

DRAFT

**RESOLUTION NO. R25-82**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING PURCHASE AGREEMENT WITH THE NEBRASKA DEPARTMENT OF TRANSPORTATION, REGARDING THE REAL PROPERTY LOCATED AT 3303 12 STREET, COLUMBUS, NEBRASKA 68601, AND ALSO KNOWN AS PARCEL IDENTIFICATION NUMBERS 710093632, 710093639, 710093653 (I.E., NDOT'S FORMER MAINTENANCE YARD), AND 710086961 FOR A TOTAL PURCHASE PRICE OF \$950,000; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF COLUMBUS.

WHEREAS, the City seeks to purchase the from the Nebraska Department of Transportation its former maintenance yard located in Columbus, Nebraska; and,

WHEREAS, the property to be acquired is located at 3303 12 Street, Columbus, Nebraska 68601. The County Parcel ID numbers of property are: 710093632, 710093639, 710093653, and 710086961. The property is legally described as follows:

A tract of land located in Lots 1-5, Block 15 and Lot 1-8, Block 16, Highland Park Addition, vacated 34th Ave, and Outlots 1-3, Drapers Outlots, City of Columbus, Platte County, Nebraska. Beginning at the Northeast corner of Lot 1, Block 16, Highland Park Addition; thence westerly a distance of 490.50 feet to a point on the centerline of the alley in Block 15, Highland Park Addition; thence southerly deflecting 090 degrees 00 minutes, 00 seconds left, a distance of 145.50 feet along the centerline of the alley to a point at the northeast corner of Lot 5, Block 15, Highland Park Addition; thence westerly a distance of 132.00 feet along the north line of said Lot 5 to the northwest corner of said Lot 5; thence southerly a distance of 48.5 feet to the southwest corner of said Lot 5 to the Northeast of corner of Outlot 3, Drapers Outlots; thence westerly along the north line of said Outlot 3, a distance of 330.00 feet to the northwest corner of said Outlot 3; thence southerly deflecting 090 degree, 00 minutes, 00 seconds left, a distance of 127.20 feet to a point on the northerly Union Pacific Railroad right of way line; thence easterly deflecting 095 degrees, 05 minutes 28 seconds left, a distance of 957.00 feet along said railroad right of way line to the southeast corner of Outlot 1, Drapers Outlots; thence northerly deflecting 84 degrees, 11 minutes, 11 seconds, a distance of 228.42 feet along the east line of Outlot 1, Drapers Outlots and Block 16, Highland Park Addition to the point of beginning, containing 178,529.66 square feet or 4.10 acres, more or less; and,

WHEREAS, in accordance with Neb. Rev. Stat. § 18-1755, proper notice was

given, and a public hearing has been conducted regarding the acquisition of said property;  
and

WHEREAS, a copy of the Purchase Agreement is attached hereto and incorporated herein by this reference; and

WHEREAS, the City desires to proceed with this property acquisition.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the Purchase Agreement with the Nebraska Department of Transportation regarding real property located at 3303 12 Street, Columbus, Nebraska, for a total purchase price of Nine Hundred Fifty Thousand Dollars (\$950,000.00); a copy of which is attached hereto and incorporated herein by this reference, is hereby approved; and, the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska.

This resolution shall repeal all resolutions or portions thereof in conflict herewith.

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY





Accountability - Dedication  
Honesty - Integrity - Respect

---

## MEMORANDUM

**DATE:** May 1, 2025  
**TO:** Public Property Committee  
**FROM:** Tara Vasicek, City Administrator  
**RE:** Nebraska Department of Transportation (NDOT), Maintenance Yard (MY) 31000

### RECOMMENDATION:

Purchase of the NDOT Maintenance Yard 31000 for \$950,000.

### DISCUSSION:

The NDOT has offered to the City the Maintenance Yard they previously occupied located North of UPRR, west of 33<sup>rd</sup> Avenue. The attached 'Need and Justification' memo was prepared collaboratively between the Administration, Wastewater, Parks and Police Departments. It provides details related to existing sites and the NDOT MY31000.

### FISCAL IMPACT:

\$950,000 total price, plus title insurance, split between the General Funds Capital Improvement Plan (CIP) the Wastewater Division.

\$475,000	General Fund CIP for Parks Department portion
\$475,000	Wastewater Division

### ALTERNATIVE:

Do not purchase and built new buildings in the future for these needs.

Current estimated costs to do so:


\$1,690,000 - New Police impound building

\$1,600,000 - New Parks & Rec Maintenance Expansion

\$2,345,000 - New Wastewater Maintenance Expansion buildings

\$5,635,000 – Total

### SIGNATURE:

By: 

---

## **PURCHASE AGREEMENT**

THIS PURCHASE AGREEMENT is made and entered into as of the date(s) indicated below, by and between City of Columbus, a municipal corporation in the State of Nebraska (hereinafter referred to individually as the "Buyer"), and the Nebraska Department of Transportation, an agency of the State of Nebraska (hereinafter referred to individually and/or collectively as the "Seller").

1. **SALE.** Seller shall sell and convey to Buyer, and Buyer shall purchase from Seller, all that certain plot, piece, and parcel of land, situated, lying and being in Platte County, Nebraska (hereinafter referred to as the "Real Property"), and being more particularly described as follows:

A tract of land located in Lots 1-5, Block 15 and Lot 1-8, Block 16, Highland Park Addition, vacated 34th Ave, and Outlots 1-3, Drapers Outlots, City of Columbus, Platte County, Nebraska. Beginning at the Northeast corner of Lot 1, Block 16, Highland Park Addition; thence westerly a distance of 490.50 feet to a point on the centerline of the alley in Block 15, Highland Park Addition; thence southerly defecting 090 degrees 00 minutes, 00 seconds left, a distance of 145.50 feet along the centerline of the alley to a point at the northeast corner of Lot 5, Block 15, Highland Park Addition; thence westerly a distance of 132.00 feet along the north line of said Lot 5 to the northwest corner of said Lot 5; thence southerly a distance of 48.5 feet to the southwest corner of said Lot 5 to the Northeast of corner of Outlot 3, Drapers Outlots; thence westerly along the north line of said Outlot 3, a distance of 330.00 feet to the northwest corner of said Outlot 3; thence southerly deflecting 090 degree, 00 minutes, 00 seconds left, a distance of 127.20 feet to a point on the northerly Union Pacific Railroad right of way line; thence easterly deflecting 095 degrees, 05 minutes 28 seconds left, a distance of 957.00 feet along said railroad right of way line to the southeast corner of Outlot 1, Drapers Outlots; thence northerly deflecting 84 degrees, 11 minutes, 11 seconds, a distance of 228.42 feet along the east line of Outlot 1, Drapers Outlots and Block 16, Highland Park Addition to the point of beginning, containing 178,529.66 square feet or 4.10 acres, more or less.

The address of said Real Property is: 3303 12th Street, Columbus, Nebraska 68601. The County Parcel ID numbers of this Real Property are: 710093632, 710093639, 710093653, and 710086961.

All personal items/property left on the Real Property by Seller shall be deemed to be included in the sale of the Real Property, and the Buyer may dispose of such personal items/property in any manner he sees fit.

2. **PURCHASE PRICE AND PAYMENTS.** Buyer shall pay the sum of Nine Hundred Fifty Thousand Dollars and No Cents (\$950,000.00) to the Seller. Buyer agrees

in consideration of purchase of the Real Property to pay such sum in the following manner:

- Nine Hundred Fifty Thousand Dollars and No Cents (\$950,000.00) by electronic transfer or by check mailed to Buyer on or before July 1, 2025.

3. **DEFAULT.** If Buyer fails to consummate this purchase according to the terms of this Agreement then Seller may, at Seller's sole option, retain any earnest money/down payment, if any was paid, as liquidated damages for such failure, and/or utilize other any and all such legal remedies as are available to Seller by reason of such failure.

4. **CLOSING AND POSSESSION OF REAL PROPERTY.** Buyer will submit payment in full to Seller. Upon Seller receiving said payment Seller shall immediately execute a Quitclaim Deed to evidence said transfer and return the Quit Claim Deed to Buyer for recording. Buyer is entitled to exclusive possession of the Real Property on July 1, 2025, or deposit by Buyer of the purchase funds, whichever is earlier.

5. **PROPERTY INSURANCE.** Seller shall at all times while this Agreement is operable, maintain and/or cause to be in effect, insurance policies (which may include, but not necessarily limited to): fire insurance, liability insurance, flood insurance, hazard insurance, and other risk insurances, that at a minimum are in amounts equal to the purchase price herein. All risk of loss concerning the Real Property sold hereunder shall pass to the Buyer at the time of closing.

