

*pt of Case 102-177 Circa 1909*

IN THE MATTER OF THE PROPOSED CONDEMNATION OF ALL THAT PART OF THE  
NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 15,  
RANGE 15, LYING IN DOUGLAS COUNTY, NEBRASKA, EXCEPTING THE RIGHT OF WAY  
OF THE UNION PACIFIC RAILROAD COMPANY AND THE OMAHA BRIDGE AND TERMINAL  
RAILWAY COMPANY AND THE OMAHA AND NORTHERN NEBRASKA RAILWAY COMPANY,  
ALSO THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 13  
TOWNSHIP 15, RANGE 15, LYING IN DOUGLAS COUNTY, NEBRASKA, EXCEPTING THE  
NORTH 550 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID  
SECTION 5-15-13, DOUGLAS COUNTY, NEBRASKA, AND OTHER LANDS.

*not  
a full  
copy*

APPEAL BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, The United Real Estate  
and Trust Company as principal and James McKenna as Surety are hereby  
held and firmly bound unto the City of Omaha in the penal sum of One  
Thousand Dollars (\$1000.00) for the payment, well and truly to be made,  
we do hereby jointly and severally bind ourselves, our successors, as-  
signs, heirs, executors and administrators.

The condition of the above obligation is such that, WHEREAS, said  
The United Real Estate and Trust Company intends to appear from the award  
of appraisers fixing damages to it by the virtue of the taking of its  
lands and real estate situate in the County of Douglas and State of Neb-  
raska, to-wit:- All that part of the Northeast quarter of the Northeast  
quarter of Section 10, Township 15, Range 15, lying in Douglas County,  
Nebraska, excepting the right of way of the Union Pacific Railroad Com-  
pany, the Omaha Bridge and Terminal Railway Company and Omaha and Northern  
Nebraska Railway Company, also that part of the East half of the South-  
east quarter of Section 5, Township 15, Range 15, lying in Douglas County,  
Nebraska, excepting the North five hundred fifty (550) feet of the  
Southeast quarter of the Southeast quarter of said Section 5, for park  
and boulevard purposes, and under and pursuant to Ordinances of said City  
of Omaha, numbered respectively 6032 and 6372, and from all of the doings  
of the Board of Park Commissioners and Mayor and City Council of the  
City of Omaha and of the appraisers therein of the premises;

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NOW THEREFORE, if said The United Real Estate and Trust Company perfects its appeal and prosecutes the same with diligence and in good faith, and in the event that judgment goes against it, pays all costs, then these presents should be void, but otherwise, they shall be and do remain in full force and effect.

Witness the hands of the parties hereto in the City of Omaha, County of Douglas and State of Nebraska on this 21st day of July, A. D. 1908.

In presence of

John W. Parish.

THE UNITED REAL ESTATE & TRUST CO.

By Luther K. Muntze,  
Vice President.

By \_\_\_\_\_

James McKenna.

This bond and the surety thereon are hereby approved by me on this 21st day of July, A. D. 1908.

Dan B. Butler.  
City Clerk of the City of  
Omaha, Nebraska.

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C O U N C I L C H A M B E R .

May 7, 1907.

1 9 T H R E G U L A R M E E T I N G .

THE CITY COUNCIL met in regular session on Tuesday, May 7, 1907, at 8 o'clock P. M., in the Council Chamber in the City Hall, and was called to order by President Johnson.

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PRESIDENT: Bedford, Bridges, Brucker, Davis, Hansen, Jackson, McGovern, Sheldon, Zimman, Mr. President. 10.

ABSENT: Elsasser, Funkhouser. 2.

Q U O R U M P R E S E N T .

Page 466. . . . .

1 7 8 5 .

FROM C. D. C. JEWETT, SECRETARY BOARD OF PARK COMMISSIONERS:

I have the honor to herewith transmit to your Honorable Body a certified copy of a resolution adopted by the Board of Park Commissioners of the City of Omaha, at a meeting regularly held by it at its office in the City Hall, on Monday, the 29th day of April, 1907, designating certain land as necessary to be acquired as an addition to the system of parks, parkways and boulevards of the City of Omaha.

R E S O L U T I O N :

BE IT RESOLVED that the Board of Park Commissioners of the City of Omaha have devised and do hereby devise, suggest and recommend to the Mayor and City Council of the City of Omaha, an addition to the system of public parks, parkways and boulevards of the City of Omaha, by acquiring and adding thereto the lots and lands hereinafter described, and said Board of Park Commissioners do hereby designate as the lands and grounds necessary to be used and necessary to be purchased or appropriated for such purpose, the following described real estate to-wit:

The south ninety (90) feet of lot fifteen (15) Barker's Subdivision lying north of Ames Avenue.

The south ninety (90) feet of tax lots thirty-four (34) and thirty-five (35) in section three (3), township...

(13), lying north of Ames Avenue.

Lots one (1) to twenty-four (24) in blocks five (5) to twelve (12), inclusive, lots one (1) to twenty (20) in blocks thirteen (13) to sixteen (16), inclusive in North Omaha Addition.

All that part of Northeast quarter (N.E.1/4) of the southeast quarter (S.E.1/4) of Section Three (3), township fifteen (15), range thirteen (13) in Nebraska.

All that part of the southeast quarter (S.E.1/4) of the southeast quarter (S.E.1/4) of Section three (3), township fifteen (15) range thirteen (13), in Nebraska, except the north five hundred fifty (550) feet.

All that part of the northeast quarter (N.E.1/4) of the northeast quarter (N.E.1/4) of Section ten (10), township fifteen (15) range thirteen (13) in Nebraska. (GL1)

All that part of the southeast quarter (S.E.1/4) of northeast quarter (N.E.1/4) of Section ten (10) township fifteen (15) range thirteen (13) in Nebraska. (GL 3)

All of the above being in the City of Omaha, County of Douglas and State of Nebraska.

All that part of the southwest quarter (S.W.1/4) of the northwest quarter (N.W.1/4) of Section two (2), township fifteen (15), range thirteen (13) in Nebraska.

All that part of the southeast quarter (S.E.1/4) of the northwest quarter (N.W.1/4) of Section two (2), township fifteen (15) range thirteen (13) in Nebraska.

The south one-half (S.1/2) of the north one-half (N.1/2) of the northwest quarter (N.W.1/4) of Section two (2), township fifteen (15), range thirteen (13).

All that part of the northwest quarter (N.W.1/4) of the northeast quarter (N.E.1/4) of Section two (2), township fifteen (15) range thirteen (13) described as follows:

Beginning at the southwest corner of the northwest quarter (N.W.1/4) of the northeast quarter (N.E.1/4), thence north along the center line of said section eight hundred sixty (860) feet; thence east thirteen hundred twenty (1320) feet, more or less, to a point on the quar-

Real Estate & Trust Company, described as follows:- All that part of the N. E. 1/4 of the N. E. 1/4 of Sec. 10, T<sup>p</sup>. 15, R. 13 lying in Douglas County, Nebr. excepting right of way of U.P.R.R.Co., the O.B. & T.Ry.Co & O. & N.N.Ry. Co. and All that part of the East 1/2 of the S. E. 1/4 of Sec. 3-15-13 lying in Douglas County, Nebraska, excepting the North 550 feet of the S. E. 1/4 of the S. E. 1/4 of said Section, and also as to the market value of the lands belonging to the Thomas Davis Real Estate Co. described as follows:-

All that part of the S. W. 1/4 of the N. W. 1/4 of Sec. 2-15-13 lying in Douglas County, Nebraska.

