

52692

BEFORE THE COUNTY JUDGE OF LANCASTER COUNTY, NEBRASKA

CITY OF LINCOLN, NEBRASKA, a)
Municipal corporation, d/b/a)
LINCOLN ELECTRIC SYSTEM,)

Docket 119 Page 107

REPORT OF APPRAISERS

Condemner.)

vs.)

ALAN R. PORTER, Trustee;)
THE LIVING TRUST OF HORACE)
H. WHITLOCK, JOHN M. WHITLOCK,)
SARA WHITLOCK LAWSON and)
HORACE H. WHITLOCK, Trustees;)
ELIZABETH DELONG DAVIES, a)
single person; MARY DAVIES)
LAMBERT and RAY LAMBERT, wife)
and husband; DIANE C.)
COLLISTER (DIANE DAVIES)
WILKINSON) and RICHARD PAUL)
COLLISTER, wife and husband;)
and LOUIS JAMES DAVIES and)
PRISCILLA DAVIES, husband)
and wife,)

Condemnees.)

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

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

After taking and subscribing to the oath as prescribed by
law, we separately and as a body, did carefully inspect and view
the grounds and premises in question, and the grounds, premises,
and property for which damages are claimed by the several claimants
named in the Petition for the Appointment of Appraisers and
Condemnation of Lands, and hear all parties present who were
interested therein with reference to the amount of damages, and we

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have and do hereby assess the damages which all persons interested therein have sustained by reason of the taking and appropriating of lands and rights therein for the public purposes as stated in the said Petition and as shown on the attached Exhibits."

We assess all damages in the sum of \$ 85,000 -,
which sum we award as follows:

Tract No. 1 71,851 -

TO: Alan R. Porter, Trustee \$ 23,950 -

The Living Trust of Horace H. Whitlock,
John M. Whitlock, Sara Whitlock
Lawson and Horace H. Whitlock,
Trustees \$ 23,950 -

Elizabeth DeLong Davies, a single person \$ 11,975 -

Mary Davies Lambert and Ray Lambert,
wife and husband \$ 3,992 -

Diane C. Collister (Diane Davies
Wilkinson) and Richard Paul
Collister, wife and husband \$ 3,992 -

Louis James Davies and Priscilla
Davies, husband and wife \$ 3,992 -

Tract No. 2 13,149 -

TO: Alan R. Porter, Trustee \$ 4,383 -

The Living Trust of Horace H. Whitlock,
John M. Whitlock, Sara Whitlock
Lawson and Horace H. Whitlock,
Trustees \$ 4,383 -

Elizabeth DeLong Davies, a single person \$ 2,191.50

Mary Davies Lambert and Ray Lambert,
wife and husband \$ 730.50

Diane C. Collister (Diane Davies
Wilkinson) and Richard Paul
Collister, wife and husband \$ 730.50

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Louis James Davies and Priscilla
Davies, husband and wife

\$ 730.50

GIVEN under our hands this 30th day of October, 1992.

Levell & Priscilla

Lily B. Hans

D. J. Hans

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Subscribed and sworn to before me this 30 day of
1992.



Virian Haur, Dep. Clerk
COUNTY JUDGE

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Exhibit A
TRACT NO. 1

To acquire absolute title in fee simple to the real property described below. To acquire all right, title and interest, including all tenements, hereditaments and appurtenances thereto which Condemnees possess in the real property described as follows:

DESCRIPTION of a 5.19 Acre Tract of land located in the Northwest Quarter of Section 19, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, more particularly described as follows:

Referring to the Southwest corner of the Northwest Quarter of Section 19, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska. Thence in an Easterly direction along the South line of the Northwest Quarter of said Section 19 on an assumed bearing of S 89° 34' 05" E a distance of Fifty and No Tenths (50.0) feet to a point on the East Right-Of-Way line of South 27th Street. Thence N 00° 50' 17" W along said Easterly Right-Of-Way line of South 27th Street a distance of Four Hundred and Forty-Two Hundredths (400.42) feet to the Point of Beginning. Thence continuing on the last described course a distance of Two Hundred Eighty-Three and Two Tenths (283.2) feet to a point Forty and No Tenths (40.0) feet East of the West line of the Northwest Quarter of said Section 19. Thence N 01° 05' 38" E along the Easterly Right-Of-Way line of South 27th Street a distance of Two Hundred Sixteen and Eighty-Seven Hundredths (216.87) feet. Thence N 90° 00' 00" E perpendicular to the West line of the Northwest Quarter of said Section 19 a distance of Four Hundred Fifty and No Tenths (450.0) feet. Thence S 00° 00' 00" W parallel to the West line of the Northwest Quarter of said Section 19 a distance of Five Hundred and No Tenths (500.0) feet. Thence N 90° 00' 00" W perpendicular to the West line of the Northwest Quarter of said Section 19 a distance of Four Hundred Fifty and No Tenths (450.0) feet to the Point of Beginning and containing a calculated area of 5.19 Acres more or less.

A. Condemner is acquiring title to the above-described real property for the purpose of constructing, operating and maintaining an electric substation, transmission lines, distribution lines, communication lines and appurtenances necessary to operate an electric utility thereon.

B. Condemner is obtaining this site in order to carry out its mandated public function of providing adequate electric service to all its ratepayers. Electric substations and appurtenances thereto are located at regularly spaced intervals throughout condemners service territory. This particular site was selected because it falls within Condemner's service criteria and will provide reliable electric service to a portion of Condemner's service territory which is increasing in population.

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Exhibit B
TRACT NO. 2

To acquire a permanent right, privilege, and easement to survey, construct, reconstruct, relocate, maintain, inspect, operate, alter and replace electric transmission lines and appurtenances thereto, including structures, structure foundations, poles, pole foundations, downguys, anchors, insulators, underground cables, communication lines, wires and supports upon, above, along, under, in and across, the real property, as described hereinafter, on the following terms and conditions:

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

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

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

D. Condemner is acquiring this permanent easement across the described real property in order to serve the electric utility facilities described in Tract No. 1 by providing a means of bringing electricity into and out of the substation erected on Tract No. 1 for the benefit of Condemner's ratepayers.

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E. The right-of-way easement hereby acquired is described as follows:

DESCRIPTION of permanent right-of-way easement located in the Northwest Quarter of Section 19, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, more particularly described as follows:

Referring to the Southwest corner of the Northwest Quarter of Section 19, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, thence in an Easterly direction along the South line of the Northwest Quarter of said Section 19 a distance of Fifty and No Tenths (50.0) feet to the Point of Beginning, said point being located on the Easterly Right-Of-Way line of South 27th Street. Thence in a Northerly direction along the Easterly Right-Of-Way Line of South 27th Street on an assumed bearing of N 00° 50' 17" W a distance of Four Hundred and Forty-Two Hundredths (400.42) feet to a point Forty-Four and Fourteen Hundredths (44.14) feet East of the West line of the Northwest Quarter of said Section 19. Thence N 90° 00' 00" E perpendicular to the West line of the Northwest Quarter of said Section 19 a distance of One Hundred Five and Eighty-Six Hundredths (105.86) feet. Thence S 00° 00' 00" W parallel to and One Hundred Fifty and No Tenths (150.0) feet East of the West line of the Northwest Quarter of said Section 19 a distance of Four Hundred One and Thirteen Hundredths (401.13) feet to a point on the South line of the Northwest Quarter of said Section 19. Thence N 89° 34' 05" W along the South line of the Northwest Quarter of said Section 19 a distance of One Hundred and No Tenths (100.0) feet to the Point of beginning and containing a calculated area of 0.95 Acres more or less.

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IN THE COUNTY COURT OF LANCASTER COUNTY NEBRASKA
STATE OF NEBRASKA } SS. CERTIFICATE
LANCASTER COUNTY }

The Deputy Clerk of the County Court of Lancaster
County does hereby certify that the foregoing is a full and
correct copy of the original instrument duly filed and of
record in this court.

IN WITNESS WHEREOF, I have hereunto set my hand
and the seal of the County Court of said County at Lincoln,
Nebraska this ... 16 ...
day of ... Nov. 1992 ...



Sherry D. Hancy
Deputy Clerk of the County Court

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LANCASTER COUNTY, NEB
Sherry D. Hancy
Deputy Clerk of the County Court

Nov 20 2 28 PM '92

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INST. NO. 92 52692

Lancaster County Court