6. **CONDITION OF REAL PROPERTY.** The Real Property (including all buildings, improvements, alterations, and fixtures located thereon) is being sold in "AS IS" condition; "WITH ALL FAULTS"; without any warranties as of the date of signing of this Agreement; and, with no representations, express, implied, or arising by operation of law (including those pertaining to the warranties of fitness for a particular purpose, merchantability, and habitability) being made relating to the nature, condition, or suitability of the Real Property. Buyer acknowledges that prior to the signing of this Agreement, he/she/they had the full opportunity to review and inspect the Real Property and that Buyer hereby explicitly agrees to take ownership of the Real Property and subject to the "AS IS" condition as stated herein. Similarly, it is understood between the parties that this Agreement is based upon Buyer's personal inspection of the premises and not upon any representations or warranties of condition by the Seller or anyone on Seller's behalf.

7. **UTILITIES.** Seller shall be responsible for payment of all utilities of the Real Property through closing. Buyer shall be responsible for all utilities after that date. All utilities shall be transferred to the Buyer's name as of the date of closing.

8. **REAL PROPERTY CONDITION DISCLOSURE STATEMENT AND LEAD-BASED PAINT DISCLOSURE.** The parties acknowledge that there is no property disclosure statement as required under Neb. Rev. Stat. § 76-2,120 because this Real Property is not residential; and, that no lead-based paint disclosure and lead based hazards form is required. To the extent that this Real Property is or maybe deemed residential then Buyer expressly waives any such disclosure.

9. **PUBLIC HEARING AND CITY COUNCIL APPROVAL REQUIRED.** This Agreement and the purchase of the Real Property by Buyer are subject to approval by the City Council and Mayor of the City of Columbus, Nebraska. Further, because this Agreement contemplates Buyer purchasing and acquiring an interest in real property, Buyer (as it is a municipality) is required by state law (Neb. Rev. Stat. § 18-1755) to provide the following: a public hearing on the acquisition of the interest in this real property. Therefore, this Agreement and sale of this Real Property is contingent upon said public hearing being conducted by the City Council of the City of Columbus, Nebraska, and upon a successful vote of the City Council approving said Agreement.

10. **NO CONTINGENCIES.** This Agreement is not contingent on any further inspection of the Real Property, unless otherwise stated herein.

11. **SELLER'S REPRESENTATION.** Seller represents and warrants to Buyer that he knows of no defects, hazardous materials, boundary line disputes, or other problems associated with the Real Property.

12. **MARKETABLE TITLE AND TITLE INSURANCE.** Seller represents that it is the sole legal owner of the Real Property. Seller agrees to convey good and marketable title, free of any and all encumbrances, except standard easements, restrictions, and utility easements of record to the Real Property to Buyer by Quitclaim Deed upon deposit by Buyer of the purchase funds.

At the discretion of Buyer, the Parties shall secure an owner's policy from a title company of its own choice which protects the Buyer to the full amount of the purchase price hereunder against loss and damage by reason of defect in the title of Seller in the Real Property or by reason of prior liens and encumbrances not assumed by the Buyer under this Agreement. Said title insurance and said Owner's policy shall be procured by the parties as soon as reasonably possible. Buyer shall pay for the total costs of the title policy/commitment. Seller agrees it shall not further encumber this Real Property during the term of this Agreement. If impermissible defects are shown (which are not otherwise considered/addressed in this Agreement), then Seller shall be given notice and a reasonable amount of time to cure said defects. If the impermissible title defects are not able to be cured, Buyer may elect to cancel and terminate this Agreement, and in such a situation the Agreement shall be considered void. The Title Standards issued by the Nebraska State Bar Association in effect as of the date of execution of this Agreement by both parties shall serve as a guide when resolving any dispute with respect to real estate title.

13. **NOTICES.** Notices, demands, or requests made between Buyer and Seller must be in writing and may be delivered in person or sent by first class mail to the following:

- Seller at:  
Nebraska Department of Transportation  
Attn: Todd Wicken, Property Management Supervisor Right of Way  
Division

PO Box 94759  
Lincoln, NE 68502

- Buyer at:  
City of Columbus  
Attn: City Administrator  
2500 14th Street, Ste 3  
Columbus, Nebraska, 68601

All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been given the date of service if served personally on the party to whom notice is given or on the third (3rd) day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as shown above.

14. **TIME OF THE ESSENCE.** Time is of the essence in this matter.

15. **NON-WAIVER.** The failure by either Party to require performance of any provision of this Agreement shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

16. **MODIFICATION OF AGREEMENT.** This Agreement may not be modified, altered, changed, or amended except by written instrument executed by all Parties hereto.

17. **BINDING EFFECT.** The Agreement shall be binding upon the heirs, personal representatives, administrators, successors and assigns of the respective Parties hereto.

18. **AUTHORIZATION.** Both parties' execution, delivery, and performance of this Agreement has been duly authorized by all necessary action by the parties and does not conflict with, result in a violation of, or constitute a default under any provision of any agreement or other instrument binding upon the parties, with any law, regulation, or court order that is applicable to the parties in any way.

19. **CAPTION HEADINGS.** Caption Headings in this Agreement are for convenience only and are not to be used to interpret or define the provisions of the Agreement.

20. **SINGULARS / PLURALS / CONTEXT.** Whenever required by the context, the singular shall include the plural, the plural the singular, and one gender shall include all genders. When not inconsistent with the context, words used in the present tense include the future. The words "shall" and "will" are mandatory, and the word "may" is permissive.

21. **EFFECTIVE DATE.** The effective date of this Agreement shall be the date which all Parties have signed and approved this Agreement.

22. **APPLICABLE LAW.** The Parties agree that Nebraska law shall govern this Agreement. The Parties shall submit to personal jurisdiction and subject matter jurisdiction of the State of Nebraska in Platte County for any dispute between the Parties.

23. **SEVERABILITY.** Invalidation of any one or more of the provisions of this Agreement by judgment or court order shall in no way affect any other provisions of the Agreement and all which other provisions shall remain in full force and effect.

24. **MERGER AND INTEGRATION CLAUSE.** This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.

25. **FAXED/SCANNED SIGNATURES AND MULTIPLE COUNTERPARTS.** This Agreement may be executed in multiple counterparts with faxed or scanned signatures, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

\*\*\*\*\*Remainder of Page Left Intentionally Blank\*\*\*\*\*

IN WITNESS WHEREOF, the Buyer executed this Agreement effective this \_\_\_\_ day of \_\_\_\_\_, 2025:

City of Columbus:

\_\_\_\_\_  
James B. Bulkley, as Mayor of and  
on behalf of the City of Columbus

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF PLATTE    )

Before me, a notary public, qualified for said county, personally came James B. Bulkley, as Mayor of and on behalf of the City of Columbus, a Municipal Corporation, known to me to be the identical person who signed the foregoing Purchase Agreement and acknowledged the execution thereof to be his voluntary act and deed.

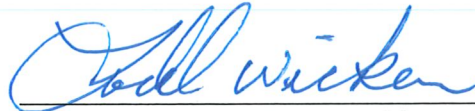
Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

IN WITNESS WHEREOF, the Seller has executed this Agreement effective this 28<sup>th</sup>  
day of MAY, 2025:



Todd Wicken, as Property Management  
Supervisor, Right of Way Division, of the  
Nebraska Department of Transportation,  
and as authorized agent for the same.



[illegible]

Before me, a notary public, qualified for said county, personally came Todd Wicken, as Property Management Supervisor, Right of Way Division, of the Nebraska Department of Transportation, and as authorized agent for the same, known to me to be the identical person who signed the foregoing Purchase Agreement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this 28<sup>th</sup> day of May, 2025.



Risa Johnson  
Notary Public



Accountability - Dedication  
Honesty - Integrity - Respect

City Hall  
2500 14<sup>th</sup> St., Suite 3  
Columbus, NE 68601  
402-562-4309  
[www.columbusne.us](http://www.columbusne.us)

## NEED & JUSTIFICATION LAND ASSESSMENT

*Date:* 5/5/2025

*Prepared By:* Braden Labenz, EI

*Project Title:* Need & Justification for Public Works Dept and Parks & Rec. Dept Use

*Proposed Seller:* Nebraska Department of Transportation (NDOT)

*Acquiring Entity:* City of Columbus, Nebraska

### 1. Purpose of Acquisition

The purpose of this land acquisition is to provide additional property to meet the operational needs of the City of Columbus' Wastewater division of the Public Works Department and Parks and Recreation Department. This land will allow the City to improve public service delivery, expand recreational amenities, and support long-term infrastructure and maintenance planning.

