

11845.50

Don J. Galt

INST. NO 2000

REGISTER OF DEEDS

040077

2000 SEP 12 P 3:55

LANCASTER COUNTY, NE

BLOCK

CODE

CHECKED

ENTERED

EDITED

BEFORE THE COUNTY JUDGE OF LANCASTER COUNTY, NEBRASKA

CITY OF LINCOLN, NEBRASKA, a)
municipal corporation, d/b/a)
LINCOLN ELECTRIC SYSTEM,)
)
)
)
Condemner,)
)
vs.)
)
CHARLES MARVIN ROBERTS II and)
LINDA ROBERTS, husband and wife;)
and BRETT QUINN and JENNIFER)
HANSEN QUINN, husband and wife,)
and FIRST COMMERCE MORTGAGE)
COMPANY,)
)
Condemnees.)

Docket CI00 Page 4405

REPORT OF APPRAISERS

TO THE HONORABLE JAMES L. FOSTER, JUDGE OF THE COUNTY COURT OF LANCASTER COUNTY, NEBRASKA:

We, the undersigned appraisers, duly appointed by the County Judge of Lancaster County, Nebraska, to view the grounds, hear testimony, and appraise the damages by reason of the taking as hereinafter described respectfully submit the following report.

After taking and subscribing to the oath as prescribed by law, we separately and as a body, did carefully inspect and view the grounds and premises in question, and the grounds, premises, and property for which damages are claimed by the claimants named in the Petition for the Appointment of Appraisers and Condemnation of Lands, and hear all parties present who were interested therein with reference to the amount of damages, and we have and do hereby assess the damages which claimants have sustained by reason of the taking and appropriating of lands and rights therein for the public purposes as stated in the said Petition and as shown on the attached Exhibits.

We assess all damages in the sum of \$ 10,837.00 which sum we award as follows:

TO: Charles Marvin Roberts II and Linda Roberts, Husband and Wife \$ 5,625.00

TO: Brett Quinn and Jennifer Hansen Quinn Husband and Wife \$ 5,212.00

TO: First Commerce Mortgage Company \$ - 0 -

GIVEN under our hands this 23 day of August, 2000.

Julia E. Holmgren
John L. Layman
Carol J. Nielsen

Subscribed and sworn to before me this 23 day of August, 2000.



James L. Foster
JAMES L. FOSTER, COUNTY JUDGE
by Sherry DeLancey
Deputy Clerk

FILED

AUG 23 2000

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Lancaster County
Court, District 3

CHARLES MARVIN ROBERTS II and LINDA ROBERTS
Husband and Wife
Condemnees

To acquire a permanent right, privilege, and easement to survey, construct, reconstruct, relocate, maintain, inspect, operate, alter and replace all necessary poles and support structures including guys and electric transmission lines and appurtenances thereto, including wires, insulators, underground cables, communication lines, and supports upon, in, under, above, along and across the real estate as described herein on the following terms and conditions:

A. Condemner shall have the right of reasonable ingress and egress to and from the easement area from public roads and streets and from adjacent properties for its employees, contractors, vehicles, and equipment, and shall have the right to remove, control, impede the growth of, trim, and clear away any trees, weeds, rocks, shrubs, roots, limbs, or other surface materials which now or at any future time are located on, overhang, or extend into the easement area and which interfere with or jeopardize poles, guys or other supporting structures or lines to be constructed or installed by the terms of this easement. Condemner has the right to top or remove any trees which, in falling, would come within 15 feet of the nearest electric line conductor or which may in any way endanger or interfere with the safe operation of the poles, guys or supporting structures within the easement area. Condemner will remove all brush, trimmings and debris at its expense.

