

15083

ASSIGNMENT OF EASEMENT
FOR ROADWAY

ASSIGNMENT OF EASEMENT, executed this 19th day of December, 1972, between East O Realty Company, a Nebraska corporation, first party, and the County of Lancaster, State of Nebraska, second party, WITNESSETH:

WHEREAS said East O Realty Company is the grantee in a conveyance of perpetual easement for a roadway from its premises on O Street, east of Lincoln, along a line running south to A Street, a copy of said conveyance of easement being attached hereto and made a part hereof, marked Exhibit A, and

WHEREAS the parties hereto desire that first party assign said easement to second party upon the terms and conditions herein contained,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS, for the mutual considerations herein contained:

1. First party hereby assigns to second party all of its right, title and interest in said conveyance of perpetual easement for roadway; and second party accepts said assignment.

2. Second party agrees to maintain said roadway, including the crossing over the tracks of Missouri Pacific Railroad Company, as part of its county road system.

3. The premises which are the subject matter of this assignment shall be used for roadway purposes only, and second party shall not violate any of the provisions of said attached conveyance of easement. If at any time the second party shall fail to maintain said premises as part of its county road system or shall violate any provision of this assignment or of the said conveyance of easement, all rights in or to the premises hereunder shall, at the election of first party, revert to first party, and the first party shall thereupon stand restored to its present status under said conveyance of easement.

4. In event that the said railroad crossing is not completed and operative within one year from the execution of this instrument, first party shall have the election to rescind and thereupon stand restored to its present status

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under said conveyance of easement.

WITNESS OUR HANDS the day and year first written herein.

Attest:

East O Realty Company,
a Nebraska Corporation,

Carl S. Hartman
Secretary

by K. S. J. Hohlen
President

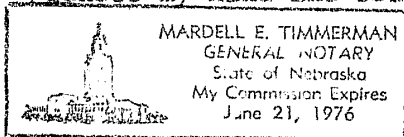
County of Lancaster,
State of Nebraska,

by William M. Gross

STATE OF NEBRASKA)
LANCASTER COUNTY) ss.

On this 18th day of December, 1972, before me, the undersigned, a notary public duly commissioned and qualified for and residing in said County, personally came K.S.J. Hohlen, president of East O Realty Company, a Nebraska Corporation, first party, to me known to be the identical person whose name is affixed to the foregoing instrument as such officer, and acknowledged the execution thereof to be the voluntary act and deed of himself and of said East O Realty Company.

Witness my hand and seal the day and year last written.

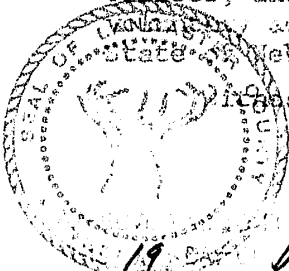


Marcell E. Timmerman
Notary Public

STATE OF NEBRASKA)
LANCASTER COUNTY) ss.

On this 19 day of December, 1972, before me, the undersigned, a notary public duly commissioned and qualified for and residing in said County, personally came William Grossman, the Chairman of Co Road of Lancaster County, State of Nebraska, second party, to me known to be the identical person whose name is affixed to the foregoing instrument as such officer, and acknowledged the execution thereof to be the act and deed of himself and of said Lancaster County, State of Nebraska.

Witness my hand and seal the day and year last written.



Carl S. Hartman
Notary Public & Clerk

Raych. Sterns, Deputy

WARRANT OF ATTORNEY

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires _____.

Witness my hand and official seal this _____ day of _____, 19____.

Notary Public for the State of Nebraska

Said Lots A and B are subdivisions of the East Half (1/2) of Section Twenty-six (26), Township Ten (10) North, Range Seven (7) East of the Sixth Principal Meridian, Lane County, Nebraska.