### 2. Property Details

Address: 3303 12<sup>th</sup> Street, Columbus NE

Parcel ID(s): 710093632, 710093639, 710093653, 710086961

Current Owner: Nebraska Department of Transportation (NDOT)

Proposed Use: Public Works Department and Park & Recreation Maintenance Use

Acreage: 4.10 Acres

#### Legal Description (per NDOT):

A tract of land located in Lots 1-5, Block 15 and Lots 1-8, Block 16, Highland Park Addition, vacated 34<sup>th</sup> Ave, and Outlots 1-3, Drapers Outlots, City of Columbus, Platte County, Nebraska, described as follows:

Beginning at the Northeast corner of Lot 1, Block 16, Highland Park Addition; thence westerly a distance of 490.50 feet to a point on the centerline of the alley in Block 15, Highland Park Addition; thence southerly deflecting 090 degrees 00 minutes, 00 seconds left, a distance of 145.50 feet along the centerline of the alley to a point at the northeast corner of Lot 5, Block 15, Highland Park Addition; thence westerly a distance of 132.00 feet along the north line of said Lot 5 to the northwest corner of said Lot 5; thence southerly a distance of 48.5 feet to the southwest corner of said Lot 5 to the Northeast corner of Outlot 3, Drapers Outlots; thence westerly along the north line of said Outlot 3, a distance of 330.00 feet to the northwest corner of said Outlot 3; thence southerly deflecting 090 degree, 00 minutes, 00 seconds left, a distance of 127.20 feet to a point on the northerly Union Pacific Railroad right of way line; thence easterly deflecting 095 degrees, 05 minutes, 28 seconds left, a distance of 957.00 feet along said railroad right of way line to the southeast corner of Outlot 1, Drapers Outlots; thence northerly deflecting 84 degrees, 11 minutes, 11 seconds, a distance of 228.42 feet along the east line of Outlot 1, Drapers Outlots and Block 16, Highland Park Addition to the point of beginning, containing 178,529.66 square feet or 4.10 acres, more or less.

### **3. Valuation and Appraisal**

The Nebraska Department of Transportation stated they intend to dispose of their Old Maintenance Yard Number 31000. They chose to offer the surplus maintenance yards to local government entities prior to opening it to the general public. They will sell the land at the appraised value per their internal policies.

An independent, certified real estate appraisal has been obtained by the Nebraska Department of Transportation in accordance with Nebraska state statutes to confirm fair market value. The NDOT also conducted an internal review appraisal. Both of these are attached as Exhibits J and K.

The official offer letter is attached as Exhibit C. A final agreement will be presented to council when available.

Appraisal Value: ***\$950,000.00***

### **4. Existing and Proposed Use Statements**

#### Wastewater Division of Public Works Department

A full description of the existing and proposed uses can be read in Exhibit H. The following list are the key points of the statement:

- Separate the Wastewater Collection Division from the Water Utility Distribution Division
  - Could be required per a proposed federal law and is an industry trend
- Sufficient space for equipment, vehicles, and personal
- Reduce response time for service calls

#### Parks & Recreation Department

A full description of the existing and proposed uses can be read in Exhibit I. The following list are the key points of the statement:

- Sufficient space for equipment, vehicles, and personal
- Allow for Police Department expansion for large evidence, long-term storage, and impound area
- Warm storage for necessary assets (i.e.–vehicles, soils, plants, and repair parts)
- Future expansion area for a greenhouse

#### Police Department

The Police Department supports the purchase of the new land and the moving of the parks department to that location. This enables the PD to grow at the current Park Maintenance site. Being able to utilize the entire building where the parks department is currently would be the most beneficial for our department. The location near the gas pumps for inside storage allows PD to use a building they are already using, and provides more room for this inside storage. The inside storage is normally for vehicles that are seized as evidence. This location has much more traffic than the impound lot near the compactor. Police officers fill their squad cars with fuel at the beginning or end of shift, which is an additional positive to the security of the location. Putting a building up for this purpose near the transfer station and outside impound lot would not afford the same sort of security that the parks department building would. The cost savings is another significant advantage of this plan.

### Nebraska Department of Transportation

The property under consideration is presently used by NDOT for a variety of operational needs, including outdoor equipment storage and construction material staging. The site includes stalls for construction waste storage and houses salt brine containers, though their future disposition is still uncertain. The facility is equipped with two main buildings—each with truck bays, office spaces, break rooms, and storage areas designed to support maintenance and construction operations. The truck bays are sized for tight accommodation of straight trucks outfitted with plows. The space also includes designated office areas, reception, and support spaces for technical and administrative functions.

## **5. Anticipated Alternative Financial Calculations**

<b><i>Alternatives for Necessary City Functions</i></b>		
<i>Description</i>	<i>Cost (\$/SF)</i>	<i>Total Cost (\$)</i>
New Police Impound Lot & Building (Metal Building ~13,000 SF)	130	1,690,000
New Parks & Recreation Maintenance Expansion (Metal Building ~8,000 SF)	200	1,600,000
New Wastewater Maintenance Expansion (Metal Building ~7,600 SF) (Metal Storage Buildings ~6310 SF)	200 130	1,520,000 825,000
Limitations: <ul style="list-style-type: none"><li>• No land costs are included in these estimates</li><li>• No land improvements are included, i.e. - facility improvements, utility improv.</li><li>• All building dimensions are approximations</li><li>• \$/SF values are based off recent relevant projects around Columbus</li></ul>		

## **6. Attachments**

- Exhibit A – Property Overview
- Exhibit B – Columbus Maintenance Yard 3100 Plat
- Exhibit C – NDOT Maintenance Yard Offer Letter
- Exhibit D – Existing Land Use, NDOT Maintenance Yard
- Exhibit E – Existing Land Use, Public Works Department
- Exhibit F – Existing Land Use, Parks & Recreation Department
- Exhibit G – Proposed Land Use, Public Works and Parks & Rec.
- Exhibit H – Proposed Land Use, Parks & Rec. Building
- Exhibit I – Need & Justification Letter, Public Works Director
- Exhibit J – Need & Justification Letter, Parks & Rec. Director





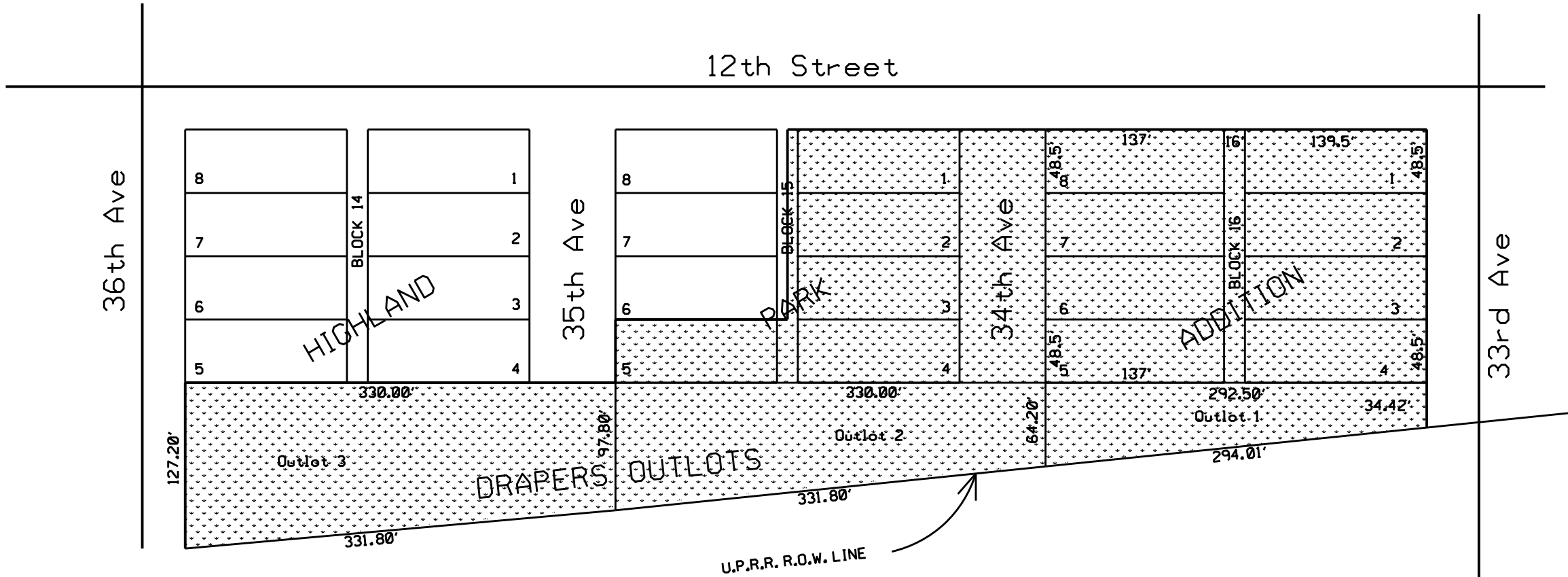


EXHIBIT B

31000

N

1" = 100'



