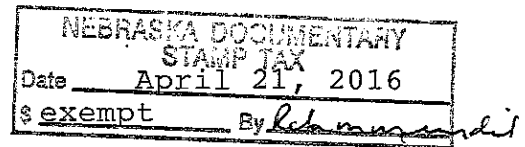


COLFAX COUNTY REGISTER OF DEEDS

Rita M. Mundil  
April 21, 2016  
Inst. 2016-00546 at 11:20 AM  
Fee: \$16.00. Page count: 2  
By *Rita M. Mundil*



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, and Creighton University, a Nebraska Not-for-Profit 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 water main 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 water main project within the limits of the easement and right-of-way property described as follows, to-wit:

A PARCEL OF LAND LOCATED IN PART OF LOT 3, SCHUYLER COMMERCIAL SUBDIVISION REPLAT ONE AS PLATTED IN THE CITY OF SCHUYLER, COLFAX COUNTY, NEBRASKA BEING DESCRIBED AS FOLLOWS: THE EAST 14 FEET OF THE WEST 20 FEET OF SAID LOT 3.

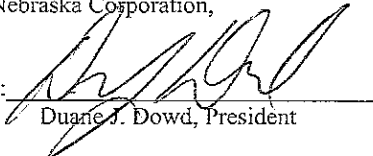
The term of this easement shall commence with the date of possession of easement areas granted to Grantee and shall terminate not later than one year from said date. The consideration given to Grantor shall constitute payment in full for all damages sustained by Grantor.

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 18<sup>th</sup> day of April, 2016.

Dowd Grain Company, Inc.,  
A Nebraska Corporation,

BY:   
Duane J. Dowd, President

Creighton University,  
A Not-for-Profit Corporation

BY:   
President / Vice President / GENERAL COUNSEL

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

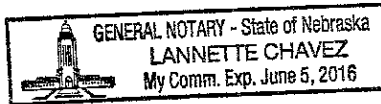
On this 7 day of April, 2016, before me, a notary public in and for said county and state, personally came Duane J. Dowd, President, for an on behalf of Dowd Grain Company, Inc., a Nebraska Corporation, Grantor herein, who did sign the foregoing Temporary Construction Easement and acknowledged the execution thereof to be his voluntary act and deed for the purposes herein set forth.



Susan E. Bliss  
Notary Public

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

On this 16 day of April, 2016, before me, a notary public in and for said county and state, personally came James Hansen, <sup>General Counsel</sup> President/Vice President, for and on behalf of Creighton University, a Nebraska Not-for-Profit Corporation, Grantor herein, who did sign the foregoing Temporary Construction Easement and acknowledged the execution thereof to be his/her voluntary act and deed for the purposes herein set forth.



Lannette Chavez  
Notary Public