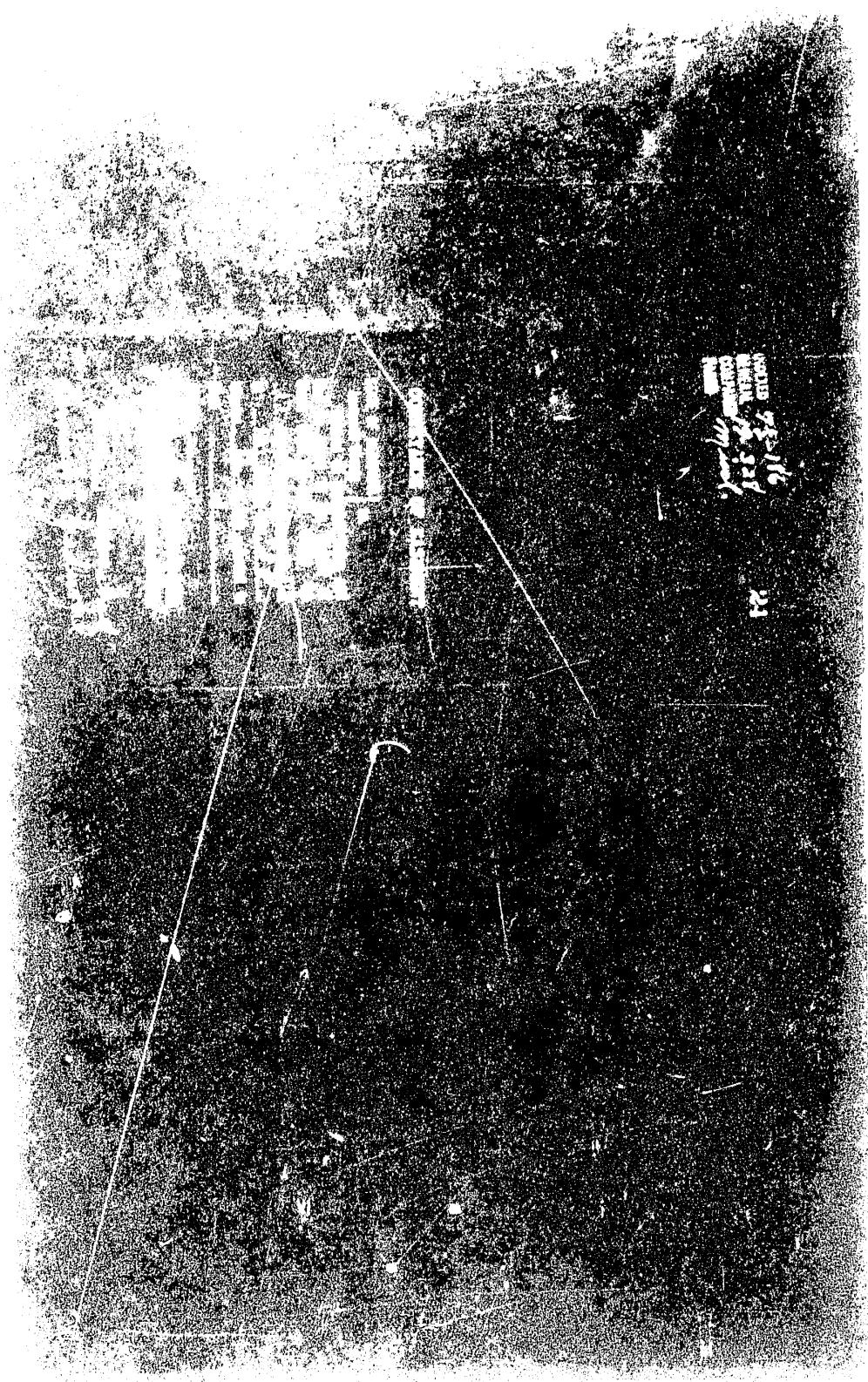
TO HAVE AND TO HOLD said premises together with all the covenants, conditions and obligations thereunto belonging unto the said _____, his heirs, assigns and assigns forever.

It is further provided that the money of Lot A shall
be used for the purpose of a farm and that if said road
is not built within the time specified in said deed
the money shall be paid to the Club for the purpose
of maintaining the same as a public road.
The money of Lot B is to be used for the purpose of
maintaining the same as a public road.
The money of Lot C is to be used for the purpose of
maintaining the same as a public road.
The money of Lot D is to be used for the purpose of
maintaining the same as a public road.
The money of Lot E is to be used for the purpose of
maintaining the same as a public road.

John E. Decker
Henry M. Decker
Witness my hand and seal this 15th day of
July, 1952.

