

ROW PANEL

- ☐ NEGOTIATION
☐ RELOCATION ASSISTANCE

CALL REPORT

CALL DATE	AMOUNT OFFERED	SALVAGE OFFERED	COUNTER OFFER	PERSONS PRESENT ON	VISIT NO.

REPORT OF DISCUSSION:

PROJECT NUMBER:	TRACT NUMBER:	PROPERTY TENANT:
AGENT: (Signature)	DATE:	PROPERTY OWNER:
TYPED NAME OF AGENT:		

Real Estate Transfer Statement

• To be filed with the Register of Deeds. • Read instructions on reverse side.
• If additional space is needed, add an attachment and identify the applicable item number.

RESET PRINT

FORM
521

The deed will not be recorded unless this statement is signed and items 1-27 are accurately completed.

1 County Name Select County	2 County Number	3 Date of Sale/Transfer Mo. Day Yr.	4 Date of Deed Mo. Day Yr.
5 Grantor's Name, Address, and Telephone (Please Print) Grantor's Name (Seller) Street or Other Mailing Address City State Zip Code Phone Number Email Address		6 Grantee's Name, Address, and Telephone (Please Print) Grantee's Name (Buyer) Street or Other Mailing Address City State Zip Code Phone Number Is the grantee a 501(c)(3) organization? Yes No If Yes, is the grantee a 509(a) foundation? Yes No Email Address	

7 Property Classification Number. Check one box in categories A and B. Check C if property is also a mobile home.

(A) Status	(B) Property Type	(C)
☐ Improved ☐ Unimproved ☐ IOLL	☐ Single Family ☐ Multi-Family ☐ Commercial ☐ Industrial ☐ Agricultural ☐ Recreational ☐ Mineral Interests-Nonproducing ☐ Mineral Interests-Producing ☐ State Assessed ☐ Exempt	☐ Mobile Home

8 Type of Deed	☐ Conservator ☐ Bill of Sale ☐ Cemetery ☐ Death Certificate - Transfer on Death	☐ Distribution ☐ Easement ☐ Executor ☐ Land Contract/Memo ☐ Lease ☐ Mineral ☐ Partition ☐ Personal Rep. ☐ Quit Claim ☐ Sheriff ☐ Trust/Trustee ☐ Warranty ☐ Other
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9 Was transfer part of IRS like-kind exchange (I.R.C. § 1031 Exchange) by buyer or seller? ☐ Buyer ☐ Seller ☐ No	10 Type of Transfer	☐ Distribution ☐ Auction ☐ Court Decree ☐ Foreclosure ☐ Easement ☐ Exchange ☐ Irrevocable Trust ☐ Life Estate ☐ Grantor Trust ☐ Revocable Trust ☐ Sale ☐ Partition ☐ Satisfaction of Contract ☐ Transfer on Death ☐ Trustee to Beneficiary ☐ Other (Explain)
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11 Was ownership transferred in full? (If No, explain the division.) ☐ Yes ☐ No	12 Was real estate purchased for same use? (If No, state the intended use.) ☐ Yes ☐ No
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13 Was the transfer between relatives, or if to a trustee, are the trustor and beneficiary relatives? (If Yes, check the appropriate box.)		
☐ Yes ☐ No ☐ Aunt or Uncle to Niece or Nephew ☐ Brothers and Sisters ☐ Ex-spouse	☐ Family Corp., Partnership, or LLC ☐ Grandparents and Grandchild ☐ Parents and Child	☐ Self ☐ Spouse ☐ Step-parent and Step-child ☐ Other

14 What is the current market value of the real property?	15 Was the mortgage assumed? (If Yes, state the amount and interest rate.) ☐ Yes ☐ No \$ %
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16 Does this conveyance divide a current parcel of land? ☐ Yes ☐ No	17 Was transfer through a real estate agent or a title company? (If Yes, include the name of the agent or title company contact.) ☐ Yes ☐ No
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18 Address of Property 18a ☐ No address assigned 18b ☐ Vacant land	19 Name and Address of Person to Whom the Tax Statement Should be Sent
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20 Legal Description (Attach additional pages, if needed.)

21 If agricultural, list total number of acres transferred in this transaction .

22 Total purchase price, including any liabilities assumed.	22 \$
23 Was non-real property included in the purchase? ☐ Yes ☐ No (If Yes, enter dollar amount and attach itemized list.) (see instructions)	23 \$
24 Adjusted purchase price paid for real estate (line 22 minus line 23)	24 \$

25 If this transfer is exempt from the documentary stamp tax, list the exemption number .

26 Is an affidavit as described in Neb. Rev. Stat. § 76-2-141 required because the property is located within a county or other geographic area with an active air force ballistic missile field? (See Instructions)
☐ Yes ☐ No

27 If yes, is the required affidavit attached to this filing? ☐ Yes ☐ No

Under penalties of law, I declare that I have examined this statement and that it is, to the best of my knowledge and belief, true, complete, and correct, and that I am duly authorized to sign this statement.

sign
here

Print or Type Name of Grantee or Authorized Representative	Phone Number
Signature of Grantee or Authorized Representative	Title
	Date

Register of Deed's Use Only		For Dept. Use Only
28 Date Deed Recorded Mo. Day Yr.	29 Value of Stamp or Exempt Number \$	30 Recording Data

QUIT CLAIM DEED

Return to: _____

GRANTOR(S), _____,

whether one or more, in consideration of _____,

receipt of which is hereby acknowledged, remises, conveys, releases and quit claims to GRANTEE(S),

_____,

the following described real estate (as defined in Neb. Rev. Stat § 76-201) _____ County, Nebraska:

Executed this _____ day of _____, 20____.

