

TA-13732 - Lot 1

SARPY

To the County Clerk of Douglas County, Nebraska:

We, the undersigned, being all of the persons who have lately formed a Co-partnership under the firm name of Central Insurance Agency for the purposes of carrying on the business of selling insurance of every nature except life insurance, with the principle place of doing business in Omaha, Douglas County, Nebraska. The full name and residence of each individual member of such Co-partnership is as follows:

*Andrew C. Nelson*  
Mr. Andrew C. Nelson  
305 South 68th Street  
Omaha, Nebraska

*E. Gilbert Nelson*  
Mr. E. Gilbert Nelson  
1510 Sutter Street  
Omaha, Nebraska

*Oliver W. Nelson*  
Oliver W. Nelson  
305 South 68th Street  
Omaha, Nebraska

*Wendell E. Nelson*  
Wendell E. Nelson  
4410 Sutter Street  
Omaha, Nebraska

RECORDED IN COUNTY CLERK'S OFFICE, DOUGLAS COUNTY, NEBRASKA, ON  
MAY 15 1921  
125

BOOK 1 PAGE 539

CERTIFICATE

WHEREAS, on the 1st day of January 1951, the undersigned formed a Partnership entitled CENTRAL INSURANCE AGENCY, and a Certificate of said Partnership Agreement was duly filed in the office of the County Clerk of Douglas County, Nebraska, on March 3, 1951; and,

WHEREAS, among other things, the said Partnership Agreement provided that the Partnership shall engage in the business of selling all types of insurance; and,

WHEREAS, the undersigned, being all of the partners, desire to change the name of the Partnership, and also to qualify the Partnership to engage in the general real estate business and to hold, own, sell, mortgage, lease, build, and trade in all types of real estate and personal property.

NOW THEREFORE,  
On this 1st day of May 1959, the undersigned, being all of the partners of the Partnership presently known as Central Insurance Agency, do hereby and by these presents change the name of the Partnership to:

CENTRAL INVESTMENT COMPANY  
a co-partnership

The undersigned do hereby modify the Partnership Agreement dated January 1, 1951, to include in said Partnership the authority to engage in the general real estate business, and to hold, own, sell, transfer, convey, mortgage, lease, build and otherwise trade in all types of real and personal property; and to do any and all things necessary and appropriate to effect such transactions.  
It is further mutually covenanted and agreed that all of the other terms and provisions of the Partnership Agreement dated January 1, 1951, shall remain in full force and effect, except as hereinbefore modified.

IN WITNESS WHEREOF, the parties hereto, being all of the partners, have placed their hands this 1st day of May 1959, in Omaha, Nebraska.

Witnesses:

A. T. Munn

C. Clifton Nelsen

[Signature]

Olive V. Nelsen

[Signature]  
Dorothy E. Nelsen  
1959 May 30 9 25

BOOK 12 PAGE 182

AMENDMENT  
TO  
ARTICLES OF CO-PARTNERSHIP  
OF  
CENTRAL INVESTMENT COMPANY  
(Formerly Central Insurance Agency)

This Amendment to the Articles of Co-Partnership of CENTRAL INVESTMENT COMPANY (formerly Central Insurance Agency) between A. C. Nelsen, Olive V. Nelsen, C. Clifton Nelsen and Dorothy E. Nelsen, co-partners, executed on this 1st day of December, 1960:

WITNESSETH:

The said Articles of Co-Partnership are hereby and by these presents amended to provide as follows:

Article IV.

The term of this co-partnership shall be perpetual, unless sooner terminated by law, or sooner dissolved by the agreement of the Partners.

Article VII.

The affairs of the Partnership, including the sale and transfer of real estate, and the performance and doing of any and all acts relating to the sale and transfer of real estate, and/or personal property, for and in the behalf of the Partnership shall be carried on by the Managing Partner, C. Clifton Nelsen; and all of his acts and doings in connection with the conduct of the affairs of the Partnership including the power and authority to sell and transfer real estate for and in the behalf of the Partnership is hereby ratified and confirmed.