Lots 1-6 & 8, Blk 16, Highland Park  
& Outlot 1, Drapers Outlots  
purchased March 11, 1932  
recorded in Book 75, Page 208

Lot 7, Block 16, Highland Park  
purchased March 12, 1932  
recorded in Book 75, Page 203

Outlots 2 & 3, Drapers Outlots  
purchased June 6, 1957  
recorded in Book 108, Page 119

Lots 3 & 4 and East 1/2 of alley, Blk 15, Highland Park  
purchased December 17, 1969  
recorded in Book 145, Page 443

Lot 5 and West 1/2 vacated alley, Blk 15, Highland Park  
purchased Decmebr 18, 1969  
recorded in Book 145, Page 445

Lots 1 & 2, Blk 15, Highland Park,  
purchased January 4, 1988  
recorded in Book 182, Page 555

PLAT  
MAINTENANCE YARD  
COLUMBUS

OWNED BY  
DEPT. OF TRANSPORTATION  
STATE OF NEBRASKA

DRAWN BY:  
DATE:

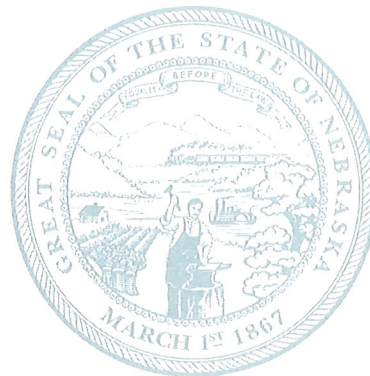
# EXHIBIT C

# NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

April 24, 2025



Jim Pillen, Governor

City of Columbus  
Attn: Tara Vasicek  
2500 14<sup>th</sup> Street, Suite 3  
PO Box 1677  
Columbus, NE 68602-1677

Re: Maintenance Yard 31000  
Columbus, NE

Dear Ms. Vasicek:

Reference is made to the Cities request to purchase a former NDOT Maintenance Yard located in Drapers Outlots 1, 2, & 3, Highland Park Addition Lots 1-5, Block 15, Lots 1-8, Block 16 & Vacated 34th Ave in Columbus, Platte County, Nebraska.

This office is now prepared to offer this tract to the City of Columbus for the amount of \$950,000.00. If you still wish to purchase this tract, please send a check, made payable to the Nebraska Department of Transportation, in the enclosed envelope. Also, please provide this office with the following information:

**Name or names as you wish them to appear on the deed, and Your Telephone Number.**

If you are no longer interested in this tract, please notify this office before June 1, 2025, so that we may keep our files current. Enclosed is a copy of the plat and legal description for your information. If you have any questions, please feel free to contact this office at (402)479-4462 or email: [todd.wicken@nebraska.gov](mailto:todd.wicken@nebraska.gov)

Sincerely,

Todd Wicken  
Property Management Supervisor  
Right of Way Division

Vicki Kramer, Director  
Department of Transportation

MAILING ADDRESS

PO Box 94759  
Lincoln, NE 68509-4759

PHYSICAL ADDRESS

1500 Nebraska Parkway  
Lincoln, NE 68502

PHONE

402-471-4567

EMAIL

[NDOT.ContactUs@nebraska.gov](mailto:NDOT.ContactUs@nebraska.gov)


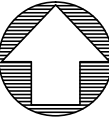
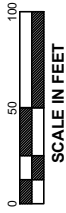

[dot.nebraska.gov](http://dot.nebraska.gov)



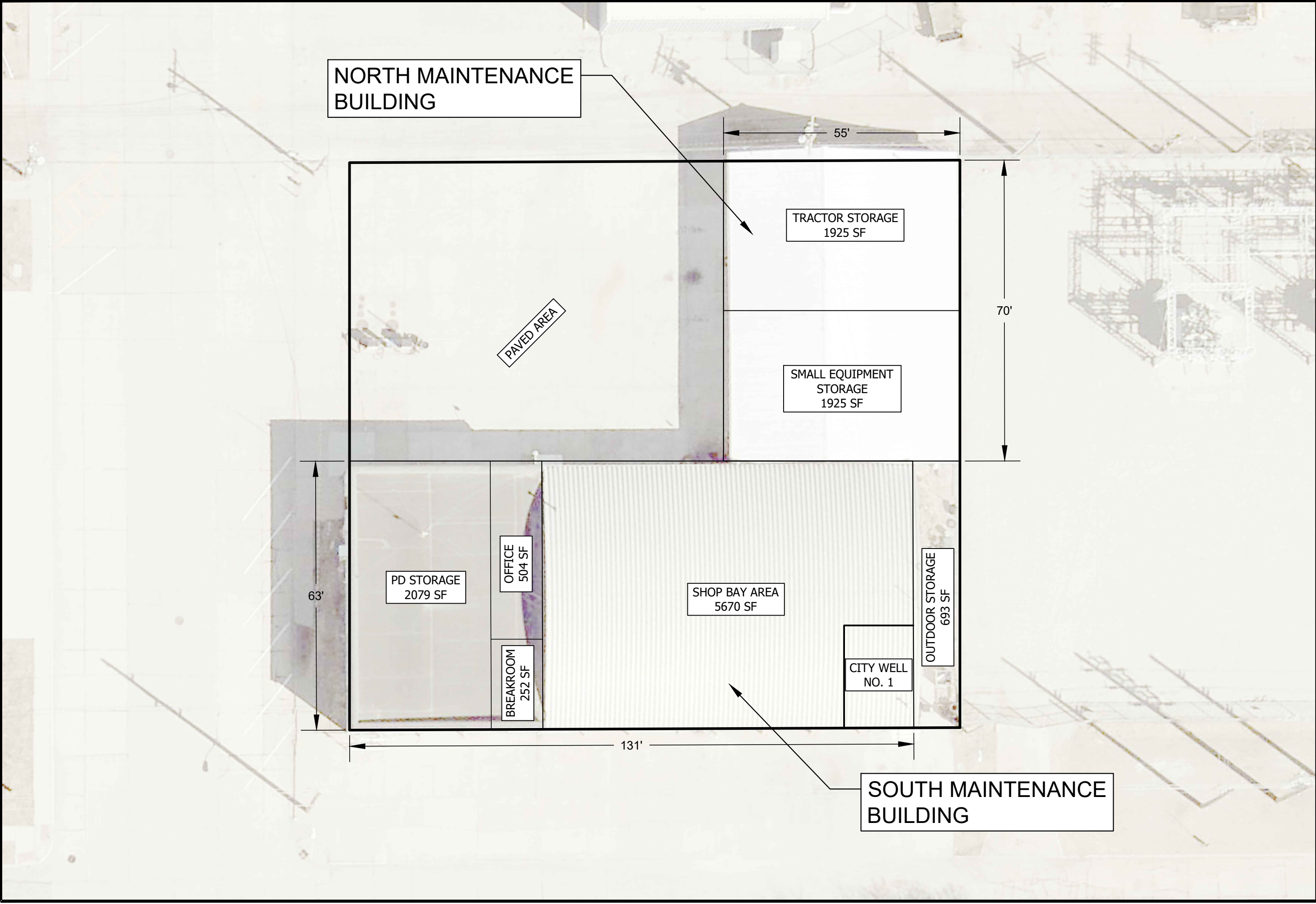



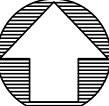






REVISIONS		 THE CITY OF <b>COLUMBUS</b> <b>NEBRASKA</b> ENGINEERING DEPARTMENT (402) 562-4309		 SCALE IN FEET	<b>LAND ASSESSMENT</b> <b>EXISTING LAND USE,</b> <b>PUBLIC WORKS DEPARTMENT</b>	DRN BY: <u>BEL</u>
						DATE: <u>05/05/2025</u>
						REV No. _____
						CIP No. _____
						 <b>Nebraska 811</b> Know what's below. 811 before you dig.
						SHEET <b>EXHIBIT-E</b>