State of Nebraska, County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by

Notary Public Signature

Printed Notary Name

My Commission Expires: _____

A high-contrast, black and white photograph of three men in safety vests and hard hats standing in a field. One man on the right is holding a large, curved object, possibly a piece of equipment or a large pipe, which is the focus of their attention.

<https://dot.nebraska.gov/media/0sopjmah/row-manual.pdf>

Highways and Your Property

As our state, cities and towns grow it becomes necessary to make changes and improvements to our roads and highways.

To serve this broad public interest, it sometimes becomes necessary for the state to acquire private property to construct new highways or improve and modernize the existing ones. The citizens of the State of Nebraska, through their Legislature, have given the government entities statutory permission to acquire private property for this purpose. It is unfortunate that a private property owner must be inconvenienced in any way. However, the accomplishment of transportation projects would not be possible if the land necessary was not first acquired. There would be no highways, government buildings, railroads, irrigation systems, airports, military bases, or public convenience of transportation. Right-of-way acquisition is a necessary event in the normal course of progress.

The purpose of this brochure is to help you understand methods used by the Agency to acquire the land needed. Hopefully, this will provide the information you need and be a basis for mutual understanding and cooperation.

Valuation Process

Real property shall be appraised before the initiation of negotiations. The owner of a subject tract estimated to be valued in excess of \$10,000 shall be given an opportunity to accompany the appraiser during inspection of the subject property. When the appraiser views your property, it is to your advantage to offer comments concerning your land or business, particularly local peculiarities and operational requirements.

You should advise the appraiser if any of these conditions exist:

- There are other persons who have ownership or interest in the property.
- There are tenants on the property.
- Items of real or personal property that belong to someone else and are located on your property.
- The presence of hazardous material, underground storage or utilities.

The appraiser will inspect your property and note its physical characteristics. He or she will review sales of properties similar to yours in order to compare the facts of those sales with the facts about your property. The appraiser will analyze all elements that affect value.

The appraiser must consider normal depreciation and physical deterioration that has taken place. By law, the appraiser must disregard the influence of the future public project on the value of the property. This requirement may be partially responsible for any difference in the fair market value and market value of your property.

The appraisal report will describe your property and the agency will determine a value based on the condition of the property on the day that the appraiser last inspected it, as compared with other similar properties that have sold.

Upon completion of the report, a Review Appraiser analyzes the report and personally inspects your property. The Agency will establish the just compensation based on the recommendation of the Review Appraiser that will be offered for your property.

Exceptions to the Appraisal Requirements

Regulations provide that the appraisal may be waived:

- If you elect to donate the property and release the Agency from the obligation of completing an appraisal.
- If we believe the acquisition of your property is likely to be less than \$10,000, we will prepare a Waiver Valuation to determine your property's fair market value.
- When a Compensation Estimate is prepared, the appraiser is not required to contact the owner.

Procedures Used to Acquire Real Property for Public Use

You will then be contacted by a Right of Way Agent from the Agency who will make a written offer for your property. If only a portion of your property is being acquired, this offer will separate the amount for property acquired and the amount, if any, for damages to the remainder.

If there is a portion of your property which is considered by the Agency to be an uneconomic remainder, you will have the right to receive an offer from the Agency to acquire the remainder.

Appraisals are made for the mutual benefit of property owners and the Agency. The agent does not attempt to bargain or "horse trade" for a lesser amount. The agent is not authorized to go higher than the appraised value unless certain values or damage items have been overlooked in the appraisal. If this is the case, please bring it to the attention of the agent so it can be discussed with the appraiser.

The agent will explain the requirements of the Agency and present the written offer. The agent will submit to the owner a contract providing for the payment price offered by the state, a deed providing for the conveyance of the necessary right-of-way, and a payment document. The Agency will give you a reasonable amount of time to consider the offer and ask questions or seek clarification of anything that is not understood.

To complete the transaction, the owner will execute these documents. The documents will then be returned to the Agency for final review and approval.

The Agency will pay all closing costs associated with the conveyance of the property being acquired including the following reasonable and necessary costs:

- Recording fees, transfer taxes, documentary stamps, evidence of title, surveys, and similar expenses incidental to this property transaction.
- Penalty costs or charges for prepayment of pre-existing recorded mortgages.
- The pro rata share of real estate taxes allocated to the period after we own the property.

Payment

Upon approval of the documents, payment is then mailed directly to you, except in those instances where it is necessary to arrange for electronic payment.