It is further provided by the undersigned that any and all provisions of the Articles of Co-Partnership, together with the Amendments contained in the Certificate of May 1st, 1959, not inconsistent with the foregoing provisions shall remain in full force and effect.

NOV 19 1972

C E R T I F I C A T E

of

AMENDMENT TO ARTICLES OF CO-PARTNERSHIP

of

CENTRAL INVESTMENT COMPANY  
(Formerly known as Central Insurance Agency)

The undersigned, ANDREW C. NELSEN and OLIVE V. NELSEN, do hereby certify that they have transferred and conveyed all of their right, title and interest in and to the Co-Partnership known as Central Investment Company (formerly known as Central Insurance Agency) to ANDREW CLIFTON NELSEN for the sum of TWO DOLLARS (\$2.00) and other valuable consideration.

The Co-Partnership is in the business of owning, leasing, selling and developing real estate.

DATED this 1st day of December, 1972.

Andrew C. Nelsen  
305 South 68th Street  
Omaha, Nebraska

Olive V. Nelsen  
305 South 68th Street  
Omaha, Nebraska

The undersigned, C. CLIFTON NELSEN and ANDREW CLIFTON NELSEN do hereby and by these presents certify that they are the only two (2) partners in the Co-Partnership known as CENTRAL INVESTMENT COMPANY (formerly Central Insurance Agency) and that they have assumed all of the assets and liabilities of the said Partnership.

DATED this 1st day of December, 1972.

Andrew Clifton Nelsen  
2112 Harney Street  
Omaha, Nebraska

C. Clifton Nelsen  
2112 Harney Street  
Omaha, Nebraska

302  
RECORDED IN CLERK'S OFFICE, DUNBAR COUNTY, NEBRASKA, O.A.  
NOV 19 1972  
LLOYD W. RUMER, COUNTY CLERK  
1:10 P.M.

Book 16,  
Page 358

**Know All Men by These Presents:**

That Agnes Jensen, a widow and legal representative,

of the County of Sheridan and State of Montana for and in consideration of the sum of One Dollar (\$1.00) per acre, possession of approximately (31.00) acres of which consideration is hereby acknowledged and balance of which is to be paid when and as the location of pipe lines over and through the lands hereinafter described, shall be established, surveyed and measured, and the further construction of the performance of the covenants and agreements by the grantee as hereinafter set out and expressed, do hereby GRANT, REMISE and RELEASE unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation, its successors or assigns, the RIGHT, PRIVILEGE and EASEMENT to construct, maintain and operate pipe lines, and appurtenances thereto, over and through the following described lands and appurtenances thereunto belonging, including riparian rights situated in the County of Sheridan and State of Montana, to-wit:

South One-half of the Southwest quarter (S.34) of Section Twenty Two (22), Township Burlington and Tully R.R. 4th, from the Tract No. 1, and No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 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793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

**TO HAVE AND TO HOLD** unto said **NORTHERN NATURAL GAS COMPANY,** its successors and assigns, so long as such pipe lines, and appurtenances thereto, shall be maintained, together with the right of ingress to and egress from said premises, for the purpose of constructing, inspecting, repairing, maintaining and replacing the property of the grantee located thereon, or the removal thereof, in whole or in part, at the will of the grantee, it being the intention of the parties hereto that grantor A ARE hereby granting the uses herein specified without divesting grantor A of the rights to use and enjoy said above described premises, subject to the right of the grantee to use the same for the purposes herein expressed.

