

STAR PJ

TA 1167 - lot 121

TA 1168 - lot 125

TA-13584 - lot 76

TA-14067 lot 55

TA-22405 lot 22

TA-22930 lot 121

TA-23912 lot 34

TA-24377 lot 34

TA 26726 lot 69

TA 30322 lot 112

TA-33205 lot 34

TA33816 lot 94

TA 38505 lot 7

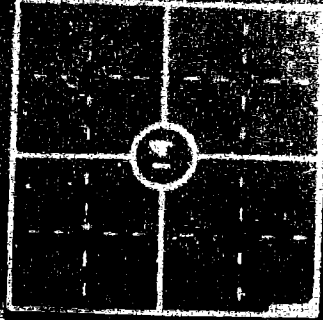
TA 40661 lot 69

TA 41153 lot 69

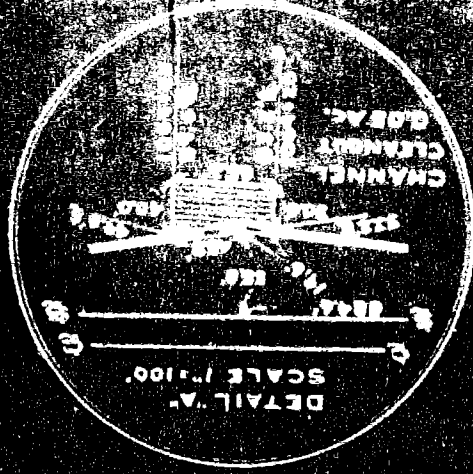
TA 55997 lot 114

TA 56478 lot 240

TA 59822 / 11-7001415 lot 80



NEBRASKA  
 LINCOLN COUNTY  
 TOTAL ROW - 157 AC  
 PREV. ROW - 121 AC  
 NEW ROW - 016 AC



SEE PLATE 10875

RIGHT OF WAY  
 TO BE MAINTAINED

Roy S. ...

STATE OF NEBRASKA  
 DEPARTMENT OF ROADS  
 RIGHT OF WAY DIVISION  
 LINCOLN, NEBRASKA

LEGEND

PREV. ROW  
 NEW ROW  
 CHAM. CLEAROUT  
 CONTROLLED SECTION

Plan P-237(6)  
 A.F.E. P. 56b

18/58  
 18/58  
 18/58  
 18/58

Now, therefore, we, as appraisers, have examined and appraised the damages that will be caused by the appropriation of title to the said property and we hereby certify that the amount of said damages is as follows: \$ 31,910

To: Roy A. Smith, Trustee, Owner; Also Walter Wittman and Eunice Wittmuss, Mortgagees; \$ 31,910

To: Harold Oleson and Victor Matthias, Partners d/b/a Vista Valley Co.; \$ 31,910

To: Decker Enterprises, Inc., a corporation, Owner; Also Alma M. Sautler, Mortgagee; \$ 31,910

To: Kelly McMahon Construction, Inc., a Nebraska Corporation, Owner; Also Carl J. Camentind and Mary B. Camentind, Mortgagees; \$ 31,910

All of which is hereby respectfully submitted.  
Dated this 21 day of January, A. D. 1953.

Alfred Warner  
John A. Scherfeld  
Jerry Strain  
Appraisers

Subscribed and sworn to before me this 21 day of Jan



Jose E. Strain  
County Clerk

1-59

SANITARY AND IMPROVEMENT DISTRICT STATEMENT  
SARPY COUNTY, NEBRASKA

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

LARRY B. LUDWIG, being first duly sworn, states that he is the Clerk of Sanitary and Improvement District No. 70 of Sarpy County, Nebraska, and makes the following statement regarding same:

- 1. District Number: 70
- 2. Outer boundaries:

The outer boundaries of SID 70 are the same as the outer boundaries of Granville East, a subdivision in Sarpy County, Nebraska, containing Lots 1 thru 243, inclusive, and Lots 1 thru 115, inclusive, Briarwood, a subdivision in Sarpy County, Nebraska.

3. The purposes of the District are to acquire, install, repair, maintain, renew, and replace a sanitary and storm sewer system, a water system, a system of sidewalks, public roads, streets, and highways; to contract for water for fire protection and for resale to residents of the District, and to contract for gas and for electricity for street lighting for the public streets and highways within the District; to construct electric service lines and conduits, and gas mains, or to contract for the installation and operation thereof; and to acquire, improve and operate public parks, playgrounds, and recreational facilities. In lieu of establishing its own water system, the District may contract with any utilities district, municipality or corporation for the installation of a water system and to provide water service for fire protection and for the use of the residents of the District.

4. The District has power to levy an unlimited property tax to pay its debt and its expenses of operation and maintenance.

5. The District is required by statute to levy special assessments on property in the District to the full extent of special benefits arising by reason of improvements installed by it.

6. In all years when a budget is required by law, the District's annual budget is filed with the County Clerk, which budget shows anticipated revenue and expenses, mill levy, and indebtedness of the District.

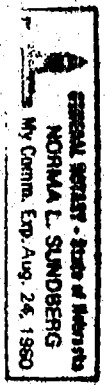
7. The actual current mill levy of the District may be obtained from the County Clerk.

8. A copy of the District's annual financial audit is on file with the Clerk of the District and the State Auditor of Public Accounts.

*[Signature]*  
Clerk of SID No. 70  
Sarpy County, Nebraska

SUBSCRIBED and sworn to before me this 30<sup>th</sup> day of October, 1978.

*[Signature]*  
Notary Public



FILED FOR RECORD 11-14-78 AT 9:40 A.M. IN BOOK 1 OF SID  
59 Carl L. Hildebrand

31 25

49-475-

SANITARY AND IMPROVEMENT DISTRICT STATEMENT

SARPY COUNTY, NEBRASKA

STATE OF NEBRASKA )  
COUNTY OF SARPY ) ss.

LARRY B. LUDWIG, being first duly sworn, states that he is the Clerk of Sanitary and Improvement District No. 70 of Sarpy County, Nebraska, and makes the following statement regarding same:

District Number: 70

Outer boundaries:

The outer boundaries of SID 70 are the same as the outer boundaries of Granville East, a subdivision in Sarpy County, Nebraska, containing Lots 1 thru 243, inclusive.