Said witnesses were cross examined by E. J. Cornish. After hearing above and arguments the same was taken under advisement, and meeting adjourned until April 27th at the same hour and place and all property owners desiring further hearing were notified to be present on said date.

The next meeting of the Board was held April 27th, 1908, at 10 o'clock A. M. at the office of the Board of Park Commissioners. Present: Arthur Chase, E. E. Howell and John Brandt.

John Q. Burgher, Attorney for Thomas G., Sarah A. and Otis E. Fluemer, appeared before the Board with his clients and presented evidence as to the value of the property belonging to his clients being condemned in said proceedings. J. H. Murphy, J. D. Ratakin, R. Ratakin, S. W. Shinner, John Coleberg, August Ostrom, E. H. Haner, all appeared and presented statements as to the value of the lands belonging to them respectively, being acquired in said proceedings. Mr. E. J. Cornish presented deeds conveying to S. G. Carter for consideration of \$150, lots 22, 23, 24 in Block 9, and lots 13 and 14 in Block 7, and lot 24 in Block 11 in North Omaha Addition to City of Omaha, Douglas County, Nebraska; also a deed to S. G. Carter conveying to her in consideration of \$100, lots 12 and 14 in Block 6, also lot 1, Block 11 and lot 8 in Block 10, all in North Omaha Addition to the city of Omaha, Douglas County, Nebraska. Which lands have been purchased since commencement of these proceedings. Mr. Cornish also stated to the Board the terms and conditions upon which the following named parties are willing that the City should obtain the lands being condemned in these proceedings, viz: The Union Pacific Railroad Company, the John A. Creighton Real Estate and Trust Company. Al L. Reed and the Byron Reed Co., George Warren Smith and the

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East Omaha Land Company. A letter from Walter G. Stillman Attorney for August K. Sloan offering to accept for lots owned by him, \$35.00 each, was presented and read.

Joseph Redman appeared before the Board and stated the demands made by the Rt. Rev. Richard Scannell, regarding the land, the title to which is in his name, being condemned in said proceedings. The said Redman also gave evidence regarding the buildings on the land being condemned in these proceedings. All of which having been heard and considered were taken under advisement.

The next meeting of the Board was held on the 12th day of May, 1908, Present: Arthur Chase, E. E. Howell and John Brandt. Mr. Brandt stated to the Board that he had personally viewed the property being appraised in these proceedings, and it appears that all the members of the Board had on several occasions personally inspected the lands being appraised in these proceedings.

The Board found that proper and legal notices had been given as required by law to all the owners of and parties interested in all property to be taken under and by virtue of said Ordinance No. 6032, Exhibit A No. 1 to 81 inclusive, being the originals of the notices served upon said interested parties, together with the returns of the person serving the same, and Exhibit A82 being the proof of publication of notice of the time and place of the meeting of said Board of Appraisers to assess the award of damages directed to non-resident property owners interested, together with the proof of publication of same, as required by law.

Exhibit A 83 hereto attached is the affidavit of Joseph Redman, the person appointed to serve the notices herein, that the property owners therein named are non-residents of the City of Omaha, and State of Nebraska, and personal service of notices could not be made upon them in said City. Thereupon your Committee having taken into consideration the statements made by the property owners as heretofore stated, the evidence presented to the Board at the several meetings held by it as heretofore stated, and arguments of counsel and the Committee's personal knowledge of the premises, did make tentative assessment of damages to property owners, and thereupon referred the matter to Arthur Chase, Chairman, to prepare report in proper form to submit to an adjourned meeting of the Board of Appraisers to be called by him and their final action in the matter.

the property belonging to said parties being condemned herein. Thereupon the Board took such matter under advisement and adjourned to meet on the 11th day of July, 1908, at 10 o'clock A. M., in the office of the Board of Park Commissioners, City Hall, Omaha, Nebr.

The next meeting of the Board was held on the 11th day of July, 1908, at 10 o'clock A. M. in the office of the Board of Park Commissioners City Hall, Omaha, Nebr., Present: Arthur Chase, E. E. Howell and John Brandt. Mr. Harry Friedman appeared before the Board and presented a mortgage and unpaid notes, upon which he claimed to be due to him the sum of three hundred dollars. The said notes and mortgage being executed by Thos. G., Sarah A., Otis and Jennie M. Plummer and covering lots 11 and 12 in Block 14, North Omaha Addition. No other person appeared before the Board at this session. The Board found that all parties entitled to notice of the hearings of this Board have been duly served with notices thereof, and given an opportunity to be heard. Copies of said notices personally served being attached hereto marked Exhibit A1 to A1. Thereupon the Board having considered all that had been presented to it in its several sessions heretofore referred to, and the draft of the proposed return of the Board, as prepared by the Chairman pursuant to instructions heretofore given, and filling in such omissions, and making such modifications therein as it desired, found that the report as herein and hereby made is a true and correct report of all the proceedings of said Board which took place under and by virtue of said Ordinance No. 6032, and the Board did and does hereby approve the same.

The Board, after taking into consideration all the evidence presented to the Board by property owners and others interested in the lands being appropriated in these proceedings, together with the arguments and statements made to the Board at all the several meetings aforesaid, together with the knowledge of the several members of the Committee and their view of the premises, the undersigned, the said Board of Appraisers does find and award to the owners of the property as damages under the said Ordinance No. 6032, the amounts respectively as shown by Schedule B, hereto attached and made a part of this report.

Your committee further finds that no one is damaged by the appropriation of the said property, excepting as herein specifically found.

Your Committee attaches to and make a part of this report the blue print of the lands being appropriated under said Ordinance, which said blue print was before the Board, and referred to at all the hearings had by your Committee as above set forth, as showing correctly the lands being appropriated in these proceedings, and all parties appearing before your Committee inspected and made reference to such blue print. Your Committee having fixed the aforesaid damages and signed their names to this report, and instructed the Chairman to properly return the same to the Honorable the Mayor and City Council of the City of Omaha, did there-  
after adjourn.

IN WITNESS WHEREOF, WE have hereunto set our hands this 11th day of July, A. D. 1908.

Arthur Chase.

Edw'd. E. Howell.

John Brandt.