As a further consideration for this grant, the grantee herein agrees as follows:

- 1) That it will bury all line pipe laid upon said land to a sufficient depth so as not to interfere with the cultivation of the soil.
- 2) That it will pay to grantor A, any damages which may arise to growing crops, trees, shrubbery, fences or buildings from the construction, maintenance or operation of said pipe lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by the grantor A, one by the grantee, and the third to be selected by the two appointed as aforesaid, and the written award of such three persons shall be final, conclusive and binding upon the parties hereto.
- 3) That grantor A, upon written application by the grantor A, will make, or cause to be made, a tap in any gas pipe line constructed by grantee upon the above described premises for the purpose of supplying gas to grantor A, for domestic purposes only and not for re-sale, and for use upon the above described premises only. All connections required, shall be furnished and paid for by Grantor with the exception of the meter, which is to be furnished and owned by the Grantee. Said tap will be provided by grantee from a convenient point on its main line or some lateral as the grantee may determine, and gas to be taken under this provision shall be measured and furnished to the grantor A at the rates and upon the terms as may be established by grantee, or by any vendee of grantee, from time to time.
- 4) That grantee will replace or rebuild to the satisfaction of grantor A or of three representative any and all damaged parts of all drainage systems, the damage to which shall be occasioned by the construction of said pipe lines under and through the above described premises.

This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF we have hereunto set our hands this 5th day of July 1953.

Agnes Jensen  
Grantor  
Agnes Jensen  
Grantor  
Witness  
Agnes Jensen  
Grantor  
Agnes Jensen  
Grantor  
Witness  
Entered in Commercial Index and recorded in the County of  Sheridan  on the  5th  day of  July  1953 at  10:30  a.m. with Gen. F. McQuinn, County Clerk.

MISCELLANEOUS 1 G

Nebraska, as surveyed, platted and recorded, together with all portions of streets, alleys and avenues, formerly vacated by said City or Village abutting thereon.

That at the time of the last mentioned conveyance by this affiant to Lyle D. Rein, single, this affiant was married to John M. Arnold, who is one and the same person as he shown as conveyor in the quitclaim deed cited above, and that although married to said Arnold, the latter was not at the time of the deed by this affiant to Lyle D. Rein, a resident of the State of Nebraska, having left the State immediately after executing the quitclaim deed aforesaid, with intention not to return thereto.

That neither at the time of the conveyance of the aforesaid South 77 Feet of Lots 4, 5, and 6, Block 287, to Lyle D. Rein, single, nor at any time during which this affiant held title to said property, did she or her husband claim said property as their homestead, the same being unimproved property in the City of Bellevue; that it was the intention of this affiant in the conveyance by warranty deed to Lyle D. Rein, single, cited above, to convey any and all rights which she or her husband might then or in the future have in and to the aforesaid property, including any right of homestead therein, and including any inchoate rights which either she or her husband might have in said property by virtue of Section 30-105, Revised Statutes of Nebraska, 1943, and that pursuant to the terms of said statute, it was her intent to convey said property as the sole resident owner of said property, her husband at that time not being a resident of the State of Nebraska.

Further affiant saith not.

Minnie Mueller Arnold

Before me F. H. Freeman, a Notary Public in and for Sarpy County, on this 27 day of July, 1950, at Bellevue, Sarpy County, Nebraska, came Minnie Mueller Arnold, affiant herein, and stated the foregoing affidavit, and acknowledged same to be her voluntary act and deed.

F. H. FREEMAN  
NOTARY PUBLIC  
STATE OF NEBRASKA

COMMERCIAL REGISTRARS APRIL 29, 1935  
RECORDED

JAMES JANECK FT AL

Filed Aug. 1, 1950 at 9:30 o'clock A.M.