FILED FOR RECORD IN BOOK 119 OF VOLUMES 203-215  
BY Carl F. Hillbels, CLERK OF DISTRICT COURT, 1st DISTRICT

1. The purposes of the District are to acquire, install, repair, maintain, renew, and replace a sanitary and storm sewer system, a water system, a system of sidewalks, public roads, streets, and highways; to contract for water for fire protection and for resale to residents of the District, and to contract for gas and for electricity for street lighting for the public streets and highways within the District; to construct electric service lines and conduits, and gas mains, or to contract for the installation and operation thereof; and to acquire, improve and operate public parks, playgrounds, and recreational facilities. In lieu of establishing its own water system, the District may contract with any utilities district, municipality of corporation for the installation of a water system and to provide water service for fire protection and for the use of the residents of the District.

2. The District has power to levy an unlimited property tax to pay its debt and its expenses of operation and maintenance.

3. The District is required by statute to levy special assessments on property in the District to the full extent of special benefits arising by reason of improvements installed by it.

4. In all years when a budget is required by law, the District's annual budget is filed with the County Clerk, which budget shows anticipated revenue and expenses, mill levy, and indebtedness of the District.

5. The actual current mill levy of the District may be obtained from the County Clerk.

6. A copy of the District's annual financial audit is on file with the Clerk of the District and the State Auditor of Public Accounts.

*Larry B. Ludwig*  
Clerk of SID No. 70  
Sarpy County, Nebraska

SUBSCRIBED and sworn to before me this 23rd day of July, 1976.

*Carl F. Hillbels*  
Notary Public

OWEN L. SUNDRIGA  
GENERAL NOTARY  
State of Nebraska  
My Commission Expires  
August 24, 1976

No. 57872



195-5470

Loan No. 39883-1

# EXPANDABLE MORTGAGE ASSIGNMENT OF RENTS

Charles G. Smith and Nellie M. Smith, husband and wife (hereinafter called the Mortgagors) in consideration of the sum of Dollars (\$ 430,500.00 )

have granted, sold and conveyed unto COMMERCIAL FEDERAL SAVINGS AND LOAN ASSOCIATION of Omaha, Nebraska, (hereinafter called Commercial), its successors and assigns, the following described real estate, situated in the County of Sarpy State of Nebraska, to-wit:

See Exhibit "A" attached

195-26-8-35-A  
195-274-96-25  
SUE COLE & HILLERS

TO HAVE AND TO HOLD THE SAME with the appurtenances thereto belonging, unto Commercial, its successors and assigns forever. Said Mortgagors hereby covenant with said Commercial, its successors and assigns, that Mortgagors are lawfully seized of said premises, that they are lawfully owners, and that they will forever warrant and defend the title to said premises against the lawful claims of all persons whatsoever.

Provided, nevertheless, these presents are upon the following conditions: That whereas the said Mortgagors as members of Commercial have this date executed a note evidencing such loan and agreeing to repay said sum of money, with interest as payments as set forth in said note and have agreed to abide by the terms of said note and Charter and By-Laws of Commercial:

That whereas this mortgage shall secure any additional advances with interest which may, at the option of Commercial, be made by Commercial to the undersigned Mortgagors or their successors in title for any purpose, at any time before the release and cancellation of this mortgage, but PROVIDED, HOWEVER, at no time shall the aggregate principal amount secured by this mortgage, being the amount due at any time on said original note and any additional advances made exceed an amount equal to 110 percent of the amount of the original note, but in no event shall said note exceed the maximum amount permitted by law and PROVIDED HOWEVER that nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the security of or in accordance with covenants contained in the mortgage.

Now, if the said Mortgagors shall pay or cause to be paid the said sums of money when due as set forth in said note and any other note for additional advances made until said debt is fully paid with interest thereon these presents shall be void, otherwise, to be and remain in full force and effect, but if default should be made:

- (a) In any of the payments due on said note and any other note for additional advances made as therein agreed to be made for three months, or
- (b) In keeping the improvements on said premises insured against 1935 by reason of fire, lightning, and other hazards included in extended coverage insurance in an amount not less than the unpaid balance of said mortgage loan, in a company or companies acceptable to Commercial, the original of such policy or policies to be held by Commercial, and with a mortgage clause attached to said policy or policies, in favor of Commercial, or
- (c) In the payment of taxes and assessments levied upon said premises, or on this mortgage, before they are delinquent; or
- (d) If there is any change in the ownership of the real estate mortgaged herein, by sale, either outright or by land contract, or by assignment of any interest therein or otherwise;

then, in any of the above set forth events, the whole indebtedness hereby secured shall at the option of Commercial, immediately become due and payable without further notice, and the amount due under said note and any other note for additional advances made shall, from the date of the exercise of said option, bear interest at the maximum legal rate per annum, and this mortgage may then be foreclosed to satisfy the amount due on said note, and any other note for additional advances, together with all sums paid by Commercial for insurance, taxes, assessments and abstract extension charges, with interest thereon from the date of payment at the maximum legal rate.

PROVIDED that in no event, either before or after default shall the interest due under said note and this mortgage and any other note for additional advances made exceed the maximum lawful interest rate.

PROVIDED further, that in the event that default occurs in the making of the payments due on said note, and on any other note for additional advances, as therein agreed to be made or in keeping the premises insured, as above provided, or if default be made in the payment of the taxes or assessments levied upon the premises above described or upon this mortgage, before they are by law delinquent, Commercial shall be entitled to the immediate possession of the premises above described together with all rents, proceeds and issues arising out of the premises, and may in its discretion use the rents so far as it deems necessary for the purpose of making repairs upon the premises and collecting rent therefrom, and premiums, taxes and assessments upon such premises and for necessary expenses incurred in renting said premises and collecting rent therefrom, and to apply same on said note and any notes evidencing future advances hereunder until the indebtedness secured is fully paid; and for such purposes, the undersigned does hereby sell, assign, set over and transfer unto Commercial all of said rents, proceeds and incomes including any land contract payments due mortgage owners or any other incomes of any type whatsoever from said property to be applied on the notes above described; but said Commercial shall in no case be liable for the failure to procure tenants, to collect rents, or to prosecute actions to recover possession of said premises.

