

Filed in the Office of
Rita M. Mundil
Colfax Co. Clerk/Reg of Deeds

OCT 25 2013

NEBRASKA DOCUMENTARY STAMP TAX	
Date	Oct. 25, 2013
\$ exempt	By Lisa R. Suehla

Inst 2013-01614 At 9:00 a.m.
By Lisa R. Suehla

Conservation Easement for Mitigation

THIS INDENTURE, is made this 24 day of Oct., 2013 by and between the Daniel L. Gaskill, Trustee ("Grantor"), and Colfax County, Nebraska ("Grantee").

WHEREAS, Grantor is the owner in fee simple of certain real property located in Colfax County, Nebraska, more particularly described on Exhibit "A" attached hereto and made a part hereof ("Protected Property"); and

WHEREAS, in consideration of the approval of the Protected Property for use as wetland mitigation, to be known as the Schuyler Southwest Mitigation Site, by the U.S. Army Corps of Engineers, Omaha District, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor has agreed to place certain restrictions on the Protected Property exclusively for conservation purposes, in order that it shall remain substantially in its natural condition forever; and

WHEREAS, the purposes of this Conservation Easement also include, without limitation, one or more of the following: (a) retaining or protecting natural, scenic, or open-space aspects of real property; (b) ensuring the availability of real property for educational, or open-space use; (c) protecting natural resources; (d) maintaining or enhancing air or water quality; and

WHEREAS, Grantee represents that it is a government body empowered to hold an interest in real property under the laws of the State of Nebraska or the United States; and

WHEREAS, the residents and citizens within the jurisdiction boundaries will benefit from the scenic, environmental and preservation of wildlife habitat functions of the Protected Property; and

WHEREAS, This easement shall be reviewed by the Corps of Engineers prior to signature to assure compliance with permit conditions.

COE representative initials ARW

NOW THEREFORE, for the foregoing consideration, and in further consideration of the restrictions, rights, and agreements herein, Grantor hereby conveys to Grantee a conservation easement over the Protected Property consisting of the following;

A. RESTRICTIONS

These restrictions shall run with the land and be binding on Grantor's heirs, successors, administrators, assigns, lessees, or other occupiers and users, and are subject to the Reserved Rights that follow.

1. **General.** There shall be no filling, excavating, mining or drilling; no removal of natural materials; no dumping of materials; and, no alteration of the topography in any manner except as shall be necessary to maintain the wetlands, buffer and stream.
2. **Waters and Wetlands.** In addition to the General restrictions above, there shall be no draining, dredging, damming or impounding; no changing the grade or elevation, impairing the flow or circulation of waters, reducing the reach of waters; and, no other discharge or activity requiring a permit under applicable clean water or water pollution control laws and regulations, as amended.
3. **Trees / Vegetation.** There shall be no clearing, burning, cutting or destroying of trees or vegetation, except as expressly authorized in the Reserved Rights; there shall be no planting or introduction of non-native or exotic species of trees or vegetation.
4. **Uses.** No agricultural, industrial, or commercial activity shall be undertaken or allowed which would interfere with or damage the Protected Property.
5. **Structures.** There shall be no construction, erection, or placement of buildings, mobile homes, fences, signs, billboards, or any other structures, permanent or temporary, nor any additions to existing structures.
6. **New Roads.** There shall be no construction of new roads, trails or walkways without the prior written approval of the Grantee and the US Army corps of Engineers, including the manner in which they are constructed. There shall be no operation of all-terrain vehicles or any other type of motorized vehicle on the land.
7. **Utilities.** There shall be no construction or placement of utilities or related facilities without the prior written approval of Grantee.
8. **Pest Control.** There shall be no application of pesticides or biological controls, including for problem vegetation, without prior written approval from the Grantee.
9. **Other Prohibitions.** Any other use of, or activity on, the Protected Property that is or may become inconsistent with the preservation of the Protected Property substantially in its natural condition, or the protection of its environmental systems, is prohibited.

