

15083

ASSIGNMENT OF EASEMENT  
FOR ROADWAY

ASSIGNMENT OF EASEMENT, executed this 19<sup>th</sup> 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, Secretary *Carl E. Hartman* by *K. S. J. Hohlen* President

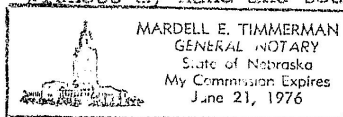
County of Lancaster, State of Nebraska,

by *William M. Grossman*

STATE OF NEBRASKA )  
LANCASTER COUNTY ) ss.

On this 18<sup>th</sup> 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.

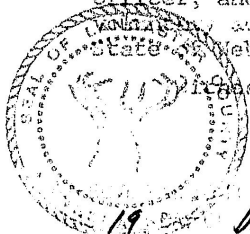


*Mardell E. Timmerman*  
Notary Public

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 E. Hartman*  
Notary Public

*19 Dec*  
*Kayle Sterns, deputy*

CONVEYANCE OF EASEMENT.

KNOW ALL MEN BY THESE PRESENTS:

THAT Maria E. Decker and Henry M. Decker, wife and husband, of the County of Lancaster and State of Nebraska in consideration of the sum of \$1.00 and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto East O Realty Company, a corporation, of the County of Lancaster and State of Nebraska a perpetual easement for roadway as follows:

An easement for a roadway 30 feet in width located upon Lot D, a subdivision of the East Half (E $\frac{1}{2}$ ) of Section Twenty-six (26), Township Ten (10) North, Range Seven (7) East of the Sixth Principal Meridian, Lancaster County, Nebraska, the westerly line of which is described as follows: Beginning at a point on the South line of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty-six (26), Township Ten (10) North, Range Seven (7) East of the Sixth Principal Meridian, Lancaster County, Nebraska, which is 865 feet East of the Southwest corner of said Southeast Quarter (SE $\frac{1}{4}$ ) of said Section Twenty-six (26); thence on a straight line in a northeasterly direction for a distance of approximately One Thousand (1000) feet more or less to the South boundary of Lot A, and joining Lot A at a point 865 feet East of the Southwest corner of Lot A; which lot is located in the East Half (E $\frac{1}{2}$ ) of Section Twenty-six (26), Township Ten (10) North, Range Seven (7) East, Lancaster County, Nebraska. As a matter of convenience a diagram showing the location of said easement is attached hereto and made a part hereof marked Exhibit A. Said roadway to be constructed and maintained by owner of Lot A at its expense; with joint right in owner of Lot D to use said roadway in conjunction with said owner's use of Lot D. Easement is subject to right of way of the Missouri Pacific Railway Company across Lot D.

Said Lots A and D are subdivisions of the East Half (E $\frac{1}{2}$ ) of Section Twenty-six (26), Township Ten (10) North, Range Seven (7) East of the Sixth Principal Meridian, Lancaster County, Nebraska.

TO HAVE AND TO HOLD the said easement, together with all the tenements, hereditaments and appurtenances thereunto belonging, unto the said East O Realty Company, a corporation, and to its successors and assigns, forever.

It is further provided that the owner of Lot A shall construct and maintain a fence along both sides of said road, including a gate at a point near the Club grounds where cattle may cross said road at reasonable times.

The foregoing right in the corner of Lot B to use said roadway shall include the assigns of said corner of Lot D.

IN WITNESS WHEREOF the said Marie E. Decker and Henry M. Decker have hereunto set their hands this 11th day of

January, 1952.

[Signature]

Marie E. Decker

Henry M. Decker

STATE OF NEBRASKA }  
LANCASTER COUNTY } SS

On this 11th day of January, 1952, before me the undersigned [Signature], a notary public, duly commissioned and qualified for and residing in said County, personally came Marie E. Decker and Henry M. Decker, to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same to be her and his voluntary act and deed.