The Mortgagors further appoint Commercial of Omaha, Nebraska, their attorney in fact, giving said attorney power irrevocably, either on its own name or Mortgagors' names to take all necessary steps for proceedings in court or otherwise, to cause said premises to be vacated; to collect rents or other incomes due, and when vacant, to relet the same, to make all reasonable repairs and pay taxes out of said rents, profits, contract payments or incomes and to do all such things either by its own officers or by other parties duly authorized and appointed by it, as its agent for said purpose, and to charge or pay a reasonable fee for such services, all of the above to be done at such times and in such manner and on such terms as to their said attorney may seem best, with full power of substitution.

The Mortgagors hereby agree that if Commercial either voluntarily or involuntarily becomes or is made a party to any suit or proceeding relating to the hereinbefore described real estate, or to this mortgage or said note or notes, or other than a foreclosure instituted by Commercial, Mortgagors will reimburse Commercial for all reasonable costs incurred by Commercial in said suit or proceeding, the Mortgagors further agree that if the hereinbefore described real estate or any part thereof be condemned under the power of eminent domain, or is otherwise acquired for a public use, the damages awarded, the proceeds for the taking, and for the consideration for such acquisition to the extent of the full amount of the remaining unpaid indebtedness secured by this mortgage, be, and they hereby are, assigned to Commercial and shall be paid forthwith to Commercial to be applied on account of the last maturing installments of such indebtedness.

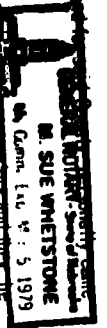
Dated this 10th day of November 19 26

IN THE PRESENCE OF:  
Sue Helstone

Charles G. Smith  
Nellie M. Smith

STATE OF NEBRASKA  
COUNTY OF Douglas SS.

On this 10th day of November 19 26 before me, a notary public in and for the County of Douglas, Nebraska, do hereby certify that the above named Charles G. Smith and Nellie M. Smith, husband and wife



to me well known to be the identical person or persons whose name is or names are affixed to the above mortgage, and that they are, or she, severally acknowledge the said instrument and the execution thereof, to be their voluntary act and deed.

Witness my hand and Notarial Seal this day and year last above written.  
Sue Helstone  
Notary Public

My commission expires on the 5th day of March 19 29

105-5470A

EXHIBIT "A"

LEGAL DESCRIPTION

lots 1, 2, 6, 8, 9, 10, 11, 15, 17, 19, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 40, 42, 44, 44, 58, 61, 62, 63, 64, 84, 85, 87, 88, 98, 98, 101, 102, 103, 104, 108, 111, 112, 113, 114, 115, 116, 117, 118, 121, 122, 122, 123, 124, 125, 126, 128, 129, 130, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 160, 166, all in Grandville East, a sub-division in the city of LaVista, Sarpy County, Nebraska.

BRIARWOOD

Lot 1 thru 125 inclusive, all in Briarwood, a regular of Part of Lot 243 Grandville East, a sub-division in the City of LaVista, Sarpy County, Nebraska.

GRANDVILLE, SOUTH

Lot 1, Grandville South, a sub-division in the city of LaVista, Sarpy County, Nebraska.

PARKVIEW HEIGHTS IV

lots 1 thru 117 inclusive, all in Parkview Heights IV, a subdivision in Sarpy County, Nebraska.

ZONING

Grandville, East

All lots are zoned residential-single family.

Briarwood

All lots are zoned residential - single family.

Grandville, South

✓ Lot 1, Zoned Commercial.

Parkview Heights

lots: 1 thru 115 are zoned residential-single family.

✓ lots: 116 & 117 are zoned Multi-Family.

195-54108

EXHIBIT "B"

\$2,000.00 per residential lot release consideration plus \$400.00 for additional pre-paid interest.

Parkview Heights - Lot 116 release consideration \$22,500.00.

Lot 1, Granville South release consideration \$60,000.00



198-2392

**RELEASE OF MORTGAGE**

No. **21049**

IN CONSIDERATION of the payment in **full** of the debt named therein, the Commercial Federal Savings and Loan Association of Omaha,

Nebraska, hereby releases **one** mortgage and assignment of rents made by **Charles G. Smith and Nellie M. Smith,** husband and wife

to said Association on the following described property situated in the County of Sarpy and State of Nebraska, to-wit: **Lots 1, 2, 6, 8, 9, 10, 11, 15, 17, 19, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 40, 42, 44, 58, 61, 62, 63, 64, 84, 85, 87, 88, 95, 98, 101, 102, 103, 104, 108, 111, 112, 113, 114, 115, 116, 117, 118, 120, 121, 122, 123, 124, 125, 126, 128, 129, 130, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 160, 196, all in Granville East, a sub-division in the city of LaVista, Sarpy County, Nebraska.**

**BRIARWOOD**

**Lot 1 thru 125 inclusive, all in Briarwood, a replat of Part of Lot 243 Granville East, a sub-division in the City of LaVista, Sarpy County, Nebraska.**

**GRANVILLE, SOUTH**

**Lot 1, Granville South, a sub-division in the city of LaVista, Sarpy County, Nebraska.**

**PARKVIEW HEIGHTS IV**

**Lots 1 thru 117 inclusive, all in Parkview Heights IV, a subdivision in Sarpy County, Nebraska.**

~~FILED FOR RECORD 5-24-79 2:20p~~ ~~198-2392~~ ~~Cal S. Hibbler~~ ~~REGISTRAR OF DEEDS, SARPY COUNTY, NEB.~~ ~~85-25~~

which mortgage recorded in Book **195** at Page **5470** of the Mortgage Records, **Sarpy** County, Nebraska, IN WITNESS WHEREOF, the Commercial Federal Savings and Loan Association of Omaha, Nebraska, has caused this release to be signed by its Vice President and attested by its Assistant Secretary, and its corporate seal to be hereunto affixed this **11th** day of **May**, 19 **79**.