EASTERN NEBR. PUBLIC POWER DIST. :  
Easement #2.50 Pd. :  
Tract #1894

*James Janeck*  
County Clerk

James Janeck

RIGHT OF WAY EASEMENT

In consideration of the sum of Twenty Five and no/100 dollars, receipt of which is hereby acknowledged, and of the further agreements herein stated, the undersigned hereby grant(s) and convey(s) to Eastern Nebraska Public Power District, Syracuse, Nebraska, a public corporation, its successors and assigns, a Right-of-way for the construction, maintenance, operation and inspection of an electric transmission line consisting of poles, towers, wires, equipment and fixtures, with right to alter, repair and remove the same in whole or in part at any time in, over and across the following described lands situated in Sarpy County, State of Nebraska, to-wit:

SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section Twenty-three (23), Township Thirteen (13), Range Thirteen (13), and any abutting public highway or place, also the right to clear timber and to trim and keep trimmed as may be reasonably necessary, all trees, hedges, and shrubs. The route of the line and location of poles, structures and guys shall be approximately as shown on the attached map. The Grantee shall have the right of ingress to and from such right-of-way and transmission line for the purpose of making necessary changes in the line and for the purpose of maintaining the line, including tree and brush trimming. It is understood that the right of ingress and egress acquired hereunder will be exercised in a reasonable manner and, as nearly as possible in conformance with the wishes of the owner and occupant of the premises.

Grantee agrees that this easement shall revert to Grantor in case of removal or abandonment of the line.

The said Grantor(s), his or their heirs or assigns, are to be entitled to the full use and enjoyment of the said premises, subject only to the rights of the Grantee herein granted and of its successors or assigns.

Grantee or its successors or assigns hereby agrees to make final settlement and payment as hereinafter provided and, in addition thereto, agrees to pay any damages which may be caused to crops, fences, or any other portion of Grantors property by reason of the building or the future maintenance of said Transmission line.

Grantor(s) agree(s) not to locate nor allow any building, hay stack, straw stack, tree, structure, or any other combustible material to be placed under the wires or near the poles, wires, or fixtures in such a manner as to endanger or to be endangered by the same, or to

# Miscellaneous Record No. 14

Interfere with the operation thereof, or in such a way as to be likely to result in damage to the property of either party if a fire should occur in or around the transmission line or any such property of Grantor.

Final settlement and payment for the rights herein granted shall be made on the following basis, payment to be made within a reasonable time after this instrument shall be signed and acknowledged.

For Poles _____	In Meadow or Cultivated Fields	In Permanent Pasture or Uncultivated Land
For Anchors with Guys _____	Twenty-five Dollars Each	Twelve and one-half Dollars each
The down payment of Twenty-five and no/100 to be deducted therefrom.	Twenty-five Dollars Each	Twelve and one-half Dollars each
2 poles @ 25.00 each		

It is understood that Grantor(s) will not receive electric service from this line.

James Janecek  
Agnes Janecek

STATE OF NEBRASKA) ss.  
Saryp County )

ACKNOWLEDGMENT

I hereby certify that on this 16 day of Feb. A.D. 1950, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came James Janecek and Agnes Janecek, his mother, to me personally known to be the same person(s) who signed and executed the above instrument, and they each duly acknowledged the execution of the same.

WITNESS my hand and Notarial Seal on the day and date last above written.

R. C. JOHNSON  
STATE OF NEBRASKA  
COMMISSION EXPIRES APRIL 30, 1955

My commission expires: April 30/55

TITLE:

EASTERN NEBRASKA PUBLIC POWER DISTRICT

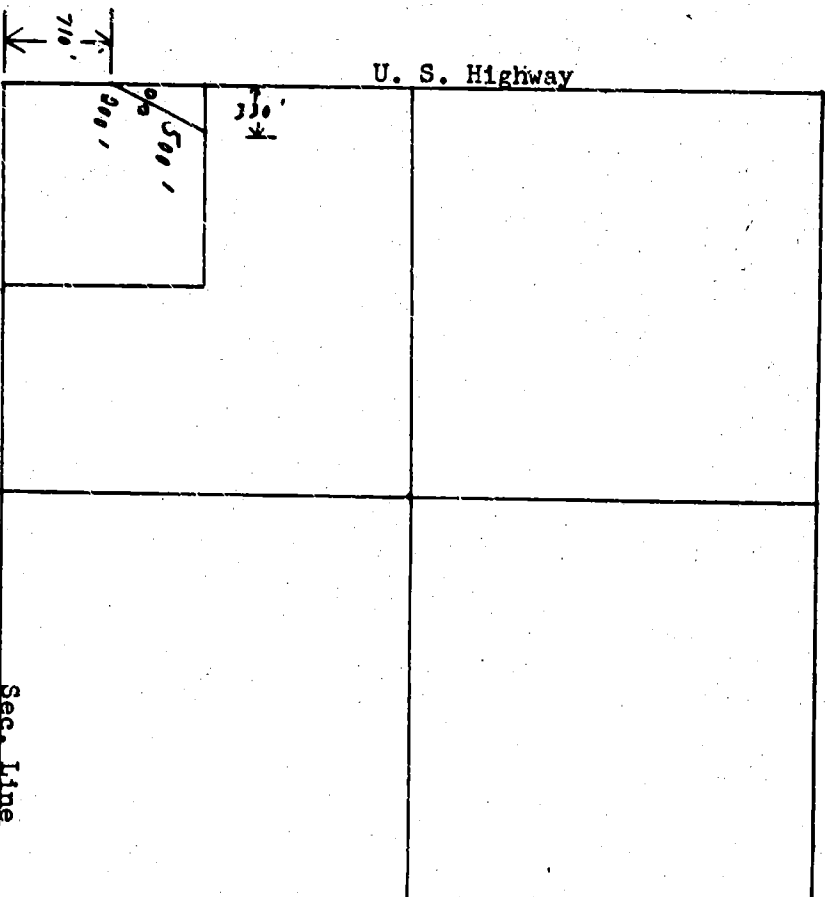
TRANSMISSION LINE RIGHT OF WAY

James Janecek

SECTION 23

TWP. 13

RANGE 13 E



THE PROPOSED TRANSMISSION LINE WILL BE LOCATED APPROXIMATELY

AS SHOWN ON THIS PLAT

EXHIBIT \_\_\_\_\_

SCALE 1" = 1000'

N

LOCATION: H-B 189.5

DATE: 8.30.49

BY: M.I.K.

JOB: 579

HENNINGSON ENGINEERING CO. OMAHA, NEBRASKA



Miscellaneous Record No. 14

North of  
45

REPORT OF APPRAISERS  
IN THE COUNTY COURT OF SARPY COUNTY,  
NEBRASKA

IN THE MATTER OF THE APPLICATOR OF EASTERN NEBRASKA PUBLIC POWER DISTRICT, A PUBLIC CORPORATION  
TO CONDEMN CERTAIN LAND IN SARPY COUNTY, NEBRASKA FOR THE PURPOSE OF ACQUIRING A RIGHT OF WAY  
TO CONSTRUCT, OPERATE AND MAINTAIN AN ELECTRIC TRANSMISSION LINE  
EASTERN NEBRASKA PUBLIC POWER DISTRICT, a Public Corporation,  
Applicant

FRED HYDA and BERTHA HYDA, husband and wife, and WILLIAM HYDA, single Defendants

Come now the undersigned Appraisers, duly appointed in the above entitled proceedings to assess the damages that have been sustained by the owners and other persons interested in said premises and to hereby respectfully report that upon 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 tracts involved herein and there fully informed ourselves in said matter, and heard the evidence as offered by interested parties, and being fully advised in the premises, we do hereby find, and report of way for the construction, operation and maintenance of applicant's electric transmission line on and across the tracts of land described in the plats of said lands attached hereto, made a part hereof and incorporated herein and marked Exhibits A- for reference:  
Tract No. 1  
Total Damage to said tract of land \$300.00  
Tract No. 2  
Total Damage to said tract of land \$750.00  
Dated at Papillion, Nebraska, this 13th day of November, 1950.