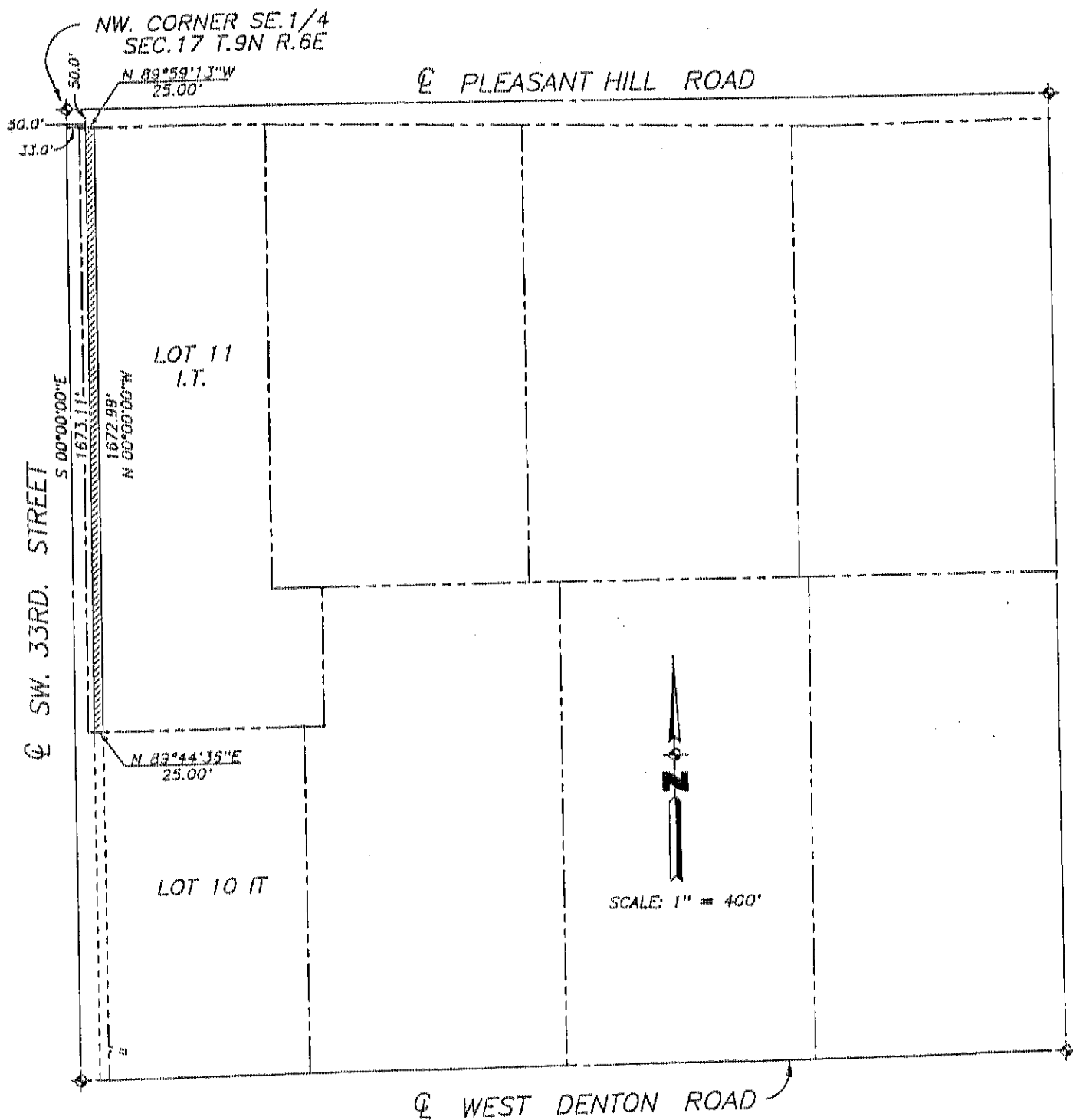
B. Condemner is obtaining the uses herein specified without divesting condemnees of title and ownership of the rights to use and enjoy the above-described property for any purpose except the construction of buildings or structures, storage of any flammable material, metal, or other personal property, or use of the area in any way which would, in the judgement of condemner, endanger or be a hazard to or interfere with the rights of condemner to use the same for the purpose herein expressed in accordance with the terms hereof. Condemnees shall not change or alter the grade of the right-of-way described hereinafter without the prior written approval of condemner.

