

MISCELLANEOUS RECORD No. 11

CITY OF BELLEVUE :
TO :
WHOM IT MAY CONCERN :
ORDINANCE \$4.40 Pd. :
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Filed May 20, 1942, at 5 o'clock P.M.

Paul Oster
County Clerk

CITY OF BELLEVUE, NEBRASKA.

ORDINANCE NO. 209

AN ORDINANCE VACATING ALL PORTIONS OF 26TH AVENUE IN THE CITY OF BELLEVUE, NEBRASKA, NOT HERETOFORE VACATED, BETWEEN THE PRESENT EXTENDED EAST PROPERTY LINE OF CLAY STREET AND THE PRESENT EXTENDED WEST PROPERTY LINE OF JEFFERSON STREET, AND BETWEEN THE PRESENT EXTENDED EAST PROPERTY LINE OF FRANKLIN STREET AND THE PRESENT EXTENDED WEST PROPERTY LINE OF MAIN STREET, WITH THE EXCEPTION OF THOSE PORTIONS OF SAID 26TH AVENUE WHICH INTERSECT AND LIE BETWEEN THE PRESENT EXTENDED EAST AND WEST PROPERTY LINES OF THE FOLLOWING STREETS: CALHOUN STREET, CRAWFORD STREET, VAN BUREN STREET, JACKSON STREET, MADISON STREET, WAYNE STREET, WASHINGTON STREET AND HANCOCK STREET, SAID EXTENDED EAST AND WEST PROPERTY LINES BEING IN EACH INSTANCE SITUATED SEVENTEEN FEET EAST OR WEST OF THE ORIGINAL PROPERTY LINES AS LAID OUT ON THE ORIGINAL PLAT OF THE SAID CITY OF BELLEVUE. WHEREAS, the appraisers heretofore appointed to ascertain and assess the damages sustained by the citizens of Bellevue, Nebraska, or by the owners of the property therein by reason of the proposed vacation of all portions of 26th Avenue in the City of Bellevue, Nebraska, not heretofore vacated, between the present extended East property line of Clay Street and the present extended West property line of Jefferson Street, and between the present extended East property line of Franklin Street, and the present extended West property line of Main Street, with the exception of those portions of said 26th Avenue which intersect and lie between the present extended East and West property lines of the following streets: Calhoun Street, Crawford Street, Van Buren Street, Jackson Street, Madison Street, Wayne Street, Washington Street and Hancock Street, said extended East and West property lines being in each instance situated seventeen feet East or West of the original property lines as laid out on the original plat of the said City of Bellevue, have filed with the City Clerk their written report and assessment, finding that no damage will accrue to the citizens of said City or to the owners of the property therein by reason of such proposed vacation.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA:

Section 1: That all portions of 26th Avenue in the City of Bellevue, Nebraska, not heretofore vacated, between the present extended East property line of Clay Street and the present extended West property line of Jefferson Street, and between the present extended East property line of Franklin Street, and the present extended West property line of Main Street, with the exception of those portions of said 26th Avenue which intersect and lie between the present extended East and West property lines of the following streets: Calhoun Street, Crawford Street, Van Buren Street, Jackson Street, Madison Street, Wayne Street, Washington Street and Hancock Street, said extended East and West property lines being in each instance situated seventeen feet East or West of the original lines as laid out on the original plat of the said City of Bellevue, be and they hereby are vacated.

Section 2: There being no newspaper published in said City three typewritten copies of this Ordinance shall be posted up, one in each of three public places in said City, and the following are found and declared to be public places therein:

1. Bellevue Grocery.
2. Bellevue Market.
3. Morrison's Food Store.

Section 3: This ordinance shall become effective and be in force from and after its passage, approval and posting.

Passed this 15 day of May, 1942.

ATTEST:

Elizabeth P. Smith
City Clerk

F. H. Freeman
Mayor

CITY OF BELLEVUE SEAL *
SARPY COUNTY, NEBRASKA *

F. H. Freeman, Mayor

Nebraska's
First Territorial Capitol
1854-1855

CITY OF BELLEVUE
BELLEVUE, NEBRASKA

Elizabeth Smith, City Clerk

Members of Council
Chas. E. Covington
H. J. Frazier
Elmer Johnson
E. E. Rosser, Jr.