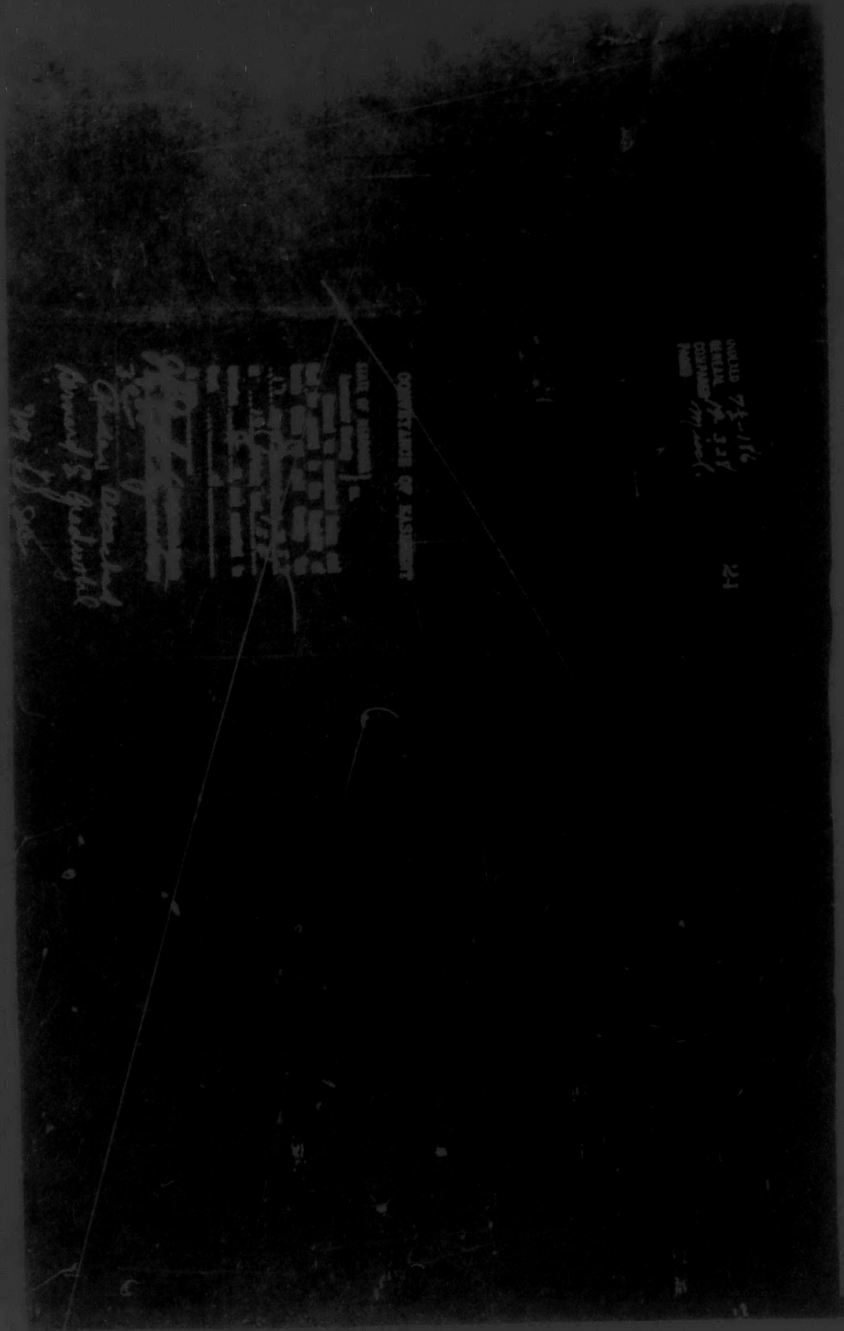
Witness my hand and seal the day and year last above



[Signature]  
Notary Public

Commission expires July 18, 1953





NO. 16  
DATE  
PLACE  
NAME

21

INST. NO. 73-15083

FILED FOR RECORD AS:  
INDEXED ON  
NUMBER 121

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REGISTER OF DEEDS

LANCASTER COUNTY REG.

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