" SCHEDULE B "

Name of Owner.	Lot	Block	Addition.	Am't. of Damage.
1. J.C. Ormsby, subject to scavenger sale to Anna S. Gould.	1	5	North Omaha Add'n. to Omaha.	\$ 40.00
2. Adalina F. Shriver,	2	5	do	40.00
3. Adalina F. Shriver,	3	5	do	40.00
4. August K. Sloan, Subject to all taxes and tax sale to E.B. Baer,	4	5	do	40.00
5. Do Do	5	5	do	40.00
6. Thos. G. Bruner, Sub. to tax sale to E.B. Baer,	6	5	do	40.00
7. Do Do	7	5	do	40.00
8. Sylvester Cunningham & Wm. Thompson, Sub. to tax sale to E.B. Baer,	8	5	do	40.00
9. Do Do	9	5	do	40.00
10. Do Do	10	5	do	40.00
11. Do do	11	5	do	40.00
12. J. H. Murphy,	12	5	do	640.00
13. John Guiney,	13	5	do	40.00
14. " "	14	5	do	40.00
15. Wendell Benson, Sub. to tax sale to County of Douglas,	15	5	do	40.00
16. Adalina F. Shriver,	16	5	do	40.00
17. " " "	17	5	do	40.00
18. August K. Sloan, Sub. to all taxes and tax sale to E.B. Baer,	18	5	do	40.00
19. Do Do	19	5	do	40.00
20. Adam J. Airis, Bell C. Clements, Mrs. Frank Troy, Mrs. Alice Clements, Mrs. Jos. Windom, H. M. Stocking, Frank Stocking, Jessie Stocking, and Mrs. J. Huntington,	20	5	do	40.00
21. Do Do	21	5	do	40.00
22. Do Do	22	5	do	40.00
23. Do Do	23	5	do	40.00
24. Do Do	24	5	do	40.00
25. Leonard W. Wilson, Frederick C. Wilson, Julius J. Wilson,	1	6	do	40.00
26. August K. Sloan, Sub. to all taxes and tax sale to E. B. Baer,	2	6	do	40.00
27. Do Do	2	6	do	40.00
28. Ella E. Gratton, Sub. to mortgage to Geo. S. Wallace, Tax sale to E. B. Baer, and scavenger sale to Fred Bruner,	4	6	do	40.00

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39.	Do	Do	5	6	Do	\$ 40.00
30.	Do	Do	6	6	Do	40.00
31.	Sylvester Cunningham and William Thompson, Sub. to tax sale to E.B.Baer,		7	6	do	40.00
32.	Do	Do	8	6	do	20.00
33.	Do	Do	9	6	do	20.00
34.	Do	Do	10	6	Do	20.00
35.	Adalina F. Shriver,		11	6	do	20.00
36.	Selina C. Carter,		12	6	do	20.00
37.	Adalina F. Shriver,		13	6	do	20.00
38.	Selina C. Carter,		14	6	do	20.00
39.	August K. Sloan, Sub. to all taxes and tax sale to E. B. Baer,		15	6	do	20.00
40.	Do	Do	16	6	do	20.00
41.	Martin M. Brown mtg's to Willard D. Johnson & Ellery R. Hume, Tax sale to E.B.Baer and J.L.Brown, Scav.sale to Fred Armbrust.		17	6	do	20.00
42.	Eugene B. Chapman,		18	6	do	40.00
43.	Sylvester Cunningham & Wm. Thompson, Sub. to tax sale to E. B. Baer,		19	6	do	40.00
44.	Do	Do	20	6	do	40.00
45.	Do	Do	21	6	do	40.00
46.	Do	Do	22	6	do	40.00
47.	Do	Do	23	6	do	40.00
48.	Wendall Benson, W.R. Homan, W.G. Shriver mtg'd to J.H. Mawhinney. Tax sale to E.B.Baer. Scav.sale to County of Douglas & Francis I. Thomas,		24	6	do	40.00
49.	Martin M. Brown, mtg's to Willard D. Johnson & Ellery R. Hume. Tax sale to E.B.Baer & J.L.Brown Scav.sale to Fred Armbrust, G.G.Wallace,		1	7	do	40.00
50.	Do	Do	2	7	do	40.00
51.	Sylvester Cunningham & Wm. Thompson, Sub. to tax sale to E.B.Baer,		3	7	do	40.00
52.	Do	Do	4	7	do	40.00
53.	Do	Do	5	7	do	40.00
54.	Do	Do	6	7	do	40.00
55.	Do	Do	7	7	do	40.00
56.	Adalina F. Shriver,		8	7	do	40.00
57.	Do	Do	9	7	do	40.00
58.	August K. Sloan, Sub. to all taxes and tax sale to E. B. Baer,		10	7	do	40.00
59.	Wm. H. Rayner,		11	7	do	40.00
60.	Do		12	7	do	40.00
61.	Selina C. Carter,		13	7	do	40.00
62.	Do		14	7	do	40.00
63.	August K. Sloan, Sub. to all taxes and tax sale to E.B.Baer,		15	7	do	40.00

103.	Martin M. Brown, mfg's to Willard E. Johnson & Elvery R. Hume, Tax sale to E.B. Baer & J.L. Brown Seav. sale to Fred Armstrong, G.G. Wallace,	7	9	Do	\$ 20.00
104.	Do Do	8	9	Do	20.00
105.	August K. Sloan, Sub. to all taxes & tax sale to E.B. Baer,	9	9	Do	20.00
106.	Do Do	10	9	Do	20.00
107.	Do Do	11	9	Do	20.00
108.	Wendall Benson,	12	9	Do	2.00
109.	O.G. Walrath,	13	9	Do	2.00
110.	Do	14	9	Do	20.00
111.	Do	15	9	Do	20.00
112.	John A. C. Johnston,	16	9	Do	20.00
113.	Do	17	9	Do	20.00
114.	Adalina F. Shriver,	18	9	Do	20.00
115.	Do	19	9	Do	20.00
116.	David E. Weil,	20	9	Do	20.00
117.	Do	21	9	Do	20.00
118.	Selina C. Carter,	22	9	Do	20.00
119.	Do	23	9	Do	20.00
120.	Do	24	9	Do	20.00
121.	August K. Sloan Sub to all taxes and tax sale to E.B. Baer,	1	10	Do	20.00
122.	Do Do	2	10	Do	20.00
123.	Sylvester Cunningham & Wm. Thompson,	3	10	Do	20.00
124.	Do Do	4	10	Do	20.00
125.	Do Do	5	10	Do	20.00
126.	Do Do	6	10	Do	20.00
127.	Do Do	7	10	Do	20.00
128.	Selina C. Carter,	8	10	Do	20.00
129.	Fred G. Witte,	9	10	Do	20.00
130.	Adalina F. Shriver,	10	10	Do	20.00
131.	Anderson Christian,	11	10	Do	40.00
132.	Do	12	10	Do	40.00
133.	Adalina F. Shriver,	13	10	Do	20.00
134.	August K. Sloan, Sub. to all taxes and tax sale to E.B. Baer,	14	10	Do	20.00
135.	Do Do	15	10	Do	20.00
136.	Sylvester Cunningham and Wm. Thompson,	16	10	Do	40.00
137.	Do Do Do	17	10	Do	40.00
138.	Do Do Do	18	10	Do	40.00
139.	Do Do Do	19	10	Do	40.00
140.	Do Do Do	20	10	Do	40.00
141.	Maria A. Nichols, Chas. L. Nichols, Seav. sale to County of Douglas,	21	10	Do	20.00
142.	Louis Kastner, S. 1/2 Hamilton, Garrie Hamilton, N. 1/2	22	10	Do	650.00
		23	10	Do	650.00
143.	El. Peterson, Adalina F. Shriver,	23	10	Do	20.00
144.	Victor Smith,	24	10	Do	40.00
145.	Selina C. Carter,	1	11	Do	40.00
146.	Chas. Bigar Kirk,	2	11	Do	40.00
147.	Adalina F. Shriver,	3	11	Do	40.00
148.	August K. Sloan, Sub. to all taxes and tax sale to E.B. Baer,	4	11	Do	40.00
149.	Do Do	5	11	Do	40.00
150.	Sylvester Cunningham & Wm. Thompson,	6	11	Do	40.00