ERLE B. BROWN  
JAY L. WALNORIENT  
GUY E. TATE  
TAYLOR JARMAN  
W. C. FLAMBECK

CERTIFICATE OF COUNTY JUDGE TO REPORT OF APPRAISERS  
I, Victor I. Schmidt, County Judge in and for Sarpy County, Nebraska, hereby certify that the above and foregoing is a true and correct copy of the award of the appraisers heretofore appointed to act in the above entitled matter as the same appears in the files and records of my said office and hereby transmit the same to the County Clerk of Sarpy County, Nebraska, for record in the manner provided by law.  
Witness my hand and the Seal of the County Court of Sarpy County, Nebraska, this 14th day of Nov. 1950.  
VICTOR I. SCHMIDT  
County Judge  
\*STATE OF NEBRASKA COUNTY COURT\*  
\*SARPY COUNTY NEBRASKA\*

LOCATION: H-8 190  
DATE: 8 30 49  
BY: M. I. K.  
JOB: 579

Rev. 9-1-50 E.V.Z  
TRACT #1

SCALE 1" = 1000'  
EXHIBIT A

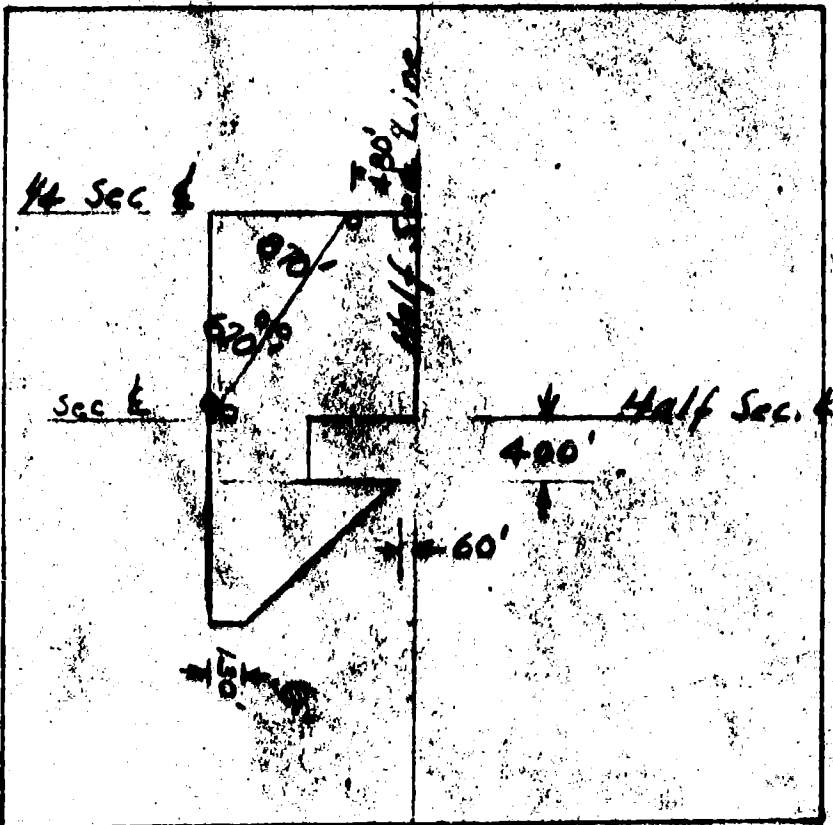
THE PROPOSED TRANSMISSION LINE WILL BE LOCATED APPROXIMATELY AS SHOWN ON THIS PLAT

SECTION 23 TWP 13 RANGE 13E  
FRED HYDA ETAL

TRANSMISSION LINE RIGHT OF WAY

HENNINGSON ENGINEERING CO  
OMAHA, NEBRASKA

TRANSMISSION LINE RIGHT OF WAY  
*Fred Hyda*  
 SECTION 23 TWP 13 RANGE 13



THE PROPOSED TRANSMISSION LINE WILL BE LOCATED APPROXIMATELY AS SHOWN ON THIS PLAT

EXHIBIT  
 SCALE 1" = 1000'

*North of U.S.*

LOCATION: H-B 191	SHEET NO. 83048	DATE M. K. 579	ENGINEERING CO. OMAHA, NEBRASKA
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Filed November 15, 1950 at 11:00 A.M.

