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

JUL 12 2013

Inst 2013-01081 At 10:45 a.m.

By Lisa R Suehle

NEBRASKA DOCUMENTARY
STAMP TAX
Date July 12, 2013
Is exempt By Lisa R. Swe

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

PERMANENT 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 perpetual right and easement in and to the following described real estate to build, maintain and repair a public sidewalk, with appurtenances and accessories thereto, on that property described as follows, to-wit:

The West 6 feet of Lots 3 and 4, Schuyler Commercial Subdivision, a subdivision of the City of Schuyler, Colfax County, Nebraska.

This is a perpetual easement which shall run with the land and inure to the benefit of Grantee, its successors and assigns. Grantee, its successors and assigns, are given full and free right at all times to enter upon said premises to accomplish the purpose of this easement and rights granted herein. The consideration given to Grantor shall constitute payment in full from 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 his signature this 11th day of July, 2013.

DOWD GRAIN COMPANY, INC.,
A Nebraska Corporation

BY: [Signature]
President

[illegible]

On this 11th day of July, 2013, before me, a notary public in and for said county and state, personally came Diane J. Dowd, President, for an 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.



Notary Public