151.	Do	Do	7	11	Do	\$ 40.00
152.	Do	Do	8	11	Do	40.00
153.	Do	Do	9	11	Do	40.00
154.	Do	Do	10	11	Do	40.00
155.	Mary A. D. Allison,		11	11	Do	40.00
156.	Kate M. Morison,		12	11	Do	40.00
157.	John A. Ostrom,		13	11	Do	40.00
158.	Do		14	11	Do	650.00
159.	John D. Ratekin, Adalina F. Shriver,		15,	11	Do	240.00
160.	R. Ratekin and Adalina F. Shriver,		16	11	Do	40.00
161.	August K. Sloan, Sub to all taxes and tax sale to E.B. Baer,		17	11	Do	40.00
162.	Do Do		18	11	Do	40.00
163.	Sylvester Cunningham and Wm. Thompson,		19	11	Do	40.00
164.	Do Do		20	11	Do	40.00
165.	Do Do		21	11	Do	40.00
166.	Do Do		22	11	Do	40.00
167.	Do Do		23	11	Do	40.00
168.	Seline O. Carter,		24	11	Do	40.00
169.	Homer H. Haner, Sub. to mtg. of Nebraska Savings & Ex. Bank,		1	12	Do	40.00
170.	Do Do		2	12	Do	40.00
171.	August K. Sloan, Sub. to all taxes and tax sale to E.B. Baer,		3	12	Do	20.00
172.	Do Do		4	12	Do	20.00
173.	Adalina F. Shriver,		5	12	Do	20.00
174.	Do		6	12	Do	20.00
175.	Sylvester Cunningham & Wm. Thomp- son, Sub. to tax sale to E.B. Baer,		7	12	Do	20.00
176.	Do Do		8	12	Do	20.00
177.	Do Do		9	12	Do	20.00
178.	Do Do		10	12	Do	20.00
179.	Do Do		11	12	Do	20.00
180.	Homer H. Haner, Sub. to Mtg. of Nebr. Saving & Exchange Bank,		12	12	Do	20.00
181.	Martin M. Brown, Mtg'd. to Willard D. Johnson and Ellery R. Hume. Tax sale to E.B. Baer & J.L. Brown. Soav. Sale to Fred Armbrust, G.G. Wallace,		13	12	Do	20.00
182.	August K. Sloan, Sub. to all taxes and tax sale to E.B. Baer,		14	12	Do	20.00
183.	Do Do		15	12	Do	20.00
184.	Adalina F. Shriver,		16	12	Do	20.00
185.	Do		17	12	Do	20.00
186.	Sylvester Cunningham & Wm. Thomp- son, Sub. to tax sale to E.B. Baer,		18	12	Do	20.00
187.	Do Do		19	12	Do	20.00
188.	Do Do		20	12	Do	20.00
189.	Do Do		21	12	Do	20.00
190.	Do Do		22	12	Do	20.00
191.	Martin M. Brown, Mtg'd to Willard D. Johnson & Ellery R. Hume. Tax sale to E.B. Baer, J.L. Brown. Soav. sale to Fred Armbrust and G.G. Wallace,		23	12	Do	20.00
192.	Do		24	12	Do	20.00
193.	Adalina F. Shriver,		1	13	Do	20.00
194.	Do		2	13	Do	20.00
195.	Clarissa Perkins, Sub. to Tax Sale to J.L. Brown & Soav. sale to Francis I. Thomas, Anna S. Gould & County of Douglas,		3	13	Do	20.00
196.	Adalina F. Shriver,		4	13	Do	20.00
197.	Wm. H. Bates,		5	13	Do	20.00
198.	Do		6	13	Do	20.00

273.

That part of the S.E.1/4 of the N.E.1/4 of Sec.10, Tp. 15, R. 13, lying in Douglas County, Nebraska, excepting right of way of Union Pacific R.R.Co. Owned by the Union Pacific R.R.Co. Subject to all legal taxes.

(GL3)

The value of the property is - - - - \$750.00

274.

All that part of the N.E.1/4 of the N.E.1/4 of Sec. 10-15-13, lying in Douglas County, Nebraska, excepting the right of way of the Union Pacific R.R.Co., the Omaha Bridge and Terminal Ry.Co. and the Omaha & Northern Nebraska Ry.Co.

(GL1)

Also that part of the E.1/2 of the S.E.1/4 of Sec. 3, Tp. 15-15, lying in Douglas County, Nebraska, excepting the North 550 feet of the S.E.1/4 of the S.E.1/4 of said Section.

The above described lands are owned by the United Real Estate & Trust Co., a corporation.

Subject to all legal taxes.

Damage to residue is nothing.

The value of said lands and improvements is, - 2500.00

275.

All that part of the S.1/2 of the N.W.1/4 of the N.W.1/4 of Sec. 2-15-15, lying in Douglas County, Nebraska.

Owned by the Rt. Rev. Richard Scannell, Bishop Apostolic of Diocese of Omaha.

Subject to all legal taxes.

The damage to residue is nothing.

The value of said property is - - - - 2000.00

276.

All that part of the S.W.1/4 of the N.W.1/4 of Sec. 2-15-15 lying in Douglas County, Nebraska.

Owned by the Thomas Davis Real Estate Company.

Subject to all legal taxes and the right of way of the Union Pacific R.R.Co.

The value of said property is, - - - - 4000.00

277.

All that part of the S.E.1/4 of the N.W.1/4 of Sec. 2-15-15 lying in Douglas County, Nebr.

All that part of the S.1/2 of the N.E.1/4 of the N.W.1/4 of Sec. 2-15-15, lying in Douglas County, Nebraska.

Also all that part of the N.W.1/4 of the N.E.1/4 of Sec. 2-15-15 described as follows:-

Beginning at the S.W. Cor. of the N.W.1/4 of the N.E.1/4 thence North along the center line of said section, 260 ft. thence east 1320 ft. more or less, to a point on the 1/4 quarter line 260 ft. north of the S.E.1/4 of the N.W.1/4 of the N.E.1/4 of Sec. 2-15-15, thence South 260 ft. thence W. 200 ft. thence N. parallel to the 1/4 quarter line 720 feet, thence W. 260 ft. more or less, thence S. 720 feet, thence W. along the 1/4 quarter line, 200 feet to place of beg.

Also the S.1/2 of the N.E.1/4 of the N.E.1/4 of Sec. 2-15-15 lying in Douglas County, Nebraska.

Also the W. 350 feet of the S.1/2 of the N.W.1/4 of the N.W.1/4 of Sec. 1-15-15.

All the above lands being in Douglas County, Nebraska.

Owned by the John A. Creighton Real Estate & Trust Co.

Subject to all legal taxes.

Damage to residue is nothing.

The value of said land is, - - - - 15,140.00

278.