May 16, 1942.

STATE OF NEBRASKA }
COUNTY OF SARPY } ss.
CITY OF BELLEVUE }

MISCELLANEOUS RECORD No. 11

THE PAPERILLION TIMES, PAPERILLION, NEBR. 1942-1-1

I, the undersigned, the duly appointed, qualified and acting City Clerk of the City of Bellevue, do hereby certify that the attached Ordinance No. 209 is a true and correct copy of said Ordinance which was duly and unanimously passed and adopted by the City Council of Bellevue, Nebraska, at a Regular Adjourned Meeting thereof, held on the 15th day of May, 1942.

Elizabeth P. Smith
City Clerk

CITY OF BELLEVUE SEAL *
SARPY COUNTY, NEBRASKA *

ANTOINETTE F. CAVLOVIC & HS. :
AND :
NEBRASKA POWER COMPANY :
CONTRACT \$2.75 Pd. :
----- : 7

Filed May 22, 1942, at 9:30 o'clock A.M.

Beauregard
County Clerk

STANDARD
TRANSMISSION LINE
CONTRACT

(2nd Ed. Rev. 6-5-41)

THIS INDENTURE, Made this day of , 19 , by and between Antoinette F. Cavlovic & Matt Cavlovic, wife and husband, of the County of Sarpy County, State of Nebraska, hereinafter called the "Grantor(s)," and the NEBRASKA POWER COMPANY, a Corporation, hereinafter called the "Company,"

WITNESSETH:

That for and in consideration of \$5.00, receipt of which is hereby acknowledged by the Grantor(s), and the agreement by the Company further to pay \$20.00 for each two-pole "H" frame structure when the entire structure is located on the property hereinafter described, but, when less than the entire structure is located on the property hereinafter described, then only one-half of the amount last above-stated, which last above-stated amount is to be paid as hereinafter provided, and in further consideration of the mutual covenants and agreements herein contained, the Grantor(s) do(es) hereby grant and convey unto the Company, its lessees, successors and assigns, forever, the perpetual right, privilege, easement, right-of-way and authority to survey for, erect, construct, operate and maintain a high voltage electric transmission line or lines in, on and across the following described real estate, including the perpetual right to conduct surveys and install, repair, replace and remove poles, electric transmission lines, wires, cables, grounding devices, anchors, brace poles, stubs, guys, guy wires, buried conductors, either placed singly or running continuously underneath and parallel to the line or both, and other fixtures and appliances necessary or convenient in connection therewith, through, over, under, upon, along and across the property of Grantor(s) located in Sarpy County, State of Nebraska, more particularly described as follows:

Tax Lot 8 in Section 29, Township 14, Range 13 in Sarpy County.
together with all the rights and privileges therein necessary or convenient for the full enjoyment or use thereof for the purposes herein described, including the right of ingress and egress to and from said property at all times, which said transmission line or lines will be along the following approximate route:

Centered on a line approximately 15 ft West of and parallel to the North and South Center Line of Section 29, Township 14 North, Range 13 East of the 6th P.M.
and such grant shall run with and bind the aforescribed property.

The Grantor(s) do(es) hereby further grant unto the Company, its lessees, successors and assigns, forever, the permanent right, privilege and authority to cut down trees under or within twenty-five (25) feet each way from the center line of the Company's line, and to cut down or trim any trees or limbs of trees on either side of the center line of the Company's line as would be a hazard to or in any way interfere with said line, the Company to be the sole judge as to the necessity of cutting down, trimming or otherwise removing said tree or trees. All refuse or debris resulting from such tree felling or tree trimming or both shall be disposed of by cutting wood into 8-foot lengths, piling said wood along the adjacent property line and burning or otherwise disposing of all other refuse and debris. The Company shall also have the right to remove, or otherwise dispose of, anything within said twenty-five (25) feet each way from the center line of the Company's line which, in the Company's opinion, would be a hazard to said line or in any way interfere with said line or the construction, maintenance or operation thereof. The Grantor(s) further agree(s) that nothing will be constructed, erected or maintained within a distance of fifty (50) feet each way from the center line of the Company's line, which would be a hazard to such line or in any way interfere therewith.