*William C. Plambeck*  
 County Clerk

IN THE COUNTY COURT OF SARPY COUNTY,  
 NEBRASKA

REPORT OF APPRAISERS  
 PD # 11.80 \*\*\*\*\*  
 IN THE MATTER OF THE APPLICATION OF EASTERN NEBRASKA PUBLIC POWER DISTRICT, TO CONDEMN CERTAIN LAND IN SARPY COUNTY, NEBRASKA FOR THE PURPOSE OF ACQUIRING A RIGHT OF WAY TO CONSTRUCT, OPERATE AND MAINTAIN AN ELECTRIC TRANSMISSION LINE EASTERN NEBRASKA PUBLIC POWER DISTRICT, a Public Corporation,  
 Applicant

REPORT OF APPRAISERS

VS  
 JACK BURTON and AGENTS BURTON, husband and wife, and THE TRAVELERS INSURANCE COMPANY, A CORPORATION  
 Defendants

Come now the undersigned Appraisers, duly appointed in the above entitled proceedings to assess the damages that have been sustained by the owners and other persons interested in said premises, and do hereby respectfully report that upon 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 tracts involved herein and there fully informed ourselves in said matter, and heard the evidence as offered by interested parties, and being fully advised in the premises we do hereby find, fix 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 applicant's electric transmission line on and across the tracts of land described in the plats of said lands attached hereto, made a part hereof and incorporated herein and marked Exhibits A \_\_\_\_\_ for Reverence:

Tract No. 1  
 Total Damage to said tract of land 600.00.  
 Dated at Papillion, Nebraska, this 13th day of Nov, 1950.  
 Erle B. Brown  
 Jay B. Walnwright  
 Guy E. Tate

Taylor Jarman  
 William C. Plambeck

STATE OF NEBRASKA  
 COUNTY OF SARPY  
 SS

CERTIFICATE OF COUNTY JUDGE TO REPORT OF APPRAISERS

I, Victor H. Schmidt, County Judge in and for Sarpy County, Nebraska, hereby certify that the above and foregoing is a true and correct copy of the award of the appraisers heretofore appointed to act in the above entitled matter as the same appears in the files and records of my said office and hereby transmit the same to the County Clerk of Sarpy County, Nebraska, for record in the manner provided by law.  
 Witness my hand and the Seal of the County Court of Sarpy County, Nebraska, this 14th day

ALTA COMMITMENT - 1970 Rev.

PREPARED BY: Rick L. Schmidt  
ISSUED THROUGH THE OFFICE OF:

Application No. TA - 13732

SCHEDULE A

- 1. Effective Date: May 8, 1986 at 8:00 A.M.
- 2. Policy or Policies to be issued:



**Spence Title Services, Inc.**  
1905 Harney Street, Omaha, Nebraska 68102  
(402) 345-8844

"ALTA" OWNER'S POLICY Form B-1970-

-Amended 10-17-70 \$ 33,678.00

Proposed Insured: WILLIAM C. FLAVELL AND CAROL A. FLAVELL,

PREMIUM: 105.90 Subdivision

Husband and Wife. *ARMANATIC*

Rate.

"ALTA" LOAN POLICY 1970 Rev. \$

Proposed Insured:

- 3. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple, and title thereto is at the effective date hereof vested in:  
CENTRAL INVESTMENT COMPANY, A Nebraska Partnership.