All that part of the S.1/2 of the N.W.1/4 of the N.W.1/4 of Sec. 1-15-15, lying in Douglas County, Nebr., except the West 350 feet thereof.

Owned by Abraham L. Reed, Byron Reed Co.

Julius A. Perkins and R.S. Hall, Trustees for Mary Reed.

Subject to all legal taxes.

Damage to residue is nothing.

The value of said land is, - - - - 1224.00

# APPROPRIATION OF PROPERTY.

## NOTICE OF FREEHOLDERS.

"EXHIBIT A." 75.

TO United Real Estate & Trust Co.,

You are hereby notified that the undersigned, three disinterested freeholders of the City of Omaha, have been duly appointed by the Mayor, with the approval of the city Council of said city, to assess the damages to the owners of property and parties interested in the property, respectively, declared necessary to be appropriated for the use of said City, by the provisions of Ordinance Number **6032** entitled

**"An Ordinance declaring the necessity of appropriating certain private property and lands for the use of the City of Omaha for the purpose of making an addition to the system of Public Parks, Parkways and Boulevards, and providing for the appointment of three (3) disinterested freeholders of said City, to assess the damages to the owners, respectively, of the property taken by such appropriation."**

You are further notified that having accepted said appointment, and duly qualified as required by law, we will, on the **Seventh** day of **April** A. D. 19**08** at the hour of **Ten** o'clock in the **Forenoon**

at **office of Board of Park Commissioners, City Hall** within the corporate limits of said city, meet for the purpose of considering and making assessments of damages to the owners of the property and parties interested in the property, respectively, by reason of such taking and appropriation as declared necessary by said ordinance.

The property belonging to you, or in which you are interested, proposed to be appropriated as aforesaid, and which has been declared necessary by said ordinance to be appropriated to the use of the City for said purpose and being situate in said City of Omaha, in the County of Douglas, State of Nebraska, is described as follows, to-wit: **Government Lot 1 of Sec. 10-15-13, except streets and right of ways, also the E. 1/2 of S. E. 1/4 of Sec. 3-15-13, except streets and right of ways.**

GLI =  
NENE

You are notified to be present at the time and place aforesaid, and make any claim for damages or objections to or statements concerning said proposed appropriation, or assessment of damages as you may consider proper.

OMAHA	3/5	1908	Arthur Chase	} FREEHOLDERS
			Edward E. Howell	
			John Bradt	

# APPROPRIATION OF PROPERTY.

## NOTICE OF FREEHOLDERS.

"EXHIBIT A." 76.

TO United Real Estate & Trust Co.,

You are hereby notified that the undersigned, three disinterested freeholders of the City of Omaha, have been duly appointed by the Mayor, with the approval of the city Council of said city, to assess the damages to the owners of property and parties interested in the property, respectively, declared necessary to be appropriated for the use of said City, by the provisions of Ordinance Number 6032 entitled

"An Ordinance declaring the necessity of appropriating certain private property and lands for the use of the City of Omaha for the purpose of making an addition to the system of Public Parks, Parkways and Boulevards, and providing for the appointment of three (3) disinterested freeholders of said city, to assess the damages to the owners, respectively, of the property taken by such appropriation."

You are further notified that having accepted said appointment, and duly qualified as required by law, we will, on the Second day of October A. D. 19 07 at the hour of Ten o'clock in the Forenoon at office of Board of Park Commissioners, City Hall within the corporate limits of said city, meet for the purpose of considering and making assessments of damages to the owners of the property and parties interested in the property, respectively, by reason of such taking and appropriation as declared necessary by said ordinance.

The property belonging to you, or in which you are interested, proposed to be appropriated as aforesaid, and which has been declared necessary by said ordinance to be appropriated to the use of the City for said purpose and being situate in said City of Omaha, in the County of Douglas, State of Nebraska, is described as follows, to-wit: Government Lot 1 of Sec. 10-15-13, except streets and right of ways.

(NE  
NE)

You are notified to be present at the time and place aforesaid, and make any claim for damages or objections to or statements concerning said proposed appropriation, or assessment of damages as you may consider proper.

OMAHA AUG. 30, 19 07. Arthur Chase  
Edw' A. K. Howell, } FREEHOLDERS.  
Joseph Hedman

I, DAN. B. BUTLER City Clerk of the City of Omaha, do hereby certify that the foregoing is a true transcript of the proceedings of the City Council of the City of Omaha relating to a communication from the Secretary of the Board of Park Commissioners, transmitting a resolution adopted by said Board, designating certain lands to be acquired for an addition to the system of public parks, parkways and boulevards around Cat Off Lake and all proceedings had and taken by the City Council pursuant to the requirements of said resolution, together with copies of Ordinances Nos. 6032 and 6372, copies of the oaths of the freeholders appointed under the provisions of Ordinance No. 6032 and notices served by them upon the United Real Estate & Trust Co; and the bond for an appeal from the award of said freeholders filed by said United Real Estate and Trust Co.; all so far as same relate to the land owned by said United Real Estate & Trust Co. and proposed to be acquired by the City of Omaha for the purpose above stated, as shown by the Journals mentioned at the numbers and pages indicated.

Omaha, Nebraska, July 30, 1908.

*Dan B. Butler*  
City Clerk.  
*By J. H. Bailey*



DISTRICT COURT, DOUGLAS COUNTY, NEBRASKA.

\*\*\*\*\*

The United Real Estate and  
Trust Company,

Plaintiff and Appellant,

-vs-

The City of Omaha,

Defendant and Appellee.

P E T I T I O N

Now comes The United Real Estate and Trust Company, hereinafter called the plaintiff, and complaining of The City of Omaha, hereinafter called the defendant, for cause of action against it, alleges and shows unto the court:

1. The plaintiff, The United Real Estate and Trust Company is a corporation, organized and existing as such under and by virtue of the laws of the State of Nebraska, and having its principal place of business in the City of Omaha, County of Douglas and State of Nebraska.

2. The defendant, The City of Omaha, is a municipal corporation organized and existing as a city of the metropolitan class, under and by virtue of the laws of the State of Nebraska.

3. The Board of Park Commissioners of the City of Omaha is a Board composed of five members, each appointed by the Mayor of the City of Omaha, and confirmed by the City Council of said city, and as such board, has charge of all of the public parks and boulevards of said city, and selects real estate and lands by resolution to said City Council, for additions to the park and boulevard system of said city.

4. The plaintiff, The United Real Estate and Trust Company is the owner, and in possession of, the following described real estate, situate in the County of Douglas and State of Nebraska,

to-wit: Government one (1) of Section 10, Township 15, Range 13,  
also the East one half of the Southeast quarter of Section 3,  
Township 15, Range 13, all in Douglas County, Nebraska, which said  
land is partly covered by water, which forms a part of the lake  
commonly known as, and called, Cut Off Lake.