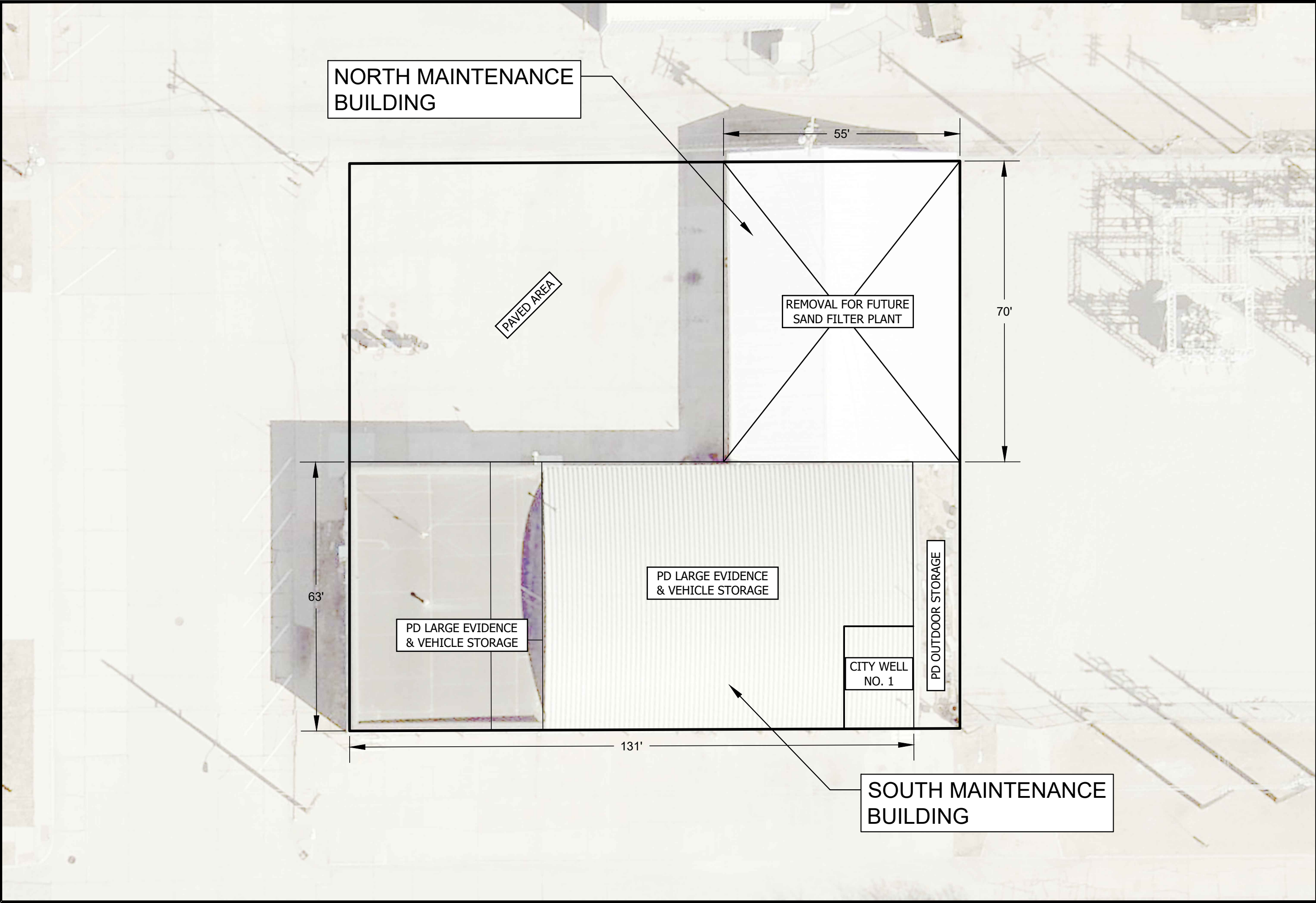
REVISIONS	
<div><div><div>THE CITY OF</div><div>COLUMBUS</div><div>NEBRASKA</div><div>ENGINEERING DEPARTMENT</div><div>(402) 562-4309</div></div><div></div></div>	
	
 <div>SCALE IN FEET</div>	
<div>LAND ASSESSMENT</div> <div>EXISTING LAND USE, PARKS &amp; RECREATION DEPT</div>	
<div>DRN BY: BEL</div> <div>DATE: 05/05/2025</div> <div>REV No.:</div> <div>CIP No.:</div> <div><div>Know what's below. 811 before you dig.</div></div> <div>SHEET EXHIBIT-F</div>	





LAND ASSESSMENT		REVISIONS	
PROPOSED LAND USE, PUB. WORKS & PARKS & REC.		THE CITY OF <b>COLUMBUS NEBRASKA</b> ENGINEERING DEPARTMENT (402) 562-4309	
DRN BY: BEL		COLUMBUS SOUTHERN WATER CITY OF	
DATE: 05/05/2025		SCALE IN FEET 0 35 70	
REV No.		UP	
CIP No.		CITY OF COLUMBUS	
Nebraska 811 Know what's below. 811 before you dig.		CITY OF COLUMBUS	
SHEET EXHIBIT-G		CITY OF COLUMBUS	





REVISIONS	
THE CITY OF <b>COLUMBUS</b> <b>NEBRASKA</b> ENGINEERING DEPARTMENT (402) 562-4309	
 SCALE IN FEET	
<b>LAND ASSESSMENT</b>	
<b>PROPOSED LAND USE, PARKS &amp; REC. BUILDING</b>	
DRN BY: BEL	DATE: 05/05/2025
REV No.	
CIP No.	
SHEET <b>EXHIBIT-H</b>	



# EXHIBIT I

**Accountability - Dedication**  
**Honesty - Integrity - Respect**

City Hall | Public Works Department  
2500 14<sup>th</sup> St., Suite 3  
Columbus, NE 68601  
402-562-4260  
[www.columbusne.us](http://www.columbusne.us)

April 25, 2025

The following NDOT surplus property west of 33<sup>rd</sup> Ave and 12<sup>th</sup> Street, has been offered to the City of Columbus.

The property has a west building that has office space and 6 truck bays with 14' Overhead Doors. This building would be a perfect site to separate and house the Wastewater Collection division from the Water Utility Distribution equipment and inventory.

This property could be utilized for separation of utility sewer service trucks that are on call 24-7 and must be stored in heated bays. There is ample space for repair of pumps and equipment storage as well as room for inventory storage.

The industries trend has seen a push to separate potable water and wastewater divisions to not be housed in the same facilities for various health reasons.

The Utility staff could also utilize the office space for operations, training for sewer related day to day operations, including the wastewater Scada control systems.

The East 7 bay shop and office space would be utilized Parks dept as well as the other out buildings and site would be shared with the Parks Dept.

This space and area will make for a safer enter exit plan for truck traffic. Will eliminate the delayed call response time as NECRR blocks the tracks and crossings, multiple times of the day and night. Currently some parking and staging of equipment is taking place along the east property line of CMF, which is actually on the ROW of Ne Central Rail Road.

Office space vacated at the CMF will be utilized by the Water Utility Superintendent as well as the smaller utility breakroom will become a smaller meeting room at CMF.

Water Distribution equipment and inventory will remain housed at the Current CMF.

Thank you,

Chuck Sliva  
Public Works Director  
City of Columbus  
Phone: 402-562-4260



# EXHIBIT J

City Hall | Parks and Rec  
2500 14<sup>th</sup> St.  
Columbus, NE 68601  
402-562-4232  
columbusne.us

April 28, 2025

The NDOT property west of 33<sup>rd</sup> Ave and 12<sup>th</sup> street has been offered to the City of Columbus. Below are the Parks Departments intentions:

- We would utilize the east 7 bays and office space for the parks department. This would give us additional square footage for our shop and warm storage as well as additional outdoor storage space in a secured location.
- Warm storage is important as much of our equipment runs off of diesel and is utilized in the cold and winter months.
- We intend to use the open space just south of the building as a future site for a park greenhouse as our department explores cost savings measures and the utilization of native vegetation that work well with our sandy soils.
- We intend to bring any of our equipment that can be stored outside, like playground repair parts and turf, to this location so that it can be better secured.
- The office space will be used for the Park Superintendent and the smaller areas will be used for smaller staff meetings and a breakroom area.

The current Parks Department is partially used by PD for evidence collection. The rest of the shop would be a good option for when they have multiple vehicles they are searching.

