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By Cristal W Melgar

NEBRASKA DOCUMENTARY STAMP TAX	
Date	11-14-2013
\$ Exempt	By <u>Cristal W Melgar</u>

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 utility services including but not limited to sewer, water and electrical utilities with appurtenances and accessories thereto, on that property described as follows, to-wit:

The East 10 feet of the West 30 feet of Lots 2 and 3, Schuyler Commercial Subdivision Replat One, a subdivision of the City of Schuyler, Colfax County, Nebraska.

This permanent easement is intended to replace that 10 foot wide utility easement in favor of Grantee as depicted on the plat of the Schuyler Commercial Subdivision Replat One to reflect that the easement commences 20 feet East of the West boundary line rather than 25 feet East of the West boundary line of said Lots 1 and 2 of the subject property.

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.

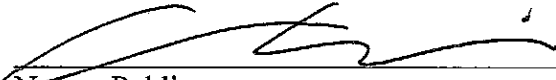
IN WITNESS WHEREOF, the Grantor does hereby affix his signature this 11<sup>th</sup> day of Nov., 2013.

DOWD GRAIN COMPANY, INC.,  
A Nebraska Corporation

BY: [Signature]  
President

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

On this 12<sup>th</sup> day of November, 2013, before me, a notary public in and for said county and state, personally came Duane 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.

  
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Notary Public