5. Prior to the first day of May, 1907, one, Salina C. Carter, desiring to perpetuate the memory of her deceased husband, Levi Carter, conceived the idea of establishing a public park in the City of Omaha, to be known as Levi Carter Park, which said park should be made up and composed of the lands in Nebraska, about, shoring on, and lying underneath the lake of said Cut Off Lake; that through a member of said Board of Park Commissioners, she made known her desire and wishes to said Board, which said desires and wishes were to embrace and include in said proposed park, all of the lands set out and described in a certain resolution of said Board of Park Commissioners, passed at a meeting held by it on the 29th day of April, 1907, which included the property of the plaintiff above described, and in order to carry out her desire and wish, she verbally offered to donate to said Board of Park Commissioners, but under certain conditions, Fifty Thousand Dollars (\$50,000.00) if said Board would cause for said sum, the acquirement of all of said lands described and set forth in said resolution above referred to, for a park, in harmony with the terms and conditions of her said offer of Fifty Thousand Dollars (\$50,000.00).

6. Pursuant to said offer only, said Board of Park Commissioners, on the 29th day of April, 1907, passed the resolution above referred to, attempting to carry out the desire and wish of said Salina C. Carter; that by virtue of said resolution, attempted to take and acquire the property of the plaintiff herein

43

above described, and with no intention that said lands of the plaintiff or any of the lands described in said resolution should be acquired for park or boulevard purposes by the City of Omaha other than through the offer and proposition of said Salina C. Carter; that said resolution was transmitted to the City Council of said city on the first day of May, 1907, and thereby said Board of Park Commissioners made known to said City Council, the scheme of said Salina C. Carter. Thereafter, by Ordinance passed and approved, said City Council, in order to carry out the wishes of said Salina C. Carter, and at the request of said Board of Park Commissioners, undertook with said Board of Park Commissioners, to acquire the lands and real estate described and set forth in said resolution, through the power of eminent domain, and caused the appointment of certain persons as appraisers, to ascertain the value of said lands and real estate. The land above described as belonging to the plaintiff, consists of about seventy-two acres of land, a large portion of which lies under the water, but the portion lying under the water and the dry land of the plaintiff's is in one parcel.

7. Said Board of Park Commissioners, through one of its members, advised the appraisers appointed to appraise said property, and while acting under said ordinance in an effort to ascertain the true values of the lands described in said resolution and ordinance, of the wishes and desires of said Salina C. Carter and of said Board of Park Commissioners, and consulted with said appraisers concerning the offer of said Salina C. Carter and fully acquainted said appraisers with said scheme, and advised said appraisers to appraise all of the lands described in said resolution and ordinance, sought to be taken for park and boulevard purposes, within the sum of Fifty Thousand Dollars (\$50,000.00), knowing at the time, that the value of all of said

property was of a much greater value than the sum of Fifty Thousand Dollars (\$50,000.00), and relying upon the advice of said member of said Board, and being influenced thereby, said appraisers, without regard to the true value of the lands embraced in said scheme and of the lands of the plaintiff, appraised all of said lands sought to be taken for park and boulevard purposes at a sum less than Fifty Thousand Dollars (\$50,000.00), well knowing that the value thereof was of a much greater sum, and appraised the plaintiff's property at a sum so far below the real value thereof, and knowing that the appraisement of the plaintiff's property was greatly below its true value, and so greatly below its true value as to constitute a fraud; that in appraising the plaintiff's said property, said appraisers have not taken into consideration any of the property of the plaintiff lying under the water, but have appraised simply the dry land belonging to the plaintiff, and this is true, regardless of the fact that in said appraisement, the plaintiff's entire property sought to be taken is described, and but for the fact that said member of said Board had interfered with the deliberations of said appraisers in making up their findings as to the value of said property and without some arrangement or understanding between said Park Board through said member and said appraisers, the nature of which is unknown to the plaintiff, it would have been impossible for said appraisers to have made a return on the appraisement of all of said lands embraced in said scheme, within the sum of Fifty Thousand Dollars (\$50,000.00); that said appraisement is unfair, unjust, and is a premeditated fraud upon the plaintiff and upon all of the owners of property sought to be taken in said scheme; said appraisers having entered into some arrangement with said Park Board for the appraisement of all of said property

#5

and of the plaintiff's property at a sum which they knew to be far below the true and actual value thereof, become and were, at the time of said appraisalment, biased and prejudiced against the plaintiff and the owners of said other property, and were no longer disinterested freeholders, competent to appraise said property as contemplated by law, and that said appraisalment was made by said appraisers through an understanding with said Park Board through said member, that some arrangement with the plaintiff and the other property owners would have to be made to pay a greater sum for the plaintiff's property, and said other property owners' property than the appraisalment, and but for such an arrangement and understanding said appraisers would not have appraised said plaintiff's property at the sum it did, nor would it have appraised all of the property so as aforesaid sought to be taken at a sum less than Fifty Thousand Dollars (\$50,000.00).

8. The land of the plaintiff hereinabove described was at all times and now is, of the value of Thirty-two Thousand, Six Hundred Dollars (\$32,600.00), which fact was well known to said appraisers, but said appraisers, knowing the true value of said property and disregarding the same, and in order to bring the total appraisalment of all of said property, described in the resolution and ordinance, within the sum of Fifty Thousand Dollars (\$50,000.00), and relying upon the fact that some arrangement could be made between the plaintiff and said Park Board, whereby the plaintiff would be paid a sum greater than its property was appraised at, said appraisers appraised the plaintiff's said property at the sum of Twenty-five Hundred Dollars (\$2500.00), knowing that said sum was greatly below the true value of said property. The date set for the appraisalment of all of said property was October 2, 1907, and although said appraisers have not been interferred with in the appraisalment

#3

of said property, their return of the value of said properties was not made for nearly a year thereafter, and is therefore illegal and void.

9. At the time said resolution was passed by said Park Board, and at the time of the passage of said ordinance by the City Council, and at the time all of the subsequent acts and doings of the Park Board, the Mayor and City Council, or of said appraisers, there was no fund of the city with which to acquire and pay for the property embraced in said scheme, and there is not now any money in the hands of the city that can be used, or will be used, for the purchase of said lands.

X 10. The offer of Salina C. Carter to the city and to the Park Board is as follows:

"To the Honorable, the Mayor and City Council  
and Board of Park Commissioners,  
City of Omaha, Neb.  
Gentlemen:

I would be pleased to donate to the City of Omaha, the sum of \$50,000 with which to acquire the park known as Out Off Lake Park, as a memorial to my deceased husband, Levi Carter.

He passed this land daily in going to and from his business, and was among the first to see its desirability for park and boulevard purposes.

X The above donation is subject to the following conditions:  
First, that the City of Omaha acquire the lands designated by the Board of Park Commissioners, as necessary to be acquired, as an addition to the system of public parks, parkways and boulevards of the City of Omaha, in a resolution passed April 29, 1907.

The same to be thereafter held and used forever for park and boulevard purposes.

X Second, that the name of said park shall forever be Levi Carter Park.

Third, that for the term of five years after said lands are under its control, the Board of Park Commissioners shall expend each year, in improving said park, one-fifth of the amount of the park funds available for the purpose.

Very respectfully,

Salina C. Carter."