Thank you,

Betsy Eckhardt

---

**EXHIBIT J**

**EXCESS LAND APPRAISAL**

**Project Number: MY31000  
Columbus, Nebraska  
Platte County**

**Nebraska Department of Transportation  
Right of Way Division**

**Date Signed  
09/30/2024**

**Tim Lentz  
Salaried Staff Appraiser**



09/30/2024

Tim Mullin, Chief Appraiser  
Nebraska Department of Transportation  
Right of Way Division  
1600 Highway 2, PO Box 94759  
Lincoln, NE 68509-4759

Reference:                      Project #                      MY31000

Dear Tim Mullin,

In accordance with your request, I submit the required appraisal for the above referenced parcel of excess land. The assignment consisted of determining the market value of land considered to be surplus right of way. The tract is analyzed and the results are included this report. This report contains general information about area as well as specific data gathered about the subject parcel. All sales researched for this parcel and considered comparable to the subject tract are included in this report.

My inspection of the subject parcel was completed on 08/07/2024, which is also the effective date of this report. The intended use of this appraisal is for assistance in the disposal of property rights considered surplus to the needs of the Nebraska Department of Transportation. The function of the report is to provide the State of Nebraska Department of Transportation with a basis of negotiations for real property disposition. The report is not intended for any other use or other users.

The report is presented as a narrative, summary appraisal report. The report considers the influence of social, economic, governmental and environmental factors in addition to an analysis of the subject property and applicable market data.

Basic assumptions and limiting conditions used in the appraisal are contained within this report. Various maps, photographs, drawings, and other exhibits are included in related portions of this report or in the Addenda. The Engagement Letter (if provided) is also included in the Addenda. Whenever possible, all sale comparables were confirmed with buyers, sellers, and/or agents or concerned parties.

Please feel free to contact the undersigned if you have questions or need additional information.  
Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tim S. Lentz", is enclosed within a thin black rectangular border.

Tim Lentz  
Salaried Staff Appraiser



## CERTIFICATE OF APPRAISER

**This opinion of value may not meet minimum standards contained in the Uniform Standards of Professional Appraisal Practice and is not governed by the Real Property Appraiser Act.**

**[In accordance with Neb. Rev. Stat. Section 76-2221(1)]**

**This opinion of value conforms to the requirements of Federal law (42 USC 4601 – 4655), Federal Rules and Regulations (49, CFR, Part 24 as amended) and the Nebraska Department of Transportation Right of Way Manual as approved by the Federal Highway.**

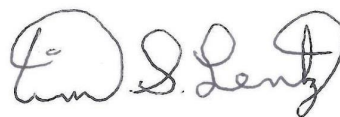
I certify that, to the best of my knowledge and belief:

- The statements of fact reported in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- That I understand that such estimate is to be used in connection with the sale of excess land.
- That I have not revealed the findings and results of such estimate to anyone other than the proper officials of the acquiring agency or officials of the Federal Highway Administration, and will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
- My determination of fair market value has been reached independently based on the appraisal and other factual data of record without collaboration or direction.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this appraisal or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined value or direction of value that favor the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report was prepared in conformity with the appropriate State laws, regulations and policies and procedures applicable to appraisal of fair market value.
- I have made a personal inspection of the property that is the subject of this report. I have made a personal inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal.
- No one provided significant real property appraisal assistance to the person signing this certification.

My opinion of fair market value of excess land as of 08/07/2024 is \$950,000.00 based on my independent estimates and the exercise of my professional judgment.

09/30/2024

Date



Tim Lentz

*Salaried Appraiser for NDOT*

## DEFINITIONS

### **Access Control**

Access control is the regulation of access, through the limitation of public access rights to and from properties abutting the highway facility. It is the condition where the right of property owners use and enjoyment of access is controlled by the department. (*State of Nebraska, Department of Transportation, Right of Way Division, Right of Way Manual, 4.06*)

### **Appraisal**

The act or process of developing an opinion of value; an opinion of value. of or pertaining to appraising and related functions such as appraisal practice or appraisal services. (*Uniform Standards of Professional Appraisal Practice, 2010-2011, p. U-1*)

### **Appraiser**

One who is trained and educated in the methods of determining the value of property through analysis of various factors which determine value. (*The Real Estate Dictionary, Seventh Edition, International Right of Way Association, p. 15*)

### **Appraisal Review**

The act or process of developing and communicating an opinion about the quality of another appraiser's work that was performed as part of an appraisal, appraisal review, or appraisal consulting assignment. (*Uniform Standards of Professional Appraisal Practice 2010-2011, p. U-1*)

### **Assignment**

An agreement between an appraiser and a client to provide a valuation service. (*Uniform Standards of Professional Appraisal Practice, 2010-2011, p. U-2*)

### **Condemnation**

The taking of private property for public use. Consent of the owner is not required but fair compensation must be paid. (*The Real Estate Dictionary, Seventh Edition, International Right of Way Association, p. 47*) (*See eminent domain*)

### **Easement**

A right acquired by public authority to use or control property for a designated highway purpose. (*American Association of State Highway Transportation Offices*). In general, an easement is either permanent or temporary.

### **Eminent Domain**

A governmental right to acquire private property for public use by condemnation, and the payment of just compensation. (*The Real Estate Dictionary, Seventh Edition, International Right of Way Association, p. 71*) (*See Condemnation*)

**Extraordinary Assumption**

An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinion or conclusions. (*Uniform Standards of Professional Appraisal Practice 2010-2011, p. U-3*)

**Fair Market Value**

Guidelines for the determination of fair market value as laid down by the courts and usually referred to as the willing buyer-willing seller concept are as follows:

The price which would be paid by a willing buyer, not compelled to buy, to a willing seller, not compelled to sell, assuming that both buyer and seller are fully informed as to the uses and limitations of the property and that a reasonable time is allowed in which to find a purchaser.

(*State of Nebraska, Department of Transportation, Right of Way Division, Right of Way Manual, 8.03*)

**Fee Simple**

An estate under which the owner is entitled to unrestricted powers to dispose of the property, and which can be left by will or inherited. Commonly, a synonym for ownership. (*The Real Estate Dictionary, Seventh Edition, International Right of Way Association, p. 80*)

**Highest and Best Use**

The use of land which will result in its highest value. In appraisal this cannot be merely theoretical but must be realistic in that the use must be legal (proper zoning, etc.), physically achievable and financially feasible. (*The Real Estate Dictionary, Seventh Edition, International Right of Way Association, p. 99*)

**Hypothetical Condition**

That which is contrary to what exists but is supposed for the purpose of analysis. (*Uniform Standards of Professional Appraisal Practice 2010-2011, p. U-3*)

**Improvements**

Buildings or other relatively permanent structures or developments located, or attached to, land. (*The Dictionary of Real Estate Appraisal, Appraisal Institute, Fourth Edition, p. 142*)

**Intended Use**

The use or uses of an appraiser's reported appraisal, appraisal review, or appraisal consulting assignment opinions and conclusions, as identified by the appraiser based on communication with the client at the time of the assignment. (*Uniform Standards of Professional Appraisal Practice, 2010-2011, p. U-3*)

**Intended User**

The client and any other party as identified, by name or type, as users of the appraisal, appraisal review, or appraisal consulting report by the appraiser on the basis of communication with the client at the time of the assignment. (*Uniform Standards of Professional Appraisal Practice, 2010-2011, p. U-3*)

### **Just Compensation**

Just compensation has been defined by the Right of Way Committee of AASHTO as the full and fair equivalent for the loss sustained by the owner as a result of taking or damaging of private property for highway purposes. In an opinion of the Nebraska Supreme Court it is..."that amount of money or its equivalent which will compensate the owner; so that he is in the same financial position as he was before his property was taken or damaged for a public purpose. This is the amount of money which will make the owner no richer or no poorer than he was before the taking or damaging of his property."

In measuring the just compensation to which any property owner is entitled under eminent domain taking, the courts have held that it shall be measured in terms of fair market value. (*State of Nebraska, Department of Transportation, Right of Way Division, Right of Way Manual, 8.02*)

### **Leasehold Interest**

The interest held by the lessee (tenant or renter) through a lease transferring the rights of use and occupancy for a stated term under certain conditions. (*The Dictionary of Real Estate Appraisal, Appraisal Institute, Fourth Edition, p. 162*)

### **Neighborhood**

A group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises. (*The Dictionary of Real Estate Appraisal, Appraisal Institute, Fourth Edition, p. 193*)

### **Personal Property**

Any property which is not designated by law as real property. (*The Real Estate Dictionary, Seventh Edition, International Right of Way Association, p. 146*) Generally, this refers to any personal items that are not attached to the land or improvements existing on the land.