B. RESERVED RIGHTS

Notwithstanding the foregoing Restrictions, Grantor reserves for Grantor, its heirs, successor, administrators, and assigns the following Reserved Rights, which may be exercised upon providing written notice to Grantee, except where expressly provided otherwise:

1. **Landscape Management.** Landscaping by the Grantor to prevent severe erosion or damage to the Protected Property or portions thereof, or significant detriment to existing or permitted uses, is allowed, provided that such landscaping is generally consistent with preserving the natural condition of the Protected Property. Grantor shall undertake all such actions, however categorized, as may be necessary or proper to construct or maintain the wetlands in accord with the approved mitigation plan.
2. **Recreation.** Grantor reserves the right to permit any outdoor, non-commercial recreational activities, including hunting (excluding planting or burning) and fishing, with cumulatively very small impacts, and which are consistent with the continuing natural condition of the Protected Property.
3. **Mineral Interests.** Grantor specifically reserves a qualified mineral interest (as defined in § 170(h)(6) of the Internal Revenue Code) in subsurface oil, gas or other minerals and the right to access such minerals. However, there shall be no extraction or removal of, or exploration for, minerals by any surface mining method, nor by any method which results in subsidence or which otherwise interferes with the continuing natural condition of the Protected Property.
4. **Other Reserved Rights.** Grantor reserves the right to engage in all acts or uses not prohibited by the Restrictions and which are not inconsistent with the conservation purposes of this grant and the preservation of the Protected Property substantially in its natural condition.

C. GENERAL PROVISIONS

The following General Provisions shall be binding upon, and inure to the benefit of, the Grantor and Grantee, and the heirs, successors, administrators, assigns, lessees, licensees and agents of each:

1. **Rights of Access and Entry.** Grantee shall have the right to enter and go upon the Protected Property for purposes of inspection, and to take actions necessary to verify compliance with the Restrictions. Grantee shall also have the rights of visual access and view, and to enter and go upon the Protected Property for purposes of making scientific or educational observations and studies, and taking samples, in such a manner as will not disturb the quiet enjoyment of the Protected Property by Grantor. No right of access or entry by the general public to any portion of the Protected Property is conveyed by this Conservation Easement.
2. **Enforcement.** In the event of a breach of the Restrictions by Grantor or another party, the Grantee must notify the Grantor in writing of the breach. The Grantor shall have thirty (30) days after receipt of such notice to undertake actions, including complete restoration, that are reasonably calculated to swiftly correct the conditions constituting the breach. If the Grantor fails to take such corrective action within thirty (30) days, or fails to complete the necessary corrective action, the Grantee may undertake such actions, including legal proceedings, as are necessary to effect such corrective action. The cost of corrections, including the Grantee's expenses, court costs, and attorney's fees, shall be paid by Grantor, provided Grantor is determined to be the responsible for the breach. Enforcement shall be at the discretion of the Grantee, and no omission or delay in acting shall constitute a waiver of any enforcement right. These enforcement rights are in addition to those available under other provisions of law or equity.
3. **Events Beyond Grantor's Control.** Nothing herein shall be construed to authorized the Grantee to institute any proceedings against Grantor for any changes to the Protected Property caused by acts of God or circumstances beyond the Grantor's control such as earthquake, fire, flood, storm, war, civil disturbance, strike, the unauthorized acts of third persons, or similar causes
4. **Obligations of Ownership.** Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Protected Property. Grantor shall keep the Protected Property free of any liens or other encumbrances for obligations incurred by Grantor. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the protected Property, except as expressly provided herein. Nothing herein shall relieve the Grantor of the obligation to comply with federal, state, or local laws, regulations and permits that may apply to the exercise of the Reserved Rights.
5. **Extinction.** In the event that changed conditions render impossible the continued use of the Protected Property for the conservation purposes and provided that an appropriate substitution mitigation site and conservation easement has been tendered by Grantor and approved by Grantee this Conservation Easement may only be extinguished, in whole or in part, by judicial proceeding.