X 11. All of the acts and doings of the Park Board, the Mayor and City Council, and of said appraisers, were had and done solely with reference to the above offer of Salina C. Carter, and but

for said offer, said acts and doings would not have been had and done, and are all therefore, illegal and void; that the said Park Board, the City of Omaha and said appraisers, or either of them; are without legal authority to enter into a conditional contract in an attempt to bind the city to the terms and conditions of the offer of said Salina C. Carter, and especially is this true where the terms and conditions of the contract extend beyond the terms of office of the members of said Park Board <sup>of the Mayor</sup> and the members of ~~said Mayor and~~ said City Council.

12. A transcript of all of the resolutions, ordinances and proceedings in the premises, taken by said Board of Park Commissioners, the Mayor and City Council, and of said appraisers, is filed herewith, and upon the hearing hereof, the plaintiff asks leave to refer thereto as fully and to such extent as though said transcript was wholly incorporated herein.

WHEREFORE, plaintiff, The United Real Estate and Trust Company, prays that said appraisalment be declared to be fraudulent, held for naught, and set aside; or in the event that the said appraisalment is not set aside, the plaintiff prays judgment against The City of Omaha for the sum of Thirty-two Thousand, Six Hundred Dollars (\$32,600.00), together with interest thereon at the rate of seven per cent (7%) per annum from such time as the court may find the plaintiff is entitled to interest, and for the costs of this action.

  
Attorney for Plaintiff, The United  
Real Estate and Trust Company.

State of Nebraska, )  
                          ) SS.  
County of Douglas. )

John W. Parish, being first duly sworn,  
says that he is the duly authorized attorney for the plaintiff,

40.

The United Real Estate and Trust Company, a corporation, in the above entitled action, for which reason affiant makes this verification in its behalf; that he has read the above and foregoing petition, knows the contents thereof, and that the facts therein set forth are true as he verily believes.

John W. Smith

Sworn to before me and signed in my presence, this 8th day of August, A. D., 1908.

A. P. Kelly  
Notary Public.

My commission expires on the 25 day of April,  
A. D., 1912.



IN THE DISTRICT COURT OF DOUGLAS COUNTY,  
NEBRASKA.

THE UNITED REAL ESTATE AND )  
TRUST COMPANY, )  
PLAINTIFF AND APPELLANT, )

VS. )

THE CITY OF OMAHA, )  
DEFENDANT AND APPELLEE. )

DOC. 102. NO. 177.

STIPULATION

IT IS HEREBY stipulated and agreed by and between the parties hereto, for the purpose of settling and adjusting all matters in controversy herein.

FIRST: That the said City of Omaha by virtue of the condemnation proceedings set forth in the petition, whereby it appropriated the following described land: All that part of the east one-half of the South-east quarter of Section 3, Township 15, Range 13, lying in Nebraska, except the north 550 feet of the south-east quarter of the south-east quarter of Section 3, Township 15, Range 13, and all that part of Government Lot One of Section 10, Township 15, Range 13, situate in Nebraska, and otherwise described as the north-east quarter of the north-east quarter of Section 10, Township 15; Range 13, lying in Douglas County, Nebraska, did not acquire any right to appropriate, cut, harvest, store or market the ice forming on the waters of the lake commonly known as "Cut Off Lake" adjacent to, in front of, along, upon or over the lands of the plaintiff so appropriated; and the said City of Omaha hereby expressly disclaims that it acquired such right by virtue of said condemnation proceedings and expressly states and stipulated that it takes such and said lands subject to the ice rights of The United Real Estate and Trust Company, its lessees and assigns as herein described.

SECOND: That the right of the said The United Real Estate and Trust Company, its lessees and assigns to appropriate, cut, harvest, store, and market the ice forming on the waters of the lake commonly known as "Cut Off Lake" and adjacent to, in front of,

along, upon and over the lands heretofore referred to in this stipulation, was not cut off or impaired by the condemnation proceedings therein described, and was not acquired and did not pass to said City of Omaha under and by virtue of the condemnation proceedings set forth in the petition of plaintiff and appellant filed herein; that said right continues and remains in said The United Real Estate and Trust Company, its lessees and assigns as the same existed prior to to said proceedings, wholly unimpaired and unaffected thereby, the said City of Omaha taking said lands under said proceedings, subject to said right in said The United Real Estate and Trust Company, its lessees and assigns.

THIRD: That neither the said City of Omaha nor its assigns shall use or permit to be used any portion of the land appropriated from the plaintiff by the proceedings set forth in the petition herein, for the purpose of constructing and maintaining ice houses, thereon, or engage in any manner in carrying on upon said lands, the business of cutting, harvesting, storing or marketing ice.

FOURTH: That the city of Omaha will not interfere with or obstruct in any manner, the railroad or wagon roads now located upon and over the lands described in the petition herein, and necessary to and used for the purpose of obtaining ingress and egress to the land owned by the plaintiff and not appropriated by the said City of Omaha, under the proceedings set forth in the petition herein.

FIFTH: That the said City of Omaha shall have the right at all times to dredge the bottom of said lake, cut weeds and vegetable growth thereon; and all the waters of said lake lying in the state of Nebraska, shall be open to the city of Omaha, and the public generally, for the purpose of boating, bathing and fishing in the waters thereof; and the said city of Omaha shall at all times as against the said The United Real Estate and Trust Company, its lessees and assigns, have and enjoy the full right to establish rules regulating boating, bathing and fishing in the said waters of the said lake, provided, that any and all piers and landings for boating, bathing or fishing that may hereafter be constructed by the City of Omaha

upon the lands appropriated by said city under and through the proceedings and under and by virtue of Ordinance No. 6032 and Ordinance Number 6372 of said city, shall be and forever remain open and free to all parties boating upon said lake, who enter upon the waters thereof, from any piers or boat landings constructed by the said The United Real Estate and Trust Company, its lessees or assigns, on lands now owned by it and not appropriated by the said City of Omaha, under and by virtue of the proceedings set forth in the petition herein, except persons operating boats or launches for hire.

SIXTH: It is further stipulated and agreed that the said The United Real Estate And Trust Company, shall have and recover of and from the said City of Omaha, as its damages by reason of the appropriation of the lands described in the petition herein, the sum of Twenty-five Hundred (\$2500.00) Dollars, judgment therefor to be entered herein, said judgment to bear interest at the rate of seven per cent. per annum from date of entry.

SEVENTH: It is further stipulated that judgment and decree may be entered herein in conformity with this stipulation, this stipulation to be embraced in said judgment and decree as the findings of the court.

EIGHTH: It is further stipulated that the costs in this action shall be taxed to the said City of Omaha.

IN WITNESS WHEREOF, the parties herein have hereunto signed their names this \_\_\_\_\_ day of ~~June~~, 1909.

*City of Omaha*  
*by Harry E. Bunker*  
*John A. Reiter*  
*Attorney*  
*United Real Estate Trust Co.*  
*by John A. Reiter*  
*its attorney*

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA.

United Real Estate & Trust Co.,

Plaintiff and appellant,

vs.

The City of Omaha,

Defendant and appellee.

Doc. 102. No. 177.

D E C R E E .

Now on this 31<sup>st</sup> day of December, 1909, this cause came up for hearing upon the petition of the plaintiff, and stipulation of all parties to this action, and the parties hereto being present by their attorneys, and the court being fully advised in the premises, <sup>the court</sup> finds as follows:

That the defendant and appellee, The City of Omaha, by its mayor and city council, has authorized the City Attorney to enter into the stipulation filed herein, and the United Real Estate & Trust Co., plaintiff and appellant, and the defendant and appellee The City of Omaha, have duly entered into said stipulation.