### **Property Lines**

The boundary line of a parcel of land. (*The Real Estate Dictionary, Seventh Edition, International Right of Way Association, p. 154*)

### **Real Estate**

Lands and anything permanently affixed to the land, such as buildings, fences, and those things attached to the buildings, such as light fixtures, plumbing and heating fixtures, or other such items which would be personal property, if not attached. (*The Real Estate Dictionary, Seventh Edition, International Right of Way Association, p. 159*)

### **Real Property**

The interests, benefits, and rights inherent in the ownership of real estate. (*Uniform Standards of Professional Appraisal Practice, 2010-2011, p. U-4*)

### **Right of Way**

A strip of land which is used as a roadbed, either by a street or railway. Land is set aside as an easement or in fee, either by agreement or by condemnation. (*The Real Estate Dictionary, Seventh Edition, International Right of Way Association, p. 167*)

**Scope of Work**

The type and extent of research and analysis in an assignment. (*Uniform Standards of Professional Appraisal Practice, 2010-2011, p. U-4*)

**Severance Damage**

Damage to the value of the remaining property in condemnation, caused by the partial taking and subsequent construction of the road, building, or other use for which the taking took place. (*The Real Estate Dictionary, Seventh Edition, International Right of Way Association, p. 174*)

**The Unit Rule**

The Unit Rule is:

- A. The land must be under the same ownership
- B. The land must be contiguous
- C. The land must be under the same use

The State of Nebraska utilizes this rule to determine the parent parcel size during the appraisal of right of way.

**USPAP**

Uniform Standards of Professional Appraisal Practice, or USPAP. The purpose of USPAP is to promote and maintain a high level of public trust in appraisal practice by establishing requirements for appraisers. (*Uniform Standards of Professional Appraisal Practice, 2010-2011, p. U-6*)

**Waiver Valuation**

The term waiver valuation means the valuation process used and the product produced when the NDOT determines that an appraisal is not required, pursuant to §24.102(c)(2) appraisal waiver provisions (49 CFR Part 24).

## SUMMARY OF SALIENT FACTS

Project Number:	MY31000
Control Number:	
Location:	North of UPRR, west of Highway 30/81
Legal Description:	A tract of land located in Lots 1-5, Block 15 and Lots 1-8, Block 16, Highlands Park Addition, vacated 34th Ave, and Outlots 1-3, Drapers Outlots, City of Columbus, Platte County, Nebraska (See attached for full legal description.
Client:	Nebraska Department of Transportation, Right of Way Division
Purpose of the appraisal:	To estimate fair market value applicable under the laws of the State of Nebraska.
Function of the appraisal:	To provide the State of Nebraska Department of Transportation with a basis of negotiations for real property disposal.
Interests being appraised:	Fee Simple
Date of Inspection:	08/07/2024
Effective Date:	08/07/2024
Recorded Ownership:	State of Nebraska
Current Use:	Industrial
Highest & Best Use:	Industrial
Lot size:	178,529.66 Sq. Ft.
Zoning:	The subject is zoned C-1 Light Industrial District. The area is subject to the zoning regulations of City of Columbus, NE.
Date report signed:	09/30/2024

## **ASSUMPTIONS AND LIMITING CONDITIONS**

### **Identification of the Property**

The legal descriptions given to the appraiser are assumed to be correct; however, they have not been confirmed by a survey. The appraiser assumes no responsibility for such a survey or for encroachments or overlapping that might be revealed thereby. The appraiser renders no opinion of a legal nature, such as to ownership of the property or condition of title. The appraiser assumes the title to the property to be marketable; that the property is an unencumbered fee; and that the property does not exist in violation of any applicable codes, ordinances, statutes, or other governmental regulations.

### **Information and Data**

The appraiser has considered information from city, county, state, and federal governments; buyers and sellers of real estate; real estate professionals and others. This information and data received is believed to be reliable, but no further responsibility is implied for its accuracy.

### **Sketches and Maps**

Any sketches included in the report are only for the purpose of aiding the reader in visualizing the property and are not based on survey. Sizes and dimensions are not necessarily shown to scale.

### **Size and Dimensions**

Size and dimensions of the subject tracts and comparable sales are based on information obtained from county records, plats, cadastral maps, aerial photos, and other credible sources. This information is available from governmental entities, the internet and other reliable sources. The information is assumed correct as provided.

### **Unapparent Conditions**

The appraiser assumes that there are no hidden or unknown conditions pertaining to the property, soils or structures that would render it more or less valuable than other comparable properties. The appraiser assumes no responsibility for such conditions or for engineering that may be required to discover such things.

### **Extraordinary Assumption**

The subject parcel is assumed to be free of any contamination that might affect the value.

## APPRAISAL SCOPE

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to determine the appropriate scope of work. USPAP defines the scope of work as:

The amount and type of information researched and the analysis applied in an assignment. Scope of work includes, but is not limited to, the following:

- Defining the appraisal problem
- The degree to which the property is inspected or identified;
- The extent of research into physical or economic factors that could affect the property
- The extent of data research
- The type and extent of analysis applied to arrive at opinions or conclusions.

### **Purpose of the Appraisal**

The purpose of this appraisal is to estimate the market value of property rights considered surplus to the needs of the Nebraska Department of Transportation as of the date of the appraisal.

### **Property Rights Appraised**

The property rights appraised are all of those rights associated with the "bundle of rights" held by ownership in unencumbered fee simple title, which is defined as follows:

*Absolute ownership unencumbered by any other interest or estate, subject to, and limited by the four governmental powers of taxation, eminent domain, police power, and escheat. (The Appraisal of Real Estate, Eleventh edition, American Institute of Real Estate Appraisers)*

### **The Need of an Appraisal**

#### **Sale of a Property**

##### **A. State Laws Governing the Sale of Property**

#### **1. Neb. Rev. Stat. § 39-1325. Real property; power of Department of Transportation to sell and convey excess.**

The department shall have the authority to sell and convey, with the approval of the Governor, any part of or any interest in real property held by the department which is deemed no longer necessary or desirable for highway purposes. The sale or conveyance of such real property shall be in such manner as will best serve the interests of the state and will most adequately conserve highway funds.

#### **2. Neb. Rev. Stat. § 39-1326. Real property; sale, deed; bill of sale; execution; conditions; disposition of proceeds.**

The Director-State Engineer, for the department, and in the name of the State of Nebraska, may execute, acknowledge, seal, and deliver all deeds, bills of sale, and other instruments necessary and proper to carry out the sale and exchange of real property. Such deeds, bills of sale and other instruments shall have affixed the seal of the department. The deeds, bills of sale and other instruments may contain any conditions, covenants, exceptions, and reservations, which the department deems are in the public interest, or may convey title in fee simple absolute. All



money received from the sale of such property shall be deposited in the state treasury and credited to the Highway Cash Fund.

## B. Type of Sale.

In order that the "sale...of such real estate shall be in such manner as will best serve the interests of the State," a classification of the State's miscellaneous holdings should be made for determining the steps to be taken for disposing of them.

### 1. Restricted Market

Where a remainder has only one neighboring tract and due to size, shape or access can reasonably be expected to have potential for economic use or development by the owner of the adjacent tract only, the sale may be negotiated directly with the single owner on the basis of the reviewed Waiver or Appraisal, whichever was completed, with due consideration given to maintenance costs and nuisance values.

### **Extent of Data Research**

The appraiser researched the local market to produce a current and comprehensive database of relevant market information. Relevant market information includes such items as population trends, employment trends, and trends in listings and sales of various types of real estate. Sources and providers of this information include:

- County Offices and web pages
- City Offices and web pages
- FEMA Flood Map online references, imagery, and flood zone information
- Census tract information
- Local appraisers, brokers or other market participants
- Multiple listing service
- On-line mapping services

### **Type and Extent of Analysis**

The appraisers conducted a physical inspection of the subject property. Photos were taken and notes made of characteristics of the land. Public records at the county courthouse were examined to gain pertinent information such as title history, zoning and assessed values of the subject property. Sales of comparable properties were obtained from public records as well. If possible, the sales information was confirmed with a party to the transaction to determine comparability and reliability as arms-length transactions, market rents and expenses. The comparable sales were then inspected and photographed. After compiling information about the subject property and determining property values, a report is then written and submitted for review.

### **Approaches to Value**

**Cost Approach:** The cost approach is the cost to build an improvement, less the depreciation of the improvement, plus the value of the land.