6. **Eminent Domain.** Whenever all or part of the Protected Property is taken in the exercise of eminent domain so as to substantially abrogate the Restrictions imposed by this Conservation Easement, the Grantor and Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking, and all incidental and direct damages due to the taking.
7. **Proceeds.** This Conservation Easement constitutes a real property interest immediately vested in Grantee. In the event that all or a portion of this Protected Property is sold, exchanged, or involuntarily converted following an extinguishment of the exercise of eminent domain, Grantee shall be entitled to the fair market value of this Conservation Easement. The parties stipulate that the fair market value of this Conservation Easement shall be determined by multiplying the fair market value of the Protected Property unencumbered by this Conservation Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of this easement at the time of this grant to the value of the Protected Property (without deduction of the value of this Conservation Easement) at the time of this grant. The values at the time of this grant shall be the values used, or which would have been used, to calculate a deduction for federal income tax purposes, pursuant to Section 170(h) of the Internal Revenue code (whether eligible or ineligible for such a deduction). Grantee shall use its share of the proceeds in a manner consistent with the purposes of this Conservation Easement.
8. **Replacement Mitigation Bank.** In the event that the conservation restrictions over all or a portion of this Protected Property are substantially abrogated following an extinguishment or the exercise of eminent domain, Grantor shall provide an appropriate replacement mitigation bank and conservation easement approved by Grantee. Grantor's obligation under this paragraph is limited by the amount of any proceeds for the Protected Property. Grantee shall be obligated to Grantor for the value of the replacement conservation easement in an amount determined under Section 170(h) of the Internal Revenue Code (regardless of eligibility for a deduction), not to exceed the amount of proceeds received by Grantee under the preceding paragraph. The replacement conservation easement shall be held by Grantee, unless another qualified Grantee under Nebraska law or § 170(h) of the Internal Revenue code is approved by the Corps of Engineers.
9. **Indemnification.** Grantor agrees to indemnify and hold harmless Grantee for all claims, causes of action, suits on, and damages, direct or consequential, which may arise from Grantor's ownership of the protected Property, or Grantor's property interest through this Conservation Easement. Grantor shall pay the costs and expenses of legal representation for any claims, causes of action, or suits on Grantee arising from or related to this Conservation Easement, unless it is determined that Grantee is liable for gross negligence in its obligations under this Conservation Easement. Grantee agrees to reasonably cooperate in the defense of any action files against Grantee, or against Grantor and Grantee.

10. **Notification.** Any notice, request of approval, or other communication required under this Conservation Easement shall be sent by registered or certified mail, postage repaid, to the following addresses (or such address as may be hereafter specified by notice pursuant to this paragraph):

To: Daniel L. Gaskill, 929 Road C, Schuyler, NE 68661

Grantor

To: Mark Arps, Colfax County Highway Department, 466 Road 10, Schuyler, NE 68661

Grantee

To Corps of Engineers:

RE: NWO-2012-02277-WEH
U.S. Army Corps of Engineers
8901 South 154th Street, Suite 1
Omaha, NE 68138-3621

11. **Assignment.** This Conservation Easement is transferable, but only to a qualified Grantee under law § 170(h) of the Internal Revenue code. As a condition of such transfer, the transferee shall agree to all of the restriction, rights, and agreements herein, and to continue to carry out the conservation purposes of this Conservation Easement.
12. **Subsequent Transfer.** Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument that transfers any interest in all or a portion of the Protected Property. Grantor agrees to provide written notice of such transfer at least thirty (30) days prior to the date of transfer. The failure of Grantor to comply with this paragraph shall not impair the validity or enforceability of this Conservation Easement.
13. **Amendment.** This Conservation Easement may be amended, but only in a writing signed by all parties hereto, and provided such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws or § 170(h) of the Internal Revenue Code, and is consistent with the conservation purposes of this grant.
14. **Severability.** Should any separable part of this Conservation Easement be found void or unenforceable by the court of competent jurisdiction, the remainder shall continue in full force and effect.
15. **Warranty.** Grantor warrants that it owns the Protected Property in fee simple, and that Grantor either owns all interests in the Protected Property which may be impaired by the graining of this Conservation Easement or that there are no outstanding mortgages, tax liens, encumbrances, or other interests in the Protected Property which have not been expressly subordinated to this Conservation Easement. Grantor further warrants that Grantee shall have the use of and enjoy all the benefits derived from the arising out of the Conservation Easement.