The court further finds that heretofore on the \_\_\_\_ day of \_\_\_\_\_, 1909, the parties herein duly entered into a certain stipulation in writing, which said stipulation is in words and figures following, to wit:

"In the District Court of Douglas County, Nebraska.

The United Real Estate and  
Trust Company,  
Plaintiff and appellant,

vs.

The City of Omaha,  
Defendant and appellee.

Doc. 102. No. 177

Stipulation

IT IS HEREBY stipulated and agreed by and between the

parties hereto, for the purpose of settling and adjusting all matters in controversy herein.

FIRST: That the said City of Omaha by virtue of the condemnation proceedings set forth in the petition, whereby it appropriated the following described land: All that part of the east one-half of the South-east quarter of Section 3, Township 15, Range 13, lying in Nebraska, except the north 550 feet of the south-east quarter of the south-east quarter of Section 3, Township 15, Range 13, and all that part of Government Lot One of Section 10, Township 15, Range 13, situate in Nebraska, and otherwise described as the north-east quarter of the north-east quarter of Section 10, Township 15, Range 13, lying in Douglas County, Nebraska, did not acquire any right to appropriate, cut, harvest, store or market the ice forming on the waters of the lake commonly known as "Cut Off Lake" adjacent to, in front of, along, upon or over the lands of the plaintiff so appropriated; and the said City of Omaha hereby expressly disclaims that it acquired such right by virtue of said condemnation proceedings and expressly states and stipulates that it takes such and said lands subject to the ice rights of The United Real Estate and Trust Company, its lessees and assigns as herein described.

SECOND: That the right of the said The United Real Estate and Trust Company, its lessess and assigns to appropriate, cut, harvest, store, and market the ice forming on the waters of the lake commonly known as "Cut Off Lake" and adjacent to, in front of, along, upon and over the lands heretofore referred to in this stipulation, was not cut off or impaired by the condemnation proceedings therein described, and was not acquired and did not pass to said City of Omaha under and by virtue of the condemnation proceedings set forth in the petition of plaintiff and appellant filed

herein; that said right continues and remains in said The United Real Estate and Trust Company, its lessess and assigns as the same existed prior to said proceedings, wholly unimpaired and unaffected thereby, the said City of Omaha taking said lands under said proceedings, subject to said right in said The United Real Estate and Trust Company, its lessess and assigns.

THIRD: That neither the said City of Omaha nor its assigns shall use or permit to be used any portion of the land appropriated from the plaintiff by the proceedings set forth in the petition herein, for the purpose of constructing and maintaining ice houses, thereon, or engage in any manner in carrying on upon said lands, the business of cutting, harvesting, storing or marketing ice.

FOURTH: That the City of Omaha will not interfere with or obstruct in any manner, the railroad or wagon roads now located upon and over the lands described in the petition herein, and necessary to and used for the purpose of obtaining ingress and egress to the land owned by the plaintiff and not appropriated by the said City of Omaha, under the proceedings set forth in the petition herein.

FIFTH: That the said City of Omaha shall have the right at all times to dredge the bottom of said lake, cut weeds and vegetable growth thereon; and all the waters of said lake lying in the state of Nebraska, shall be open to the city of Omaha, and the public generally, for the purpose of boating, bathing and fishing in the waters thereof; and the said city of Omaha shall at all times as against the said The United Real Estate and Trust Company, its lessess and assigns, have and enjoy the full right to establish rules regulating boating, bathing and fishing in the said waters of the said lake, provided, that any and all piers and landings for boating, bathing or fishing that may hereafter be constructed by the City of

Omaha upon the lands appropriated by said city under and through the proceedings and under and by virtue of Ordinance No. 6032 and Ordinance No. 6372 of said city, shall be and forever remain open and free to all parties boating upon said lake, who enter upon the waters thereof, from any piers or boat landings constructed by the said The United Real Estate and Trust Company, its lessess or assigns, on lands now owned by it and not appropriated by the said City of Omaha, under and by virtue of the proceedings set forth in the petition herein, except persons operating boats or launches for hire.

SIXTH: It is further stipulated and agreed that the said The United Real Estate and Trust Company, shall have and recover of and from the said City of Omaha, as its damages by reason of the appropriation of the lands described in the petition herein, the sum of Twenty-five Hundred (\$2500.00) Dollars, judgment therefor to be entered herein, said judgment to bear interest at the rate of seven per cent. per annum from date of entry.

SEVENTH: It is further stipulated that judgment and decree may be entered herein in conformity with this stipulation, this stipulation to be embraced in said judgment and decree as the findings of the court.

EIGHTH: It is further stipulated that the costs in this action shall be taxed to the said City of Omaha.

IN WITNESS WHEREOF, the parties herein have hereunto signed their names this \_\_\_\_\_ day of \_\_\_\_\_ 1909.

CITY OF OMAHA

BY HARRY E. BERNAM  
JOHN A. RINE  
Its Attorneys

UNITED REAL ESTATE & TRUST CO.

BY JOHN W. PARISH  
Its Attorney

That by said stipulation, the said parties settled all matters in controversy between them herein.

The court further finds that the rights of the parties hereto in the matters in controversy herein, are as fixed by said stipulation.

The court further finds that the damages awarded by the appraisers, to wit, the sum of \$2500.00, for the property described in plaintiff's petition under the proceedings mentioned therein, was and is the fair and reasonable value of said property, and said award is hereby approved, subject to the rights of the plaintiff herein as set forth and contained in the above mentioned stipulation.

That by virtue of the premises aforesaid, the title to the real estate set forth and described in plaintiff's said petition has passed to and vested in the defendant, the City of Omaha, subject only to the rights and reservations in favor of the plaintiff and appellant, The United Real Estate & Trust Company, as set forth, reserved and contained in said stipulation hereinbefore referred to. And the said defendant, the City of Omaha, is entitled to have its title in and to the property quieted and confirmed as against the plaintiff and appellant, The United Real Estate & Trust Company, subject to the rights and exceptions hereinbefore mentioned.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT: That the title of the defendant the City of Omaha, in and to the property set forth and described in the petition herein, be and the same is hereby confirmed and quieted as against the plaintiff and appellant, The United Real Estate & Trust Company, subject, however, to the rights, privileges and reservations in the stipulation hereinbefore referred to in favor of said plaintiff and appellant, The said United Real Estate & Trust Company, and subject to the limi-

Deed 303-188  
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apparently  
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place  
see letter  
from Cornak  
to City



tations and prohibitions contained in said stipulation as <sup>to</sup> the  
rights and title of the City of Omaha in and to said property.

IT IS FURTHER ORDERED AND ADJUDGED: That the plaintiff and  
appellant, The United Real Estate & Trust Company, have judgment  
for the sum of \$2500.00, the amount awarded by the appraisers for  
the property in question herein, and that the City of Omaha pay the  
costs of this action taxed at \$ \_\_\_\_\_.

BY THE COURT

William A. Redick  
JUDGE.

DATED \_\_\_\_\_