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Rita M. Mundil
Colfax Co. Clerk/Reg of Deeds

JUL 12 2013

Inst 2013-01080 At 10:45 AM

By Cristal N Melgar

NEBRASKA DOCUMENTARY STAMP TAX	
Date	7-12-2013
\$ Exempt	By <u>Cristal N Melgar</u>

Return to: Richard T. Seckman
Karel & Seckman
1109 C Street
P.O. Box 466
Schuyler, NE 68661

TEMPORARY CONSTRUCTION EASEMENT

That in consideration of \$1.00 and other good and valuable consideration paid to Dowd Grain Company, Inc., a Nebraska Corporation, hereinafter referred to as Grantor, by the City of Schuyler, Nebraska, a Nebraska Municipal Corporation, hereinafter referred to as Grantee, said consideration of receipt which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey to Grantee, a temporary easement and right-of-way, in, on, over and across the following described real estate for the purpose of construction of a public sidewalk with appurtenances and accessories thereto, for use by Grantee, its representatives, agents and contractors as a work area to perform any of the work necessary and incident to the construction of a public sidewalk project within the limits of the easement and right-of-way property described as follows, to-wit:

The West 12 feet of Lots 3 and 4, Schuyler Commercial Subdivision, a subdivision of the City of Schuyler, Colfax County, Nebraska.

The term of this easement shall commence with the date of possession of easement areas granted to Grantee and shall terminate not later than one year from said date. The consideration given to Grantor shall constitute payment in full for all damages sustained by Grantor.

Grantor covenants and agrees that Grantor owns the easement area and has good right to grant easement over same and that said easement area is free and clear of liens and encumbrances except those of record and that Grantor will warrant and defend Grantor's title to the easement area against the lawful claims and demands of all persons.

Grantor reserves to itself, its successors and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easements hereby acquired.

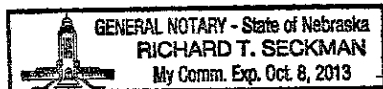
IN WITNESS WHEREOF, the Grantor does hereby affix its signature this 11th day of July, 2013.

Dowd Grain Company, Inc.,
a Nebraska Corporation

By: [Signature]
President

STATE OF NEBRASKA,)
) SS.
COUNTY OF COLFAX.)

On this 11th day of July, 2013, before me, a notary public in and for said county and state, personally came Dwaine J. Dowd, President for and on behalf of Dowd Grain Company, Inc., a Nebraska Corporation, Grantor herein, who did sign the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed for the purposes herein set forth.



[Signature]
Notary Public