BUYER

Colfax County, Nebraska

By *Mark L. Arps*

Date 10-24-13

OWNER

Daniel L. Gaskill, Trustee

929 Road C

Schuyler, NE 68661

x *Daniel L. Gaskill*

Dated this 24 day of October, 2013

On the above date, before me a General Notary Public duly commissioned qualified, personally came

Dated this 24th day of October, 2013

On the above date, before me a General Notary Public duly commissioned qualified, personally came

to me known to be the identical _____ whose name _____ affixed to the foregoing instrument as _____ and acknowledged the same to _____

be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

Notary *Susan K. Heavican*

to me known to be the identical _____ whose name _____ affixed to the foregoing instrument as _____ and acknowledged the same to _____

be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

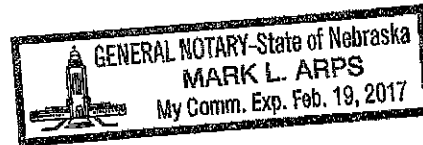
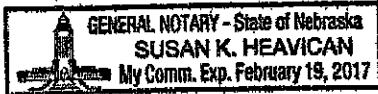
Notary *Mark L. Arps*

STATE OF NEBRASKA

Colfax SS. County

STATE OF Nebr.

Colfax SS. County



Project No.: _____ - Tr. _____

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION
ACQUISITION CONTRACT**

Copies to:

1. Right of Way Division, Nebraska Department of Roads
2. Owner
3. Buyer

Project No.: C001901705
Control No.:
Tract No.: 2

THIS CONTRACT, made and entered into this 24 day of Oct, 2013 by and between,

Daniel L. Gaskill, Trustee
Address: 929 Road C
Schuyler, NE 68661

hereinafter called the OWNER, and Colfax County, Nebraska, hereinafter called the BUYER.

PERMANENT EASEMENT

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the BUYER, a Permanent Easement for the construction, operation and maintenance of a developed wetlands and associated buffer areas which will be prepared and furnished by the BUYER, to certain real estate described in exhibit 1. (The description may be stated in either "metes and bounds" or "station and offsets")

EXHIBIT 1

A tract of land located in the NW ¼ of the NW ¼ of Section 28-Township 17 North-Range 3 East of the 6th Principal Meridian, Colfax County, Nebraska, more particularly described as follows:

Referring to the NW corner of the NW 1/4 of Section 28-Township 17 North-Range 3 East; thence south along the west line of said NW 1/4, a distance of 1080.00 feet; thence east, perpendicular, a distance of 33.00 feet to a point on the east right-of-way line, said point being the point of beginning; thence easterly, along a line deflecting 11 degrees 25 minutes 05 seconds left from the last described course, a distance of 216.36 feet; thence northeasterly, along a line deflecting 09 degrees 00 minutes 20 seconds left from the last described course, a distance of 203.13 feet; thence southeasterly, along a line deflecting 75 degrees 17 minutes 08 seconds right from the last described course, a distance of 20.68 feet; thence southwesterly, along a line deflecting 104 degrees 42 minutes 52 seconds right from the last described course, a distance of 209.95 feet; thence southwesterly, along a line deflecting 09 degrees 00 minutes 20 seconds right from the last described course, to a point being 33.00 feet east of said west line; thence north, along a line parallel to said west line to the point of beginning containing 0.20 acres, more or less, being the land for which a permanent easement is hereby acquired.

The Owner hereby agrees to restrict the use and title of the Land as follows:

- a. There shall be no construction or placement of structures or mobile homes, fences, signs, billboards or other advertising material, or other structures, whether temporary or permanent, on the land;
- b. There shall be no filling, draining, excavating, dredging, mining, drilling ore removal of topsoil, loam, peat, sand, gravel, rock, minerals or other materials.
- c. There shall be no building of roads or paths for vehicular or pedestrian travel or any change in the topography of the land;
- d. There shall be no removal, destruction, or cutting of trees or plants, spraying with biocides, insecticides, or pesticides, grazing of animals, farming, tilling of soil, or other agricultural activity. Maintenance activities are acceptable upon approval from the Corps;
- e. There shall be no operation of all-terrain vehicles or any other type of motorized vehicle on the land;
- f. The deed restriction shall be reviewed by the Corps of Engineers prior to signature to assure compliance with permit conditions.

