

48925

BEFORE THE COUNTY JUDGE OF LANCASTER COUNTY, NEBRASKA

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

DOCKET 119 PAGE 145

Condemner.

vs.

REPORT OF APPRAISERS

CURTIS SCHWANINGER and)
JOETA SCHWANINGER,)
Husband and Wife; and)
HOMER H. SCHWANINGER and)
BELVA SCHWANINGER,)
Husband and Wife,)

Condemnees.)

TO THE HONORABLE RICHARD H. WILLIAMS, 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 have and do hereby assess the damages which all persons interested therein have sustained by reason of the taking and appropriating of

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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 \$ 121,462.00,

which sum we award as follows:

Tract No. 36:

TO: Curtis Schwaninger and Joetta Schwaninger
Husband and Wife \$ 30,365.50

Homer H. Schwaninger and Belva Schwaninger
Husband and Wife \$ 30,365.50

Tract No. 37:

TO: Curtis Schwaninger and Joetta Schwaninger
Husband and Wife \$ 30,365.50

Homer H. Schwaninger and Belva Schwaninger
Husband and Wife \$ 30,365.50

GIVEN under our hands this 25th day of October, 1994.

Frances Best
Theresa Klut
Guadalupe Holman

Subscribed and sworn to before me this 26th day of October, 1994.



Richard Wittmann
COUNTY JUDGE

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RIGHT-OF-WAY EASEMENT

CURTIS SCHWANINGER and JOETTA SCHWANINGER,
Husband and Wife; and
HOMER H. SCHWANINGER and BELVA SCHWANINGER,
Husband and Wife,
Condemnees

Tract No. 36

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 estate, as described on the attached exhibit, 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 condemnee(s) of title and ownership of the rights to use and enjoy the property as described on the attached exhibit 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. Condemnee(s) 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 condemnee(s) or any tenant resulting from the entry upon the property of condemnee(s) for construction, maintenance or repair purposes shall be paid to condemnee(s) or condemnee(s)' tenant as determined by agreement of the parties or as determined by law.

D. A description of the right-of-way easement to be acquired is as shown on the attached Exhibit "A," consisting of two pages.

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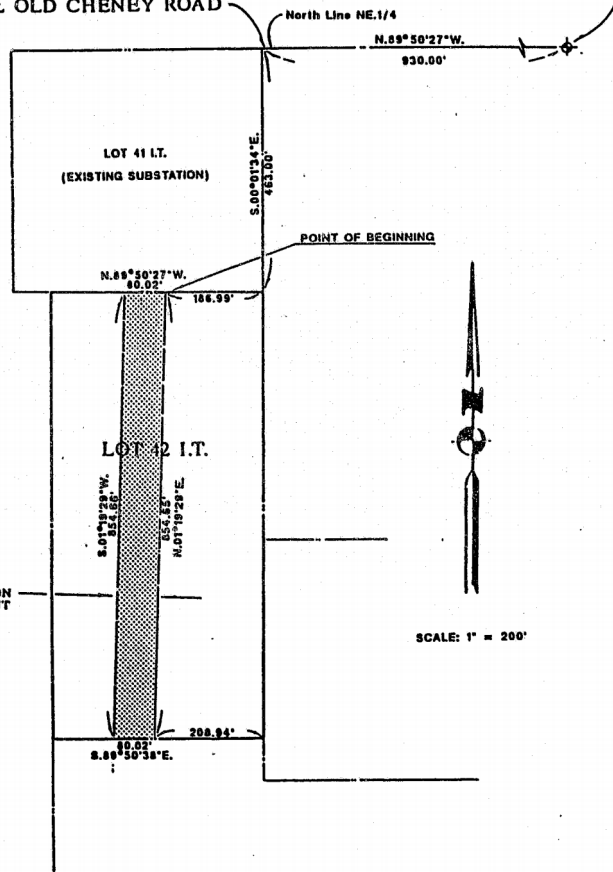
Tract #38

L.L.S. TRANSMISSION LINE EASEMENT

EXHIBIT "A"

NE. CORNER SECTION 15 T.9N.R.7E.

☉ OLD CHENBY ROAD



40' WIDE TRANSMISSION LINE EASEMENT



SCALE: 1" = 200'

 EASEMENT AREA = 68,372 SQ.FT.

LEGAL DESCRIPTION:	
Easement across a portion of LOT 42 of Irregular Tracts located in the NE.1/4 of Section 15 T.9N. R.7E.	
Date:	2/16/1994
Scale:	1" = 200'
	Drawing No. 38

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EXHIBIT "A"

TRACT #36

DESCRIPTION of an Eighty and No Tenths (80.0) foot Wide Transmission Line Easement across a portion of Lot 42 of Irregular Tracts located in the Northeast Quarter of Section 15, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, more particularly described by metes and bounds as follows:

Referring to the Northeast corner of Section 15, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska. Thence in a Westerly direction along the North line of the Northeast Quarter of said Section 15 on an assumed bearing of N 89° 50' 27" W a distance of Nine Hundred Thirty and No Tenths (930.0) feet to the Northeast corner of Lot 41 of Irregular Tracts in the Northeast Quarter of said Section 15. Thence S 00° 01' 34" E along the East line of said Lot 41 of Irregular Tracts a distance of Four Hundred Sixty-Three and No Tenths (463.0) feet to the Northeast corner of Lot 42 of Irregular Tracts in the Northeast Quarter of said Section 15. Thence N 89° 50' 27" W along the North line of said Lot 42 of Irregular Tracts a distance of One Hundred Eighty-Six and Ninety-Nine Hundredths (186.99) feet to the Point of Beginning. Thence continuing on the last described course a distance of Eighty and Two Hundredths (80.02) feet. Thence S 01° 19' 29" W a distance of Eight Hundred Fifty-Four and Sixty-Six Hundredths (854.66) feet to a point on the South line of said Lot 42 of Irregular Tracts. Thence S 89° 50' 38" E along the South line of said Lot 42 of Irregular Tracts a distance of Eighty and Two Hundredths (80.02) feet. Thence N 01° 19' 29" E a distance of Eight Hundred Fifty-Four and Sixty-Five Hundredths (854.65) feet to the Point of Beginning and containing a calculated area of 68,372 Square Feet.

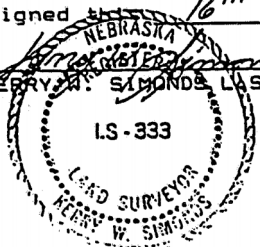
CERTIFICATION:

I hereby certify the location of the Proposed Easement on the property described above. The centerline of which was located by me.

Signed Kerry W. Simonds 16th day of February, 1994.

KERRY W. SIMONDS, L.S. #333

LS-333



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RIGHT-OF-WAY EASEMENT

CURTIS SCHWANINGER and JOETTA SCHWANINGER,
Husband and Wife; and
HOMER H. SCHWANINGER and BELVA SCHWANINGER,
Husband and Wife,
Condemnees

Tract No. 37

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 estate, as described on the attached exhibit, 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 condemnee(s) of title and ownership of the rights to use and enjoy the property as described on the attached exhibit 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. Condemnee(s) 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 condemnee(s) or any tenant resulting from the entry upon the property of condemnee(s) for construction, maintenance or repair purposes shall be paid to condemnee(s) or condemnee(s)' tenant as determined by agreement of the parties or as determined by law.

D. A description of the right-of-way easement to be acquired is as shown on the attached Exhibit "A," consisting of two pages.

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EXHIBIT "A"

DESCRIPTION of a Transmission Line Easement on the Northerly portion of Lot 40 of Irregular Tracts located in the Northeast Quarter of Section 15, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, more particularly described by metes and bounds as follows:

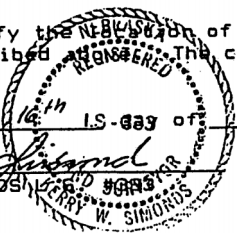
Referring to the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 15, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska. Thence in a Southerly direction along the East line of the Southeast Quarter of the Northeast Quarter of said Section 15 a distance of Eighty and Ninety-Seven Hundredths (80.97) feet to the Northeast corner of Lot 40 of Irregular Tracts located in the Northeast Quarter of said Section 15 and Point of Beginning. Thence in a Westerly direction along the North line of said Lot 40 of Irregular Tracts on an assumed bearing of N 89° 50' 27" W a distance of One Thousand One Hundred Thirty-Nine and Five Hundredths (1,139.05) feet. Thence N 01° 19' 29" E a distance of Eighty and Ninety-Three Hundredths (80.93) feet to a point on the North line of the Southeast Quarter of the Northeast Quarter of said Section 15. Thence N 89° 50' 38" W along the North line of the Southeast Quarter of the Northeast Quarter of said Section 15 a distance of Eighty and Two Hundredths (80.02) feet. Thence S 01° 19' 29" W a distance of One Hundred Fifteen and Ninety-Three Hundredths (115.93) feet. Thence N 89° 50' 27" W a distance of Sixty and Nine Hundredths (60.09) feet. Thence S 00° 09' 33" W a distance of Ten and No Tenths (10.0) feet. Thence S 89° 50' 27" E a distance of Fifty-Nine and Eighty-Nine Hundredths (59.89) feet. Thence S 01° 19' 29" W a distance of Thirty-Five and One Hundredths (35.01) feet. Thence S 89° 50' 27" E a distance of Thirty-Five and One Hundredth (35.01) feet. Thence S 01° 19' 29" W a distance of Fifty-Nine and Eighty-Nine Hundredths (59.89) feet. Thence S 88° 40' 31" E a distance of Ten and No Tenths (10.0) feet. Thence N 01° 19' 29" E a distance of Sixty and Nine Hundredths (60.09) feet. Thence S 89° 50' 27" E a distance of One Thousand One Hundred Seventy-Five and Ninety-Four Hundredths (1,175.94) feet to a point on the East line of the Southeast Quarter of the Northeast Quarter of said Section 15. Thence N 00° 01' 34" W along the East line of the Southeast Quarter of the Northeast Quarter of said Section 15 a distance of Eighty and No Tenths (80.0) feet to the Point of Beginning and containing a calculated area of 105,274 Square Feet.

CERTIFICATION:

I hereby certify the NEBULAR of the Proposed Easement on the property described. The centerline of which was located by me.

Signed this 16th day of February, 1994

Kerry W. Simonds
KERRY W. SIMONDS



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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 17th day of Nov., 1994.....



Sherry D. Lacey
Deputy Clerk of the County Court

LANCASTER COUNTY, NEB.
Dan Feltz
REGISTER OF DEEDS

Nov 18 1 03 PM '94

INST. NO. 94- 48925

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Lancaster County
Court
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