C. As soon as possible following completion of any construction by condemner in the easement area, condemner will cause to be removed from the property hereinafter described all debris and construction equipment and restore the premises to the extent practicable. Any damage to crops of condemnees or any tenant resulting from the entry upon the property of condemnees for construction, maintenance or repair purposes shall be paid to condemnees or condemnees' tenant as determined by agreement of the parties or as determined by law.

D. A description of the permanent easement to be acquired is as shown on the attached Exhibit A.

L.E.S. TRANSMISSION LINE EASEMENT

Exhibit "A" Page 1 of 2



LEGAL DESCRIPTION: A Transmission Line Easement across a part of Lot 11 of Irregular Tracts located in the SE.1/4 of Section 17, T.9N. R.6 East of the 6th P.M., Lancaster County, Nebraska

OWNER:

SCALE: 1" = 400'

DATE: 09-09-99

TRACT NO.

Exhibit "A" Page 2 of 2

LEGAL DESCRIPTION

Description of a 25' Wide Transmission Line Easement across a part of Lot 11 of Irregular Tracts located in the Southeast Quarter of Section 17, Township 9 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska and more particularly described as follows:

Beginning at a point 50.0 feet South of and 50.0 feet East of the Northwest corner of the Southeast Quarter of said Section 17 THENCE in a Southerly direction, parallel to and 50.0 feet East of the West line of Southeast Quarter of Section 17, on an assumed bearing of South 00 degrees 00 minutes 00 seconds East, for a distance of 1673.11 feet to a point on the South line of said Lot 11 of Irregular Tracts

THENCE North 89 degrees 44 minutes 36 seconds East, along the South line of said Lot 11 of Irregular Tracts, for a distance of 25.00 feet

THENCE North 00 degrees 00 minutes 00 seconds East, parallel to and 75.0 feet East of the West line of Southeast Quarter of Section 17, for a distance of 1672.99 feet to a point on the North line of said Lot 11 of Irregular Tracts

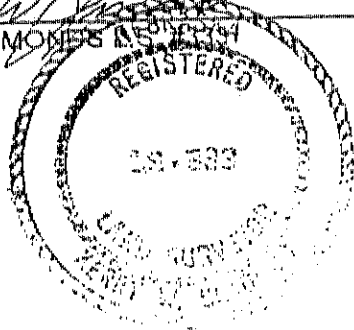
THENCE North 89 degrees 59 minutes 13 seconds West, along the North line of said Lot 11 of Irregular Tracts, for a distance of 25.00 feet to the Point of Beginning

Said property contains 0.96 acres more or less.

I hereby certify the location of the Proposed Easement across the property described above, the centerline of which was located by me or under my direct supervision.

Signed this 9th day of September, 1999.


KERRY W. SIMON



BRETT QUINN and JENNIFER HANSEN QUINN
Husband and Wife
Condemnees

To acquire a permanent right, privilege, and easement to survey, construct, reconstruct, relocate, maintain, inspect, operate, alter and replace all necessary poles and support structures including guys and electric transmission lines and appurtenances thereto, including wires, insulators, underground cables, communication lines, and supports upon, in, under, above, along and across the real estate as described herein on the following terms and conditions:

A. Condemner shall have the right of reasonable ingress and egress to and from the easement area from public roads and streets and from adjacent properties for its employees, contractors, vehicles, and equipment, and shall have the right to remove, control, impede the growth of, trim, and clear away any trees, weeds, rocks, shrubs, roots, limbs, or other surface materials which now or at any future time are located on, overhang, or extend into the easement area and which interfere with or jeopardize poles, guys or other supporting structures or lines to be constructed or installed by the terms of this easement. Condemner has the right to top or remove any trees which, in falling, would come within 15 feet of the nearest electric line conductor or which may in any way endanger or interfere with the safe operation of the poles, guys or supporting structures within the easement area. Condemner will remove all brush, trimmings and debris at its expense.