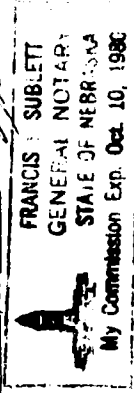
In Presence Of: *Francis Sublett* By *Ralph V. Palmer* Vice President Attest *Opal M. Wise* Assistant Secretary

State of Nebraska ss

County of **Sarpy** On this **11th** day of **May**, A.D. 19 **79** before me the undersigned, a Notary Public in and for said County, personally came **Ralph V. Palmer** Vice President, and **Opal M. Wise** Assistant Secretary of the Commercial Federal Savings and Loan Association, to me personally known to be the identical persons whose names, as such officers, are subscribed to the foregoing instrument, and acknowledged the said instrument to be the voluntary act and deed of said Association by them in said official capacity voluntarily done and executed

My Commission Expires **October 10,** 19**80**

39883-1 *Sept 04362*



*Francis Sublett* NOTARY PUBLIC

M-73 *CT-J-2*

THE COUNTY COURT OF SHELBY COUNTY, TENNESSEE

Doc. No.

No. 177

REPORT OF THE COMMISSIONER OF  
THE PUBLIC POWER DISTRICT,  
SHELBY COUNTY, TENNESSEE,  
IN ANSWER TO A RESOLUTION OF THE  
COUNTY COURT, PASSED AT A REGULAR  
MEETING HELD AT THE COURTHOUSE,  
MEMPHIS, TENNESSEE, ON THE 14TH  
DAY OF MARCH, 1934, RELATIVE TO  
THE PROPOSED CONSTRUCTION,  
OPERATION AND MAINTENANCE OF A  
NEW TRANSMISSION LINE FOR THE  
TRANSMISSION OF ELECTRICITY.

WALTER P. BROWN, JR.,  
Public Power District,  
a Public Corporation,

Complainant,

vs.

DOUGLAS M. PAIR, ET AL.,

Defendants.

REPORT OF APPEALERS

W. P. Kelly, Sr. 114

8-7-34

20-415  
1

Come now the undersigned appraisers duly appointed in this matter to assess the damages that have been sustained by the owners and other persons interested in the premises hereinafter described, and we do hereby respectfully report that after subscribing the oath at the time and place appointed by the Court and as required by law we proceeded in a body to view the lands in the respective parcels involved herein and there fully informed ourselves in said matter and heard the evidence as offered by the interested parties.

We took into consideration that the condemnor proposes to construct immediately a 161,000 volt transmission line from petitioner's generating plant, at approximately 7<sup>th</sup> and Craig Street in North Omaha to petitioner's Substation No. 909, 108<sup>th</sup> and Blondo Streets, west of Omaha, to petitioner's Substation No. 906, approximately one and one-half miles south of Omaha on 30<sup>th</sup> Street, for the purpose of providing power and energy to the customers of the petitioner in the State of Nebraska. The location of the lines and structures on the respective parcels hereinafter described is shown on the plans in Exhibit A attached hereto and made a part hereof.

Said transmission line is generally described as a two-pole H-frame transmission line, the conductors being supported on crossarms attached to two wooden poles located as designated on the exhibit hereinafter referred to in connection with each tract number. Said poles are fifteen feet, six inches apart and are approximately sixty to ninety-five feet long. The minimum clearance of the lowest conductor at the crossarm is approximately thirty-eight feet and in the center of the span is approximately twenty-nine feet at 120° degrees Fahrenheit. An easement is condemned for a right of way thirty-five feet on each side of a centerline, or seventy feet in

57-413

with, and also the right to trim or fell trees and remove obstructions within fifty feet of the centerline of said right of way which would be a hazard to said transmission line, together with all rights and privileges incident to the use and enjoyment of said easement.

Being fully advised in the premises, we do hereby find, file and assess the damages sustained by reason of the appropriation of a permanent easement and right of way for the construction, operation and maintenance of petitioner's electric transmission line on and across the parcels of land described in the petition filed herein and in the plate of said lands attached hereto, and a part hereof and incorporated herein and named Exhibit A for reference.

The description of the parcels, the descriptions of the easements and our awards of damages to the respective owners or other persons interested therein, are as follows:

Parcel No. 1

Description of Parcel: Northeast Quarter of the Southeast Quarter, Section 15, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska.

Description of Easement: A high voltage wood pole transmission line with the centerline described as follows: Beginning at a point 562 feet more or less West of the Northeast corner and on the North line of the Northeast Quarter of the Southeast Quarter, Section 15, thence Southeasterly to a point 452 feet more or less South of the Northeast corner and on the East line of the Northeast Quarter of the Southeast Quarter, Section 15, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska.

Owners: Dorothy M. Puse

Tenants: George Sautter and  
Anna Sautter

\$ 1.00

Parcel No. 2

Description of Parcel: Southwest Quarter and the Southeast Quarter of the Southeast Quarter, Section 14, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska.

Description of Encumbrance: A high voltage wood pole transmission line with the centerline described as follows: Beginning at a point 452 feet more or less South of the Northwest corner and on the West line of the Southwest Quarter, Section 14, thence Southeasterly to a point 30 feet more or less West of the Southeast corner and on the South line of the Southwest Quarter, Section 14, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska.

Owners: Walter Wittman and Zeville Wittman \$ 11,211.12

Tenants: Larry Wittman and Zeville Wittman \$ 292.68

Mortgages: South Omaha State Bank \$ None as his interest may appear  
Donald E. Collins

Parcel No. 3

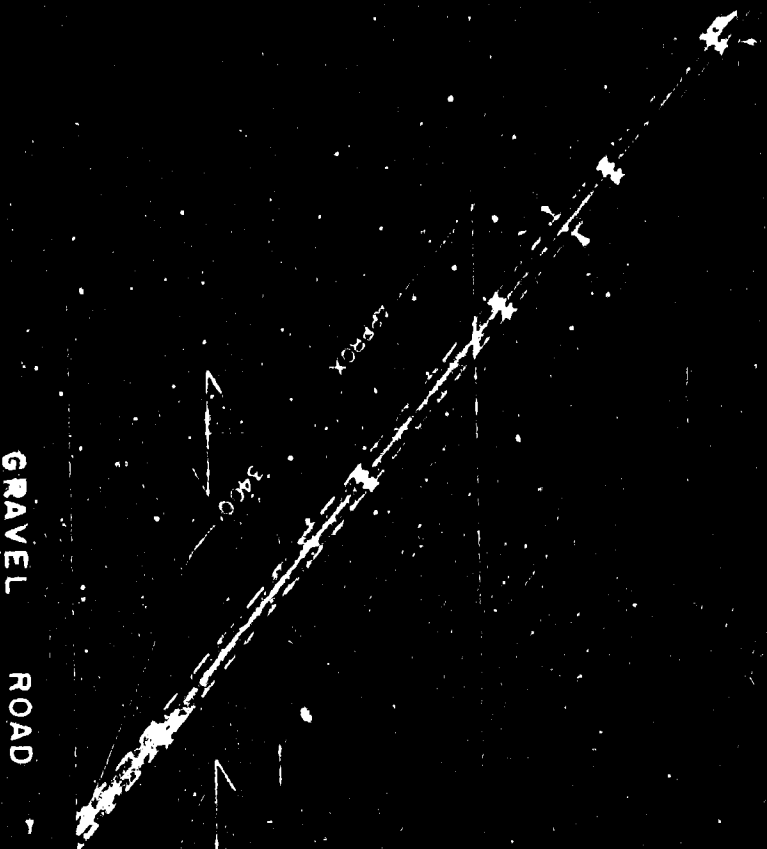
Description of Parcel: East one-half of the Northeast Quarter, Section 23, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska.

