary Public

MY COMMISSION EXPIRES: May 24, 2005

**GRANTEE ACCEPTANCE**

This Deed and all terms and conditions therein are hereby accepted this 7 day of June, 2002.

CITY OF FRIEND, GRANTEE

By: James W. Vassler  
Authorized Officer

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SALINE )

The foregoing instrument was acknowledged before me on this 7th day of June, 2002, by James W. Vassler, City of Friend, Grantee.

Lorraine C. Milton  
Notary Public

MY COMMISSION EXPIRES: April 13, 2006