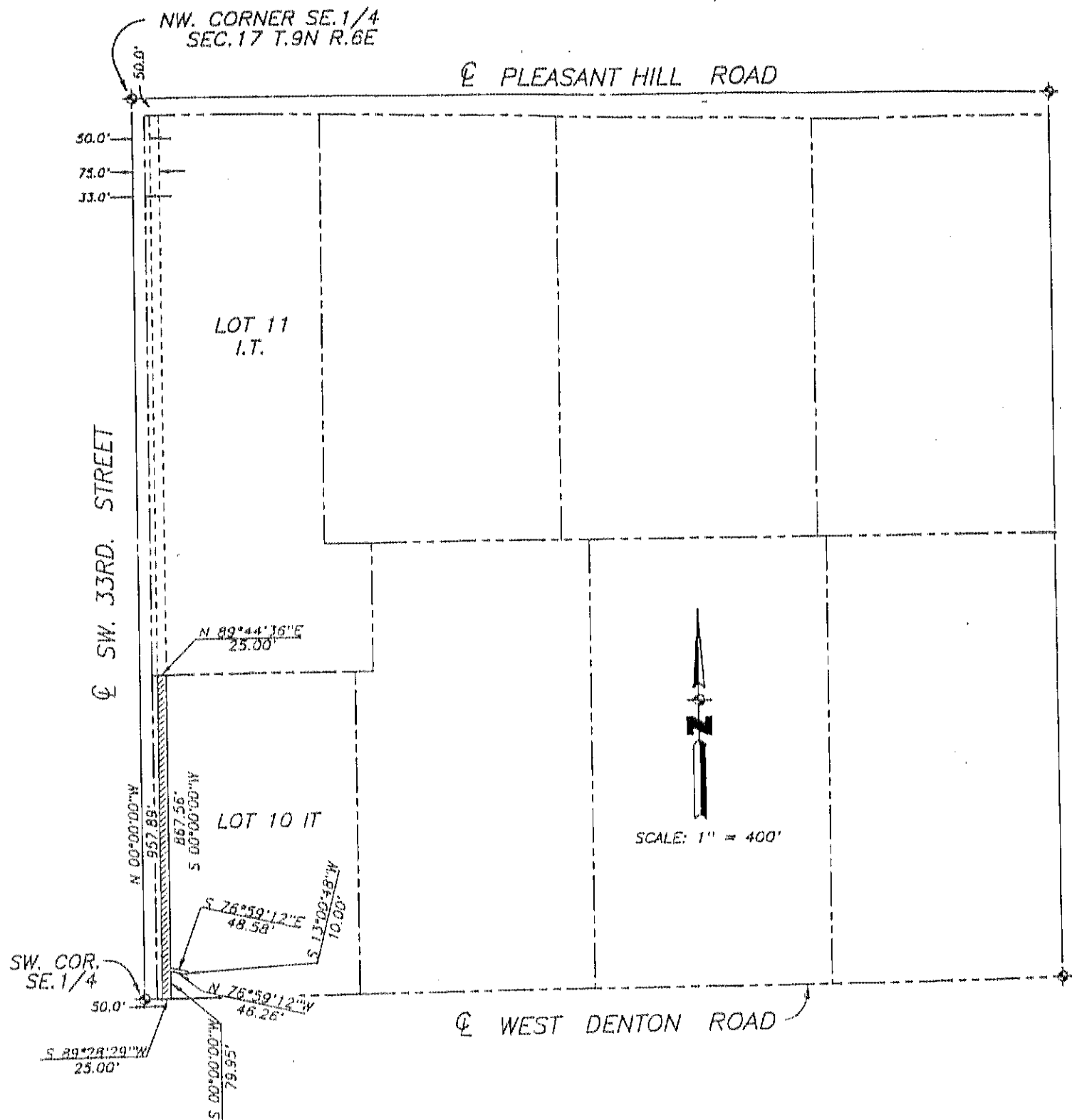
B. Condemner is obtaining the uses herein specified without divesting condemnees of title and ownership of the rights to use and enjoy the above-described property for any purpose except the construction of buildings or structures, storage of any flammable material, metal, or other personal property, or use of the area in any way which would, in the judgement of condemner, endanger or be a hazard to or interfere with the rights of condemner to use the same for the purpose herein expressed in accordance with the terms hereof. Condemnees shall not change or alter the grade of the right-of-way described hereinafter without the prior written approval of condemner.