Description of Encumbrance: A high voltage wood pole transmission line with the centerline described as follows: Beginning at a point 1137 feet more or less South of the Northwest corner and on the West line of the East one-half of the Northeast Quarter, Section 23, thence Southeasterly to a point of turning, said point of turning being 75 feet more or less West of the East line and 440 feet more or less North of the South line of the East one-half of the Northeast Quarter, Section 23, thence Easterly to a point 440 feet more or less North of the Southeast corner and on the East line of the East one-half of the Northeast Quarter, Section 23, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska.

Owners: Joseph Otta and Anna Otta \$ 6292.30

Tenants: Stanley B. Ostrowsky \$ 49.50

SECTION  
214N, 52E



PROPOSED  
OMAHA PUBLIC POWER DISTRICT  
3 $\phi$  16,000 VOLT ELECTRIC LINE  
OVER PROPERTY OF  
WALTER & EUNICE WITTMUS

SW 1/4 & SW 1/4 OF SE 1/4, Sec 14, T14N, R12E  
OF THE 6TH PM  
SARPY COUNTY, NEBRASKA

500'

EXHIBIT - "A"

PARCEL NO 2



IN THE COUNTY COURT OF THE COUNTY OF SARPY, STATE OF NEBRASKA  
(Certified Copy of Record)

STATE OF NEBRASKA  
County of Sarpy

I, Jos. E. Strawn Judge of the County Court of the County of Sarpy, State of Nebraska, do hereby certify that I have compared the foregoing copies of

REPORT OF APPRAISERS

In the Matter of the Petition of  
OMAHA PUBLIC POWER DISTRICT,  
a Public Corporation, of Omaha,  
Nebraska, to acquire a right of way  
easement across lands in Sarpy  
County, Nebraska, by eminent do-  
main for the purpose of constructing,  
operating and maintaining a high  
voltage transmission line for the  
transmission of electricity.

Doc. M

Page 177

No. 177

OMAHA PUBLIC POWER DISTRICT,  
a Public Corporation,

Condemner,

VS.

DOROTHY M. FASE, ET AL,

Condemnees.

with the original records thereof, now remaining in said Court, that the same are correct transcripts thereof,  
and of the whole of said original records.

In Witness Whereof I have hereunto set my hand and  
affixed the seal of said County Court in Papillion County  
of Sarpy, State of Nebraska, on this 11th day of  
July A. D. 1926

Jos. E. Strawn

Judge of the Court

By Wm. H. Strawn  
Clerk of the County Court



MISCELLANEOUS RECORD NO. 7,

FRANCIS H. FRICKE, ET AL. :

Filed March 12, 1930, at 3 P.M.

to  
NEBRASKA POWER COMPANY,  
Contract, \$1.25 Pd.

County Clerk.

BOOK 11 PAGE 11

FILE NO.---

This indenture made this 16th day of October, 1929, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and Francis H. Fricke and Mary Fricke, husband and wife, William Fricke, single, and Albert Fricke, single, of the County of Sarpy State of Nebraska, hereinafter called "Grantor's"

WITNESSETH: That for and in consideration of \$5.00, receipt whereof is hereby acknowledged by the Grantor and the further payment of a sum \$6 make a total of \$20.00 each, for each and every pole set on the hereinafter described property, said sum to be paid by the Company, as hereinafter provided, and mutual covenants and agreements herein contained, the Grantor does hereby grant and convey unto the Company, its lessees, successors and assigns, the perpetual right, privilege easement, authority and right of way to construct, operate and maintain its poles, electric transmission lines, wires, guys and other fixtures and appliances, over, upon along and above the following described property situated in Sarpy County, State of Nebraska, to wit: North Half of Southwest Quarter (N<sup>1</sup>/<sub>2</sub> of SW<sup>1</sup>/<sub>4</sub>) Section Fourteen (14), Township Fourteen (14) North, Range Twelve (12), east of the 6th. Pk.

The electric transmission line shall be built of double pole construction, commonly called "H" frame construction, with a spacing between structures generally approximately 600 feet and not less than 400 feet. The poles of the individual "H" frames shall be set on ten foot centers, the center line of said "H" frames being the east and west center line of section 14 aforementioned, this making one pole five feet north of and one pole five feet south of said east and west center line of said section 14.

The Grantor does hereby further grant unto the Company, its lessees, successors and assigns, the right, privilege and authority to enter upon and pass over said property and the property of the Grantor adjacent thereto for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

The Grantor does hereby further grant unto the Company, its lessees, successors and assigns the permanent right, privilege and authority to cut down or trim trees under or within twenty-five (25) feet of the Company's lines, and to cut down or trim any trees or limbs of trees on either side the soil as would be a hazard to said lines in breaking off and falling over or against said lines. Any refuse or debris resulting from such tree trimming shall be disposed of in the following manner, to wit: The Company agrees to pay Grantor or tenant, as their interest may appear, for all damage done crops or fences during time of contractor or repairs of its transmission line.

The Company shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, live-stock and other property of the Grantor and the Company agrees to indemnify and save harmless the Grantor from any and all damage and loss arising or occurring to any person or property by reason of the Company's negligence in the construction, operation and maintenance of said transmission line.