There are basic administrative tasks which must be performed before the payment can actually be tendered, but every effort is made to insure you receive payment in the most expeditious manner.

The Agency then proceeds with the recording of the deed in the county's record.

What if a price cannot be agreed upon?

If agreement cannot be reached, the eminent domain law must be used. The Agency prepares all the applications and other documents necessary to institute formal condemnation proceedings. They are filed with the office of the county court in the county where the land is located.

The prospects of a condemnation should not cause fear or apprehension. The eminent domain law provides a means of settlement of honest disagreement and protects you as well as the Agency.

With proper notification to you, the county court appoints three local property owners as a Board of Appraisers. After viewing your property, the Board of Appraisers listens to your statements (or those of your representative) and those of the Agency. A formal report of their findings of value is filed with the county judge. This hearing is conducted at no expense to you unless you hire an attorney or other representative.

If you or the Agency are not satisfied with the award of the Board of Appraisers, either may appeal to District Court for determination by a jury.

The award by the Board of Appraisers is paid by the Agency directly to the County Court. You may then secure your payment from the County Court after the specified appeal period has lapsed. In the event either you or the Agency should elect to appeal the award, special arrangements may be made through the Agency's attorneys to withdraw the amount of the Agency's original written offer.

Warranty Deed

WARRANTY DEED – INDIVIDUAL (page 1)

PROJECT: C40(389), C004001815 C.N.: TRACT: 1

KNOW ALL MEN BY THESE PRESENTS:

THAT JERALD D. WOITASZEWSKI

hereinafter known as the Grantor, whether one or more, for and in consideration of the sum of (\$) DOLLARS in hand paid do hereby grant, bargain, sell, convey and confirm unto Hall County, the following described real estate situated in Hall County, and State of Nebraska, to-wit:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 11 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE S89°47'26"W ON AN ASSUMED BEARING AND ALL BEARINGS CONTAINED HEREIN ARE RELATIVE THERETO, ALONG THE SOUTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 33.00 FEET; THENCE N00°14'13"E, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING ON THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF WEST 13TH STREET; THENCE S89°47'26"W, A DISTANCE OF 544.95 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE N00°12'34"W, A DISTANCE OF 7.00 FEET; THENCE N89°47'26"E, A DISTANCE OF 545.00 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF SCHAUPPSVILLE ROAD; THENCE S00°14'13"W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.09 ACRES, MORE OR LESS.

THE EASEMENT AREA(S) MAY BE USED FOR ROADWAY GRADING AND CULVERT CONSTRUCTION DURING THE CONSTRUCTION OF THE PROJECT.

TOTAL AREA: 0.09
PREVIOUS AREA: 0.00
NEW AREA: 0.09
AREA UNITS: ACRES

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE-DESCRIBED REAL PROPERTY. SAID GRANTOR AND/OR HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE CONCERNING SAID MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

TO HAVE AND TO HOLD the premises above described, together with all Tenements, Hereditaments and Appurtenances thereunto belonging, unto Hall County, and to its successors and assigns forever.

And the Grantor does hereby covenant with Hall County, and with its successors and assigns that the Grantor is lawfully seized of said premises; that they are free from encumbrance; that the Grantor has good right and lawful authority to sell the same; and the grantor does hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons, whomsoever.

Warranty Deed cont'd

WARRANTY DEED – INDIVIDUAL (page 2)

PROJECT: C40(389), C004001815

C.N.:

TRACT: 1

C40(389)
HALL COUNTY

Signed this day of , A.D. 20 .

TRACT NO. 1
JERALD D. WOITASZEWSKI
HARRISON TOWNSHIP
S ½ OF SE ¼ OF SEC. 10-T11N-R11W

PE1

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10,
TOWNSHIP 11 NORTH, RANGE 11 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, HALL
COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE S89°47'26"W ON AN ASSUMED BEARING AND ALL BEARINGS CONTAINED HEREIN ARE RELATIVE THERETO, ALONG THE SOUTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 33.00 FEET; THENCE N00°14'13"E, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING ON THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF WEST 13TH STREET; THENCE S89°47'26"W, A DISTANCE OF 544.95 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE N00°12'34"W, A DISTANCE OF 7.00 FEET; THENCE N89°47'26"E, A DISTANCE OF 545.00 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF SCHAUPPSVILLE ROAD; THENCE S00°14'13"W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.09 ACRES, MORE OR LESS.

THE EASEMENT AREA(S) MAY BE USED FOR ROADWAY GRADING AND CULVERT CONSTRUCTION DURING THE CONSTRUCTION OF THE PROJECT.

TOTAL AREA: 0.09
PREVIOUS AREA: 0.00
NEW AREA: 0.09
AREA UNITS: ACRES

STATE OF)
) ss.
County)

On this _____ day of _____, A.D., 20_____, before me, a General Notary Public, duly commissioned and qualified, personally came _____

To me known to be the identical person whose name
affixed to the foregoing instrument as Grantor and acknowledged the
same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written

Notary Public

Warranty Claim cont'd