COE representative's initials ;

g. The deed restriction is made in perpetuity such that the present owner and its heirs and assigns forever shall be bound by the terms and conditions set forth herein.

It is understood that the easement area(s) may be used for the permanent relocation of utilities during the construction of the project.

The BUYER agrees to purchase the above described Permanent Easement(s) and to pay, therefore, upon the delivery of said executed Permanent Easement Deed. If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately 2.60 acres at \$ 0	per acre		\$
Approximately acres at \$ 0	per acre		
Approximately acres at \$ 0	per acre		
Moving and replacing approximately	rods of fence at \$	per rod	
Moving and replacing approximately	rods of fence at \$	per rod	
Other Damages:			
TOTAL			0 \$

Project No.: C001901705 - Tr. 2

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

None

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

IN WITNESS WEHREOF, Grantor and Grantee have executed this Conservation Easement.

Grantor

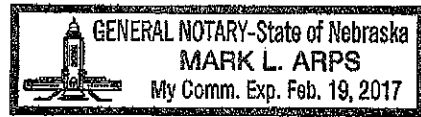
[NAME] Daniel L. Gaskill

BY: *Daniel L. Gaskill* 10-24-13

Its:

STATE OF Nebr. ss.

County of Colfax



SWORN to and subscribed before me this 24 day of Oct. 2013

NOTARY PUBLIC

My Commission expires: 2-19-17

Grantee

[NAME] Colfax County

BY: *Mark L. Arps*

Its:

STATE OF Nebr.

COUNTY Colfax

SWORN to and subscribed before me this 24 day of October 2013

NOTARY PUBLIC

My Commission expires: *Susan K. Heavican*



Project No.: _____ - Tr. _____

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION
ACQUISITION CONTRACT**

Copies to:

1. Right of Way Division, Nebraska Department of Roads
2. Owner
3. Buyer

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Daniel L. Gaskill, Trustee
Address: 929 Road C
Schuyler, NE 68661

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EXHIBIT 1

A tract of land located in the NW ¼ of the NW ¼ of Section 28-Township 17 North-Range 3 East of the 6th Principal Meridian, Colfax County, Nebraska, more particularly described as follows:

Referring to the NW corner of the NW 1/4 of Section 28-Township 17 North-Range 3 East; thence south along the west line of said NW 1/4, a distance of 1080.00 feet; thence east, perpendicular, a distance of 33.00 feet to a point on the east right-of-way line, thence easterly, along a line deflecting 11 degrees 25 minutes 05 seconds left from the last described course, a distance of 216.36 feet; thence northeasterly, along a line deflecting 09 degrees 00 minutes 20 seconds left from the last described course, a distance of 203.13 feet, to the point of beginning; thence northwesterly, along a line deflecting 104 degrees 42 minutes 52 seconds left from the last described course, a distance of 38.50 feet; thence northeasterly, along a line deflecting 52 degrees 20 minutes 33 seconds right from the last described course, a distance of 78.40 feet; thence northeasterly, along a line deflecting 32 degrees 36 minutes 58 seconds right from the last described course, a distance of 83.92 feet; thence southeasterly, along a line deflecting 57 degrees 23 minutes 02 seconds right from the last described course, a distance of 137.93 feet; thence northerly, along a line deflecting 98 degrees 05 minutes 19 seconds left from the last described course, a distance of 107.50 feet; thence northeasterly, along a line deflecting 34 degrees 29 minutes 45 seconds right from the last described course, a distance of 94.00 feet; thence easterly, along a line deflecting 46 degrees 23 minutes 17 seconds right from the last described course, a distance of 75.99 feet; thence southeasterly, along a line deflecting 37 degrees 31 minutes 53 seconds right from the last described course, a distance of 92.55 feet; thence southerly, along a line deflecting 60 degrees 28 minutes 19 seconds right from the last described course, a distance of 239.52 feet; thence southwesterly, along a line deflecting 20 degrees 46 minutes 27 seconds right from the last described course, a distance of 87.84 feet; thence southwesterly, along a line deflecting 45 degrees 00 minutes 30 seconds right from the last described course, a distance of 95.82 feet; thence northwesterly, along a line deflecting 30 degrees 45 minutes 39 seconds right from the last described course, a distance of 237.32 feet; thence northwesterly to the point of beginning containing 2.60 acres, more or less, being the land for which a permanent easement is hereby acquired.