It is expressly agreed that in the event the Company is unable to obtain a right of way by purchase, easement or otherwise over and across all of the intervening property, commencing from North line section 32-15-12, and ending at east line section 13-14-12, so as to construct 1.8 poles, transmission lines guys, supports and other fixtures and appliances thereon, then the Company shall notify the Grantor in writing of its inability, to obtain the said right of way and upon receipt of such notice in writing from the Company by the Grantor this contract shall become void and of no effect and the Company shall be absolved from the payment of the further sum above indicated. The initial sum paid, however, is to be the property of the Grantor. In the event that the Company is able to obtain all of the right of way between the points herein indicated, then the further sum payable hereunder shall be paid by the Company to the Grantor on or before the date of the commencement of the construction of the Company's transmission lines, poles, wires, guys, supports and other fixtures and appliances on the premises herein described.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the 16th day of October, 1929.

Attest: S.E. Schaefer,

Secretary.

NEBRASKA POWER COMPANY,  
By, Roy Pege, Assistant General Manager.

Francis H. Fricke,  
Mary Fricke,  
William Fricke,  
Albert Fricke,  
Grantor,

Witnesses: Frank Peham,  
K.B. Anderson,

Engineers Approval: F.E. Smith.

MISCELLANEOUS RECORD NO. 7.

STATE OF NEBRASKA, )  
County of Sarpy, ( SS. On this 16th. day of October, 1929, before me the undersigned,  
a Notary Public, in and for said County and State, personally appeared Francis H. Fricke and  
Mary Fricke, husband and wife, William Fricke, single and Albert Fricke, single, personally  
to me known to be the identical person(s) who signed the foregoing instrument as Grantor  
and who acknowledged the execution thereof to be their voluntary act and deed for the  
purpose therein expressed.

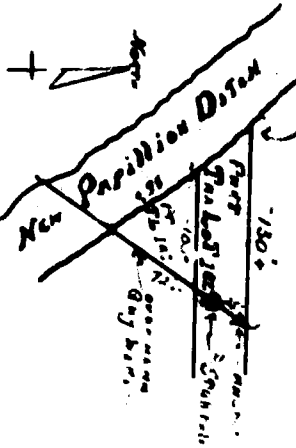
WITNES my hand and notarial seal the date above written.  
E.R. Anderson,  
General Notary Public,

By commission expires on the 9th. day of March, 1934.  
General Notarial Seal  
Douglas County, Nebraska.

INTEREST MATTER, & CUS. :  
to : Filed March 12, 1930, at 3 P.M.  
NEBRASKA POWER COMPANY, :  
Contract No. 25 Id. : County Clerk.

C O N T R A C T

This indenture made this 4th. day of March, 1930, by and between Nebraska Power Company,  
a corporation hereinafter called "Company" and Therese Mallender and Joseph F. Mallender,  
wife and husband, of the County of Douglas, State of Nebraska, hereinafter called "Grantors",  
WITNESSETH That for and in consideration of \$1.00 and other  
resalt wherof is hereby acknowledged by the Grantors, and mutual covenants and agreements  
herein contained the Grantors do hereby Grant and convey unto the Company, its lessees,  
successors and assigns, the perpetual right, privilege, easement, authority and right of way  
to install, operate and maintain at the points shown on the herein sketch, one (1) certain  
"stub anchor" pole to be set with necessary overhead and down guy wires and anchor, over, upon  
and above the following described property, situated in Sarpy County, State of Nebraska,  
to-wit: West One Hundred Thirty (130) feet of Tax Lot One-b-Two (18c) and, That Part of  
Tax Lot One-a-One (1A1) lying northwesterly of the following described line, to wit:  
Beginning at a point on the north line of said tax lot 1A1, said point being 100 feet more  
or less east of east bank of New Millillon Drainage ditch, running thence southwesterly  
to the intersection of said east bank of ditch, said point of intersection being 45 feet  
more or less southeast of the point of intersection of the north line of said tax lot 1A1  
and the east bank of said ditch, all being in Section 18, Twp. 14 North, Range 13, east of  
the 6th. PL.



The said "stub anchor" pole together with necessary overhead  
and down guy wires and anchor shall be permanently located  
in said premises as shown in the sketch herein, and as the  
same are now located and set and mutually agreed upon by and  
between the parties hereto.  
The Grantors do hereby further Grant unto the Company,  
its lessees, successors and assigns, the right, privilege  
and authority to enter upon and pass over said property and  
the property of the Grantors adjacent thereto for the  
purpose of constructing, repairing and maintaining said  
equipment upon the property above described.

Company agrees to be liable for and reimburse Grantors or tenants, as their interest  
may appear, for all damage done crops or fences during the time of construction or repair of  
its equipment upon the property above described.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the  
day and year first above written.

Attest: F.J. Kojlan, Assistant Secretary,  
Witness:  
E.R. Anderson,  
NEBRASKA POWER COMPANY  
By Roy Hage, General Manager,  
Therese Mallender,  
Joseph F. Mallender, Grantors.

On this 4th. day of March, 1930, before me the undersigned, a Notary  
Public, in and for said County and State, personally appeared  
Therese Mallender and Joseph F. Mallender, wife and husband, personally to me known to be the  
identical persons who signed the foregoing instrument as Grantors and who acknowledged the  
execution thereof to be their voluntary act and deed for the purpose therein expressed.  
WITNES my hand and notarial seal the date above written.  
E.R. Anderson, General Notary Public,  
Douglas County, Nebraska.  
Commission expires Mar. 9, 1934.  
Engineer's Approval: F.E. Smith,

52-616

STATE OF NEBRASKA )  
COUNTY OF SARPY ) SS.  
CITY OF LA VISTA )

CERTIFICATION

I, R. E. Austin, the duly appointed, qualified, and acting Clerk of the City of La Vista, Nebraska, do hereby officially certify:

That at their regularly scheduled meeting of Tuesday, August 7, 1979 the City Council of the City of La Vista, Nebraska did adopt Ordinance No. 249 entitled:

AN ORDINANCE TO ANNEX CERTAIN TERRITORIES TO THE CITY OF LA VISTA, NEBRASKA; TO MAKE PROVISIONS FOR THE EXTENSION OF BENEFITS TO INHABITANTS OF THE TERRITORIES ANNEXED; TO PROVIDE THE EFFECTIVE DATE HEREOF.

I further certify that the attached is a true and correct copy of said Ordinance.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of La Vista hereto this 6th day of September, 1979.