C. As soon as possible following completion of any construction by condemner in the easement area, condemner will cause to be removed from the property hereinafter described all debris and construction equipment and restore the premises to the extent practicable. Any damage to crops of condemnees or any tenant resulting from the entry upon the property of condemnees for construction, maintenance or repair purposes shall be paid to condemnees or condemnees' tenant as determined by agreement of the parties or as determined by law.

D. A description of the permanent easement to be acquired is as shown on the attached Exhibit B.

L.E.S. TRANSMISSION LINE EASEMENT

Exhibit B Page 1 of 2



LEGAL DESCRIPTION: A Transmission Line Easement across a part of Lot 10 of Irregular Tracts located in the SE.1/4 of Section 17, T.9N. R.6 East of the 6th P.M., Lancaster County, Nebraska			
OWNER:	SCALE: 1" = 400'	DATE: 09-09-99	TRACT NO.

LEGAL DESCRIPTION

Description of a Transmission Line Easement across a part of Lot 10 of Irregular Tracts located in the Southeast Quarter of Section 17, Township 9 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska and more particularly described as follows:

Beginning at a point 50.0 feet East of the Southwest corner of the Southeast Quarter of said Section 17 THENCE in a Northerly direction, parallel to and 50.0 feet East of the West line of the Southeast Quarter of Section 17, on an assumed bearing of North 00 degrees 00 minutes 00 seconds East, for a distance of 957.89 feet to a point on the North line of said Lot 10 of Irregular Tracts

THENCE North 89 degrees 44 minutes 36 seconds East, along the North line of said Lot 10 of Irregular Tracts, for a distance of 25.00 feet

THENCE South 00 degrees 00 minutes 00 seconds East, parallel to and 75.0 feet East of the West line of Southeast Quarter of Section 17, for a distance of 867.56 feet

THENCE South 76 degrees 59 minutes 12 seconds East for a distance of 48.58 feet

THENCE South 13 degrees 00 minutes 48 seconds West for a distance of 10.00 feet

THENCE North 76 degrees 59 minutes 12 seconds West for a distance of 46.26 feet

THENCE South 00 degrees 00 minutes 00 seconds East for a distance of 79.95 feet to a point on the South line of the Southeast Quarter of said Section 17

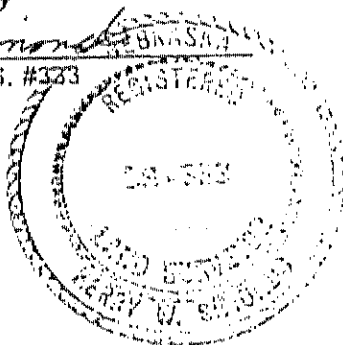
THENCE South 89 degrees 28 minutes 29 seconds West, along the South line of the Southeast Quarter of said Section 17, for a distance of 25.00 feet to the Point of Beginning

Said property contains 0.56 acres more or less.

I hereby certify the location of the Proposed Easement across the property described above, the centerline of which was located by me or under my direct supervision.

Signed this 9th day of September, 1999.

Kerry W. Simonds
KERRY W. SIMONDS L.S. #323



11/5⁰⁰

State of Nebraska)
) ss.
County of Lancaster)

I, Deputy Clerk of Lancaster County Court,
certify this document consisting of 8
page(s), to be a full, true and correct copy
of the original record on file in the Lancaster
County Court.

IN TESTIMONY WHEREOF, I have placed
my signature and seal of said court.

Dated: 9-11-00

BY THE COURT Sherry DeLano

Court Costs: _____ Dep. Clk