Exhibit "A"

A tract of land located in the NW ¼ of the NW ¼ of Section 28-Township 17 North-Range 3 East of the 6th Principal Meridian, Colfax County, Nebraska, more particularly described as follows:

Referring to the NW corner of the NW 1/4 of Section 28-Township 17 North-Range 3 East; thence south along the west line of said NW 1/4, a distance of 1080.00 feet; thence east, perpendicular, a distance of 33.00 feet to a point on the east right-of-way line, thence easterly, along a line deflecting 11 degrees 25 minutes 05 seconds left from the last described course, a distance of 216.36 feet; thence northeasterly, along a line deflecting 09 degrees 00 minutes 20 seconds left from the last described course, a distance of 203.13 feet to the point of beginning; thence northwesterly, along a line deflecting 104 degrees 42 minutes 52 seconds left from the last described course, a distance of 38.50 feet; thence northeasterly, along a line deflecting 52 degrees 20 minutes 33 seconds right from the last described course, a distance of 78.40 feet; thence northeasterly, along a line deflecting 32 degrees 36 minutes 58 seconds right from the last described course, a distance of 83.92 feet; thence southeasterly, along a line deflecting 57 degrees 23 minutes 02 seconds right from the last described course, a distance of 137.93 feet; thence northerly, along a line deflecting 98 degrees 05 minutes 19 seconds left from the last described course, a distance of 107.50 feet; thence northeasterly, along a line deflecting 34 degrees 29 minutes 45 seconds right from the last described course, a distance of 94.00 feet; thence easterly, along a line deflecting 46 degrees 23 minutes 17 seconds right from the last described course, a distance of 75.99 feet; thence southeasterly, along a line deflecting 37 degrees 31 minutes 53 seconds right from the last described course, a distance of 92.55 feet; thence southerly, along a line deflecting 60 degrees 28 minutes 19 seconds right from the last described course, a distance of 239.52 feet; thence southwesterly, along a line deflecting 20 degrees 46 minutes 27 seconds right from the last described course, a distance of 87.84 feet; thence southwesterly, along a line deflecting 45 degrees 00 minutes 30 seconds right from the last described course, a distance of 95.82 feet; thence northwesterly, along a line deflecting 30 degrees 45 minutes 39 seconds right from the last described course, a distance of 237.32 feet; thence northwesterly to the point of beginning containing 2.60 acres, more or less, being the land for which a permanent easement is hereby acquired.

BUYER

Colfax County, Nebraska

By

[Signature]

Date

10-24-13

OWNER

Daniel L. Gaskill, Trustee

929 Road C

Schuyler, NE 68661

[Signature]

Dated this 24 day of October, 20 13

On the above date, before me a General Notary Public duly commissioned qualified, personally came

Dated this 24 day of Oct., 20 13

On the above date, before me a General Notary Public duly commissioned qualified, personally came

to me known to be the identical _____ whose name _____ affixed to the foregoing instrument as _____ and acknowledged the same to _____ to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

Notary

[Signature]

to me known to be the identical _____ whose name _____ affixed to the foregoing instrument as _____ and acknowledged the same to _____ to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

Notary

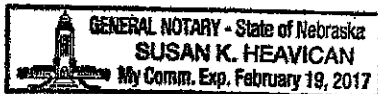
[Signature]

STATE OF NEBRASKA

ss.