[Signature]  
R. E. Austin, City Clerk/Treasurer

FILED FOR RECORD 9-10-79 AT LA VISTA IN BOOK 62 OF PLANS  
FILE 616 Carl J. Hilliard REGISTER OF DEEDS, SARPY COUNTY, NEB. 137.00

File # 08668 ✓

## ORDINANCE RECORD

No. 728--Revised &amp; Corrected, Omaha

ORDINANCE NO. 249

AN ORDINANCE TO ANNEX CERTAIN TERRITORIES TO THE CITY OF LA VISTA, NEBRASKA; TO MAKE PROVISIONS FOR THE EXTENSION OF BENEFITS TO INHABITANTS OF THE TERRITORIES ANNEXED; TO PROVIDE THE EFFECTIVE DATE HEREOF.

Whereas, the Mayor and the City Council of the City of La Vista, Nebraska find the below described territories to be contiguous to the City of La Vista and is urban and suburban in character;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL, OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA:

SECTION 1. That the following described territory generally known as Granville East Addition and Briarwood Addition, a replatting of a portion of Lot 243 of Granville East Addition, situated in Sarpy County, Nebraska, and more particularly described as follows, to-wit:

Subdivision is located in Tax Lot 3C, Tax Lot 6 and the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 14, Township 14 North, Range 12 East of the Sixth P.M., Sarpy County, Nebraska and a replat of Lots 1640, 1641 and 1642 and outlots 1557, 1588, 1589, 1637, 1638, 1639, 1643, 1666, 1922, 1923, 1924, 1925, and 1926 La Vista, more particularly described as: Commencing at the Southwest corner of said Section 14; thence South 89° 44' 37" East (assumed bearing) along the South line of the Southwest  $\frac{1}{4}$  of said Section 14 a distance of 447.63 feet to the point of beginning; thence North 00° 15' 23" East along the Westerly line of Tax Lot 3C a distance of 50.00 feet to a point of curvature; thence Northeastly on a 470.5 foot radius curve to the Right a Distance of 248.03 feet to a point of reverse curve; thence continuing Northeastly on a 501.34 foot radius curve to the left a distance of 265.05 feet to a point of tangency; thence North 00° 10' 09" East a distance of 315.32 feet; thence South 89° 44' 37" East along the South line of Tax Lot 2 a distance of 295.00 feet; thence North 00° 11' 44" East along the East line of Tax Lot 2 a distance of 1,794.25 feet; thence South 89° 50' 36" East along the North line of the Southwest  $\frac{1}{4}$  of said Section 14 a distance of 386.40 feet; thence South 41° 52' 41" East along the perimeter of La Vista a distance of 242.77 feet; thence South 00° 13' 25" West a distance of 358.24 feet; thence South 89° 46' 35" East a distance of 209.00 feet; thence North 47° 53' 16" East a distance of 85.12 feet; thence South 41° 52' 41" East a distance of 952.11 feet; thence North 40° 20' 47" East on the Westerly Right of Way line of Spreier Avenue (now Edgwood Blvd.), a distance of 78.54 feet

to a point of curvature; thence Northeastly on an 803.58 foot radius curve to the left a distance of 134.42 feet; thence South 42° 01' 40" East along the Northerly line and an extension of the Northerly line of Lots 1638 through 1642 a distance of 394.69 feet; thence North 84° 18' 41" East along the Northerly line of outlet 1589 a distance of 233.88 feet; thence South 88° 24' 33" East a distance of 50.24 feet; thence South 79° 49' 18", East along the Northerly line of outlet 1588 a distance of 237.08 feet; thence North 76° 59' 00" East along the Northerly line of outlet 1557 a distance of 90.00 feet; thence South 73° 26' 19", East a distance of 59.17 feet; thence South 89° 48' 20" East along the North line of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 14 a distance of 577.60 feet; thence South 00° 00' 38" East along the Easterly line of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 14 a distance of 1,324.27 feet; thence North 89° 53' 24" West along the South line of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 14 a distance of 1,323.66 feet; thence North 89° 44' 37" West along the South line of the Southwest  $\frac{1}{4}$  of said Section 14 a distance of 1,308.80 feet; thence North 00° 15' 23" East a distance of 33.00 feet; thence North 01° 28' 33" East a distance of 320.56 feet; thence North 74° 36' 07" West a distance of 62.14 feet; thence South 71° 51' 23" West a distance of 189.71 feet; thence North 89° 44' 07" West a distance of 241.00 feet; thence South 16° 27' 23" West a distance of 288.32 feet; thence South 00° 15' 23" West a distance of 33 feet; thence North 89° 44' 37" West a distance of 335.76 feet to

# ORDINANCE RECORD

52-616 B

PL 728-Annex 3 Ordinance No. 6888

the point of beginning, excluding therefrom, however, all portions of the Right-Of-Way of Giles Road, situated therein and these portions of the Lots 1640, 1641 and 1642 and Outlots 1557, 1588, 1589, 1637, 1638, 1639, 1643, 1666 and 1922 through 1926 inclusive, which have heretofore been annexed by the City of La Vista.

Be, and the same hereby is annexed to and included within the corporate limits of the City of La Vista, Sarpy County, Nebraska, and that the inhabitants thereof shall, from and after the effective date of this ordinance, be subject to the ordinances and regulations of the City of La Vista, Sarpy County, Nebraska.

**SECTION 2.** That the following described territory generally known as Lots 13 through 129, inclusive, of Crestview Heights Second Platting (SID 45) situated in Sarpy County, Nebraska, being all portions of Crestview Heights Addition now heretofore annexed by the City, and more particularly described as follows, to-wit:

That part of Crestview Heights Second Platting, a subdivision, as surveyed, platted and recorded in part of the Northeast  $\frac{1}{4}$  of Section 14, Township 14 North, Range 12 East of the Sixth P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at a point on the West line 0, the Northeast  $\frac{1}{4}$  of said Section 14, said point being 283.00 feet South  $0^{\circ} 39' 08''$  East, of the North  $\frac{1}{4}$  corner of said Section 14; thence East, 200.00 feet; thence North  $0^{\circ} 39' 08''$  West, 250.00 feet to a point on the South Right-Of-Way line of Harrison Street; thence East, 1,287.45 feet along said South Right-Of-Way line; thence South, 491.11 feet to a point of intersection with the curved Southerly Right-Of-Way line; thence South, 491.11 feet to a point of intersection with the curved Southerly Right-Of-Way line of Gertrude Street; thence Easterly on a curve to the right (radius being 965.00 feet - chord bearing, North  $86^{\circ} 12' 22''$  East) for an arc distance of 127.80 feet; thence East, 125.00 feet along said South Right-Of-Way line to a point of curve; thence Easterly on a curve to the right (radius being 74.96 feet to a point of intersection with an arc distance of 74.96 feet to a point of intersection with a westerly curved Right-Of-Way line of 74th Street; thence Southerly on a curve to the left (radius being 2,097.76 feet - chord bearing, South  $10^{\circ} 18' 38''$  West) for an arc distance of 66.29 feet; thence South  $8^{\circ} 30' 00''$  West, 275.00 feet along said westerly Right-Of-Way line to a point of curve; thence Southerly on a curve to the right (radius being 1,072.55 feet) for an arc distance of 174.71 feet; thence South  $17^{\circ} 50' 00''$  West, 24.21 feet along said westerly Right-Of-Way line to a point of curve; thence Southerly on a curve to the left (radius being 298.57 feet) for an arc distance of 93.87 feet; thence South  $0^{\circ} 10' 60''$  East, 60.00 feet to a point of intersection with the South Right-Of-Way line of Josephine Street; thence North  $89^{\circ} 49' 10''$  East, 5.00 feet along said South Right-Of-Way line; thence South  $0^{\circ} 10' 50''$  East, 117.00 feet along the West Right-Of-Way line of 74th Street; thence North  $89^{\circ} 54' 53''$  West, 1,692.16 feet to a point on the West line of the Northeast  $\frac{1}{4}$  of said Section 14; thence North  $0^{\circ} 39' 08''$  West, 1,051.17 feet along the West line of the Northeast  $\frac{1}{4}$  of said Section 14 to the point of beginning. (The north line of the Northeast  $\frac{1}{4}$  of said Section 14 assumed East-West in direction);

Be, and the same hereby is annexed to and included within the corporate limits of the City of La Vista, Sarpy County, Nebraska, and that the inhabitants thereof shall, from and after the effective date of this ordinance, be subject to the ordinances and regulations of the City of La Vista, Sarpy County, Nebraska.

**SECTION 3.** That the following described territory generally known as Lots 1, 2, 3 and 6, including Brentwood Drive and including that portion of 87th Street situated between said Lots 2 and 3, all in Willow Brook Addition, said tract being more particularly described as follows, to-wit:

A tract in the South  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 15, Township 14 North, Range 12 East of the Sixth PM, Sarpy County,



# ORDINANCE RECORD

No. 728 - Revised & Current Inc. Ord.

Nebraska, more particularly described as follows:

Beginning at a corrected point of beginning 866.33 feet North of the surveyed point of beginning, said surveyed point of beginning being the South ¼ corner Section 15, Township 14 North, Range 12 East, of the sixth P.M., Sarpy County, Nebraska; thence North 0° 00' 10" West (assumed bearing) a distance of 455.00 feet; thence North 89° 56' 29" East, a distance of 2,492.90 feet along the North line of the said South ¼ of the Southeast ¼ of said Section 15; thence South 0° 23' 38" West a distance of 1,244.61 feet along the Western Right-Of-Way of South 84th Street (N-85) of the Southeast ¼ Section 15; thence South 18° 08' 29" West, West-Southwest (assumed bearing) a distance of 269.32 feet; thence West (assumed bearing) a distance of 1,188.97 feet following the Right-Of-Way line of the North ¼ of Giles Road to the Eastern most curb line of South 87th Street; thence North-Northeast (assumed bearing) following the Eastern curb line of South 87th Street a distance of 519.72 feet; thence West-Northwest (assumed bearing) along the Southern most lot line of Lot 3 a distance of 533.75 feet; thence North-Northeast (assumed bearing) along the Western lot line of Lot 3 a distance of 50.00 feet; thence West (assumed bearing) following the Southern lot line of Lot 6 a distance of 709.99 feet to point of corrected beginning; (said tract does not include any portion of 84th Street (N-85); Giles Road or that portion of 87th Street South of the South line of Lot 3 extended.)

Be, and the same hereby is annexed to and included within the corporate limits of the City of La Vista, Sarpy County, Nebraska, and that the inhabitants thereof shall, from and after the effective date of this ordinance, be subject to the ordinances and regulations of the City of La Vista, Sarpy County, Nebraska.

SECTION 4. That the following described territory generally described as Tax Lots 5 and 38 (the Presbyterian Church Property on Giles Road) in the Southwest ¼ of Section 14, Township 14 North, Range 12 East of the Sixth P.M., Sarpy County, Nebraska, more particularly described as follows, to-wit:

Commencing at the Southwest corner of Section 14, thence South 89° 44' East along a South line of Section 14, a distance of 783.43 feet; thence Northerly a distance of 33.00 feet to the point of beginning; thence North 16° 28' East a distance of 288.32 feet; thence South 89° 43' 30" East, a distance of 241.00 feet; thence North 71° 52' East, a distance of 189.71 feet; thence South 74° 30' 30" East, a distance of 62.14 feet; thence South 1° 31' West, a distance of 320.56 feet; thence North 89° 44' West, a distance of 554.57 feet to the point of beginning, excluding County Road Right-Of-Way, Sarpy County, Nebraska.

Be, and the same hereby is annexed to and included within the corporate limits of the City of La Vista, Sarpy County, Nebraska, and that the inhabitants thereof shall, from and after the effective date of this ordinance, be subject to the ordinances and regulations of the City of La Vista, Sarpy County, Nebraska.

SECTION 5. That commencing thirty (30) days after the effective date of this ordinance, the City of La Vista, Sarpy County, Nebraska shall furnish all City services to the above-described territories.

SECTION 6. This ordinance shall take effect from and after September 1, 1979.

# ORDINANCE RECORD

52-616 D

No. 778 - Revised & Corrected No. One

PASSED AND APPROVED this 17<sup>th</sup> day of October, 1979  
CITY OF LA VISTA

By Harold C. Leathers  
Harold C. Leathers, Mayor

ATTEST:

[Signature]  
R. E. Austin, City Clerk/Treasurer