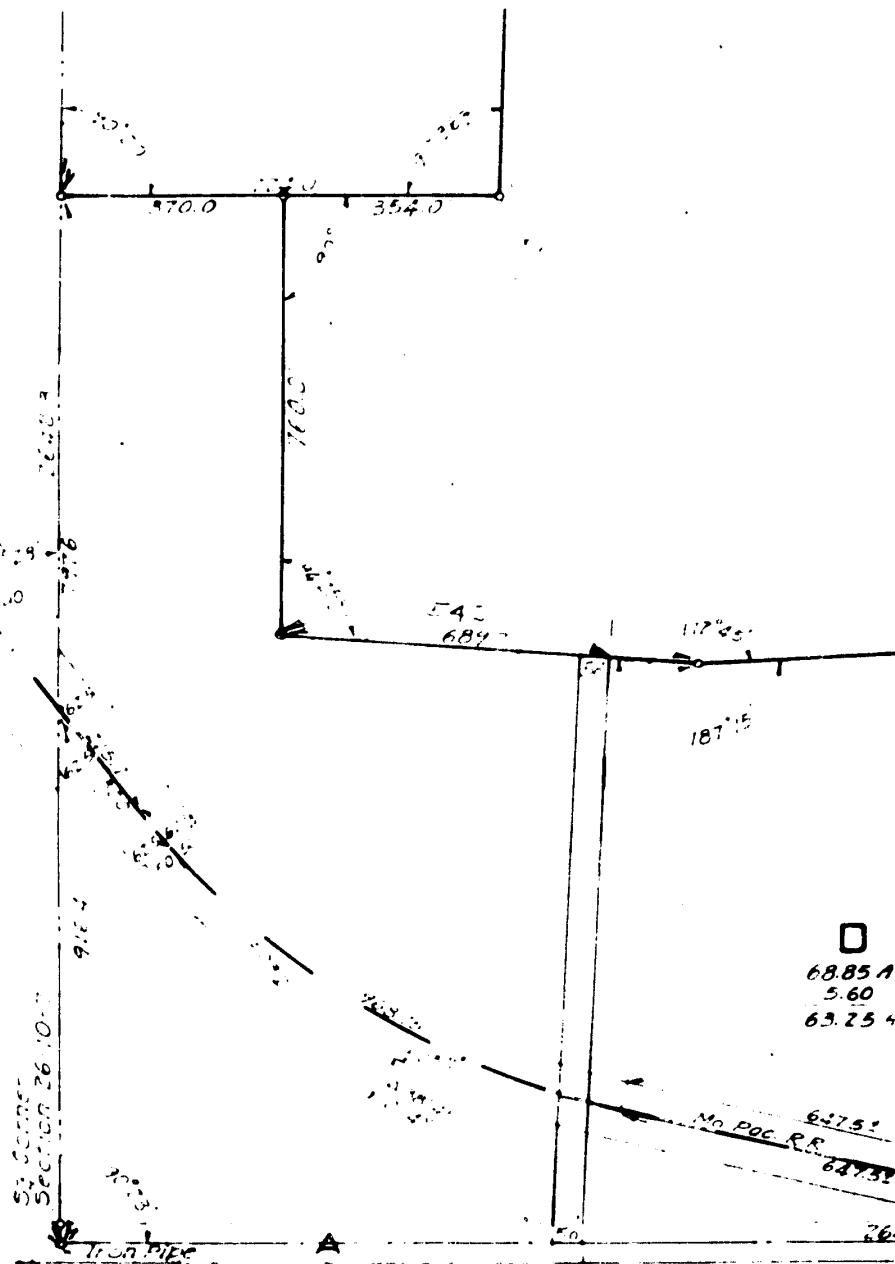
I, *John E. Decker*, a notary public,
do hereby certify that the foregoing instrument was
acknowledged and signed by and reading in said
County, personally by *John E. Decker* and *Henry M. Decker*,
to be known to be the identical persons whose names are affixed
to the foregoing instrument as grantors and acknowledged
the same to be their own voluntary act and deed.
Witness my hand and seal the day and year last above.

John E. Decker
Notary Public
Commission expires July 15, 1953



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RECEIVED
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□
 68.85 A
 5.60
 63.25 A

Hidden

INDEXED
 MICRO-FILED
 GENERAL

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7 1/2, 250

Misc.

LANCASTER COUNTY NEBR.
Kenneth L. Ferguson
 REGISTER OF DEEDS

1973 JUL 27 PM 2:49

ENTERED ON
 NUMBER OF INDEX
 FILED FOR RECORD AS:

INST. NO. 73- 15083

\$18.25