Colfax

County

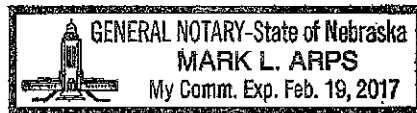


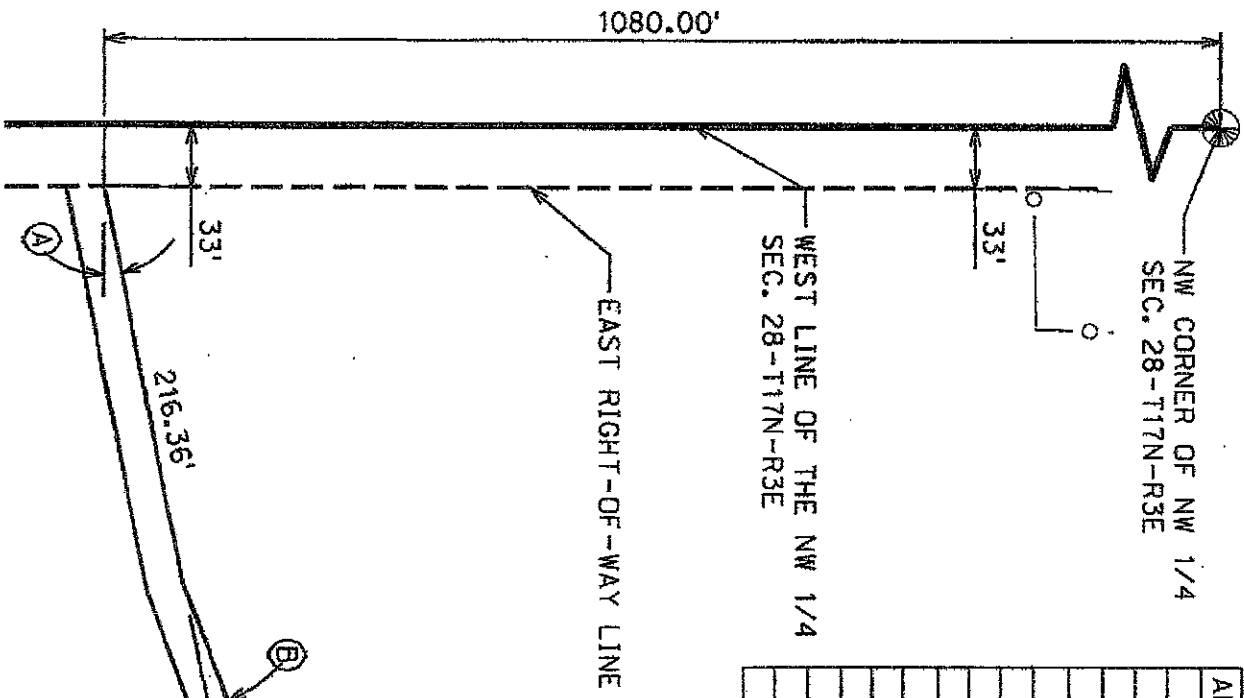
STATE OF Nebr.

ss.

Colfax

County





ANGLE	DEFLECTION
A	11°25'05" LT.
B	09°00'20" LT.
C	104°42'52" LT.
D	52°20'33" RT.
E	32°36'58" RT.
F	57°23'02" RT.
G	98°05'19" LT.
H	34°29'45" RT.
I	46°23'17" RT.
J	37°31'53" RT.
K	60°28'19" RT.
L	20°46'27" RT.
M	45°00'30" RT.
N	30°45'39" RT.

TRACT NO. 2
 DANIEL L. GASKILL, TRUSTEE
 THE NW 1/4 OF THE NW 1/4 OF
 SECTION 28-T17N-R3E
 COLFAX COUNTY, NEBRASKA
 PERMANENT EASEMENT = 2.60 ACRES
 SCALE 1" = 100'





TRACT NO. 2
DANIEL L. GASKILL, TRUSTEE
THE NW 1/4 OF THE NW 1/4 OF
SECTION 28-T17N-R3E
COLFAX COUNTY, NEBRASKA
PERMANENT EASEMENT = 0.20 ACRES
SCALE 1" = 100'

ANGLE	DEFLECTION
A	11°25'05" LT.
B	09°00'20" LT.
C	75°17'08" RT.
D	104°42'52" RT.
E	09°00'20" RT.