- 4. The land referred to in this Commitment is described as follows:

Lot 1, in CENTRAL INVESTMENT NO. 1, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska.

SCHEDULE B

In addition to the Standard Exceptions and Conditions and Stipulations recited on the face of this Commitment and the Conditions and Stipulations and Exclusions from Coverage in the Company's usual form of policy, the land referred to is, as of the effective date hereof, subject to the following:

- 1. General taxes due and payable at the date hereof: 1985: \$819.43 total; Paid in Full. Key Number: 011040580. Taxed as: T.L. 12 Sec. 23-13-13. (NOTE: Tax Lot 12 of Sec. 23-13-13 comprises all of Central Investment No. 1 and other land.)
- 2. Special taxes or assessments now assessed or levied, but payable in future installments; except those recorded in the Office of the County Treasurer at the date hereof, of which there are none.
- 3. Easements granted for utilities by Plat and Dedication filed April 11, 1986, in Book 8 at Page 101 of the Plat Records of Sarpy County, Nebraska, on, over, through, under and across a five foot wide strip of land abutting all front and side boundary lines; an eight foot wide strip of land adjoining the rear boundary lines of all interior lots; and, a sixteen foot wide strip of land adjoining the rear boundary lines of all exterior lots, with provision for said sixteen foot wide easement to be reduced to eight feet.  
Plat Survey reveals a 50 foot wide Northern Natural Gas Easement affecting the Northeasterly portion of said Lot 1.
- 4. Easement granted to Northern Natural Gas Company by instrument dated July 9, 1953, filed October 16, 1953, in Book 16 at Page 358 of the Miscellaneous Records of Sarpy County, Nebraska, to construct and maintain pipe lines over and through the S&SW $\frac{1}{4}$  of Sec. 23-13-13 lying West of the Missouri Pacific and C.B.&Q. Railroad right-of-ways. (Central Investment No. 1 was platted from the above property.)  
Modification and Amendment of Easement Grant dated June 30, 1975, filed July 15, 1975, in Book 48 at Page 346 of the Miscellaneous Records of Sarpy County, Nebraska, modifies the above easement to cover a 50 foot wide strip of land as shown on Plat Survey of Central Investment No. 1.

SCHEDULE "B" CONTINUED.

5 Subject property was conveyed to Central Investment Company, A Nebraska Partnership, by Warranty Deed dated February 11, 1976, filed February 13, 1976, in Book 151 at Page 306 of the Deed Records of Sarpy County, Nebraska. Subsequent thereto said property was platted into Central Investment No. 1 by Plat and Dedication filed April 11, 1986, in Book 8 at Page 101 of the Plat Records of Sarpy County, Nebraska, however, said Dedication recites in its body that C. Clifton Nelsen and Andrew Nelsen are the owners of said property, and said Dedication is executed by Central Investment Corp., by C. Clifton Nelsen, Partner, and Andrew Nelsen, Partner.

REQUIRE that the Plat and Dedication of Central Investment No. 1 be ratified by Central Investment Company, A Nebraska Partnership, By C. Clifton Nelsen and Andrew Nelsen, Partners.

6. Trust Deed dated April 23, 1986, filed April 24, 1986, in Book 205 at Page 2775 of the Mortgage Records of Sarpy County, Nebraska, executed by William C. Flavell and Carol A. Flavell, husband and wife, in favor of Cass County Bank, A Nebraska Banking Corporation, Trustee, and Cass County Bank, A Nebraska Banking Corporation, Beneficiary, securing the sum of \$100,000.00.

7. REQUIRE Warranty Deed from Central Investment Company, A Nebraska Partnership, in due form, by C. Clifton Nelsen and Andrew Nelsen, its partners, in favor of Proposed Insured Purchasers.

8. REQUIRE execution of the attached Seller's Affidavit by the titleholder, in favor of BOTH the Purchasers and this Company.

NOTE: Please notify this Company when all requirements have been met so that we may issue the final policy.