**Sales Comparison:** The sales comparison approach utilizes an analysis of recent comparable sales to estimate the value of the subject property. Adjustments can be made for any differences between the comparables and the subject in order to arrive at an estimate of value. This widely used approach is logical and understandable.

**Income Approach:** The income approach to value relies on the income generated by a property. This approach is most applicable when the generated income from the property is the motivation behind the transaction.

While all three approaches to value are considered, one or more of the basic approaches may not be applicable to the subject property. Therefore, the data necessary for an analysis by each approach is evaluated in order to determine the applicability of that approach. If insufficient data exists for a meaningful application of a particular approach, then that approach is either omitted or used only as an indication of reasonableness for the better-supported approaches. The value estimate of each approach used is based on the determined Highest and Best Use.

## NEIGHBORHOOD DATA

The subject property is located in south central Columbus, NE in an older mixed-use area. The neighborhood boundaries are the north boundary being Howard Blvd, west boundary is 41st Avenue, south boundary is the Union Pacific Railroad tracks, and east boundary being 33rd Avenue (Highway 30). This area is Mixed-use with a combination of older residential and industrial properties with a combination of residential and industrial zoning.

## SUBJECT PROPERTY DATA

### Site Description

This property is located in a mixed-use area consisting of an irregular shaped tract located between Highway 30 (33rd Avenue) and 36th Avenue in southwest Columbus, NE. According to our survey, the site contains 4.10 acres or 178,529.66 sq. ft. The site is nearly level, and there is access off of 12th Street which is gravel. The perimeter of the site is fenced off with 6' tall chain link fence with barbed wire. There is a sliding double gate at entrance on 12th Street. There is a mix of concrete on most of the aprons next to the buildings and a combination of mostly asphalt with some gravel on the balance of the site. This property is zoned C-1 Light Industrial District and is under the jurisdiction of the City of Columbus. This site has average visibility

### Improvement Description

**31001- Office-Equipment Shop:** The structure is a 70 year old, 6,960 sq. ft. one story masonry frame office equipment shop. It has a wood, stucco, and masonry exterior. It appears to be of average quality and condition. The finished area consists of two offices, conference room, and two 1/2 baths. With the exception of Office 2, which has carpet, the office area has all concrete tile floors all in average overall condition. The entire office area has average ceiling tile. The casement windows in the office area are newer. The walls in the office area are drywall with average paint. The HVAC system is in average or better condition and consists of gas fired forced air furnace, with a combination central air conditioning in the office areas. The shop area has three separate areas. There is one area with 1 overhead doors. The second shop area has 1 overhead door, and the third has 2 overhead doors. The shop area is unfinished with exposed block and masonry walls. The ceiling is partially finished with the insulation installed. The floor is reinforced concrete slab over a graveled base with floor drains in the shop area. The electrical is wired in conduit with sufficient amperage and overhead lighting. There is also gas forced radiant heat in the shop area. There are also two small unfinished storage areas on the second level in the shop area.

**31003 Miscellaneous Storage:** The structure is a 37-year-old, 848 sq. ft. one story engineered metal storage shed that appears to be of average quality and condition. The interior metal and plywood with a gravel floor. The exterior is metal.

**31005 Bulk Salt Storage:** The structure is a 39-year-old, 1,305 sq. ft. one story wood frame shed that appear to be of average quality and average/fair condition. The interior has plywood walls and ceiling with an asphalt floor. The exterior wood.

**31007 Miscellaneous Storage:** This structure is a 58-year-old, 196 sq. ft. one story wood frame shed with a vinyl exterior that appears to be of average quality and condition. The interior has plywood walls and ceiling with a wood floor. The exterior is vinyl.

**31008 Fuel and Records Storage:** This structure is a 65-year-old, 80 sq. ft. one story wood frame shed with a vinyl exterior that appears to of average quality and condition. The interior walls and ceiling are plywood and the floor asphalt.. The exterior is vinyl.

**31009 Engineering Office & Equipment Shop:** The structure is a 41-year-old, 7,080 sq. ft. 1.5 story wood frame office equipment shop. It has a masonry and wood exterior. It appears to be of average quality and condition. The main level interior consists of three offices, conference room, and two 1/2 baths. The interior has a combination of carpet and concrete tile floors that are in average overall condition. The entire office area has average ceiling tile. The walls in the office area are drywall with average paint. The entire office area has average ceiling tile. The casement windows in the office area are newer. The break room has built-in cabinets with a counter and sink. The HVAC system is in average condition and consists of gas fired forced air furnace, with a combination central air conditioning in the office areas. The shop area has six overhead doors. The shop area is unfinished with exposed block and steel walls with one wall having a wood paneling. The ceiling is partially finished with the insulation installed. The floor is reinforced concrete slab over a graveled base with floor drains in the shop area. The electrical is wired in conduit with sufficient amperage and overhead lighting. There is also gas forced radiant heat in the shop area. There is also a finished 2nd level off of the shop area that has a conference room and storage area. It is all drywalled with a combination of average carpet and concrete tile floors. There are built-in cabinets in the conference room.

**31011 Fabric Hoop Building:** This structure is 15 years old with 2,562 sq. ft. The building is used to store salt rock and gravel. A cloth overhead door and a standard size door provide access. The floor is constructed of poured concrete. Ventilation is provided by two mesh windows above the overhead door near the top of the building. It appear to be of average quality and condition.

**No Building #- Miscellaneous Storage Building:** This is a newer 750 sq. ft. one story wood frame structure with 750 sq. ft. with a vinyl exterior. It appears to be average quality and good condition. The interior has plywood walls and ceiling with an asphalt floor.

**No Building #- Storage Shed:** This structure is a 80 sq. ft. wood frame shed with a vinyl exterior and a particle board interior with a asphalt floor. It appears to be of average quality and condition.

There are three poly tanks that store salt and gravel that will remain on the site. These are considered personal property and are not valued in this report. There are several other items of personal property that will remain at the subject property including drill press, air compressor,

and a pressure washer. These are considered as personal property and are also not valued in this report.

There is also approx. 2,460 linear feet of a 6' tall chain link fence with a 3-strand barbed wire fence that surrounds most of the perimeter of the property, with the exception of the south side along the highway. In addition, there are 2 gates. It all appears to be in average condition for its age with an estimated physical depreciation of 75%. Section 16, Page 4 from the Marshall & Swift Valuation Service was utilized to value this fence. It indicated a value of  $\$31.80/\text{ft.} \times 2,460' = \$78,228 + 2 \text{ gates @ } \$1,280/\text{each} = \$80,788 - 75\% \text{ physical depreciation} = \$20,197$  or called \$20,200.

### 3-year Sales History

The subject property has not sold in the three years prior to the effective date of this report

## HIGHEST AND BEST USE ANALYSIS

Highest and Best Use may be defined as:

"...the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible and that results in the highest value." (From The Appraisal of Real Estate, Tenth Edition, published by The American Institute of Real Estate Appraisers, 1992.)

The estimation of the Highest and Best Use is the foundation on which value rests. Properties are analyzed "as if vacant" and "as improved". The "as if vacant" section analyzes what the ideal improvements would be. The "as improved" section compares the ideal improvements to the existing improvements. The "as improved" section answers the following questions: Should the improvements be used "as is", should the improvements be demolished and replaced or renovated, or should they be held for a period of time then renovated or demolished and replaced?

The Highest and Best Use of the land "as if vacant" or property "as improved" must meet four criteria. The Highest and Best Use must be:

1. Physically Possible
2. Legally Permissible
3. Financially Feasible
4. Maximally Productive

These criteria are typically considered sequentially. For example, use may be financially feasible, but this use would be irrelevant if it is physically impossible or legally prohibited. Therefore, the subject properties must be analyzed "as if vacant" then "as improved" using the above criteria.

### Physically Possible Uses

The physically possible criteria consider the physical attributes of the individual tracts. Criteria such as size, shape, topography, drainage, access and available utilities are given consideration to determine the physically possible uses of each tract.

### Legally Permissible Uses

The legally permissible criteria consider the legal attributes of the individual tracts. Criteria such as zoning regulations and neighborhood covenants are given consideration to determine the legally permissible uses of each tract.

### Financially Feasible Uses

Property uses that are expected to produce a positive return are regarded as financially feasible. Optimum development of the site, if it were vacant, would include improvements that would be compatible with the physical characteristics of the site and neighborhood trends and be legally permitted. To be financially feasible, the cost to develop the site must be such that a return to a purchaser or investor would be possible.

If improvements already exist and their construction costs are already expended, continued use of the existing improvements is justified, as long as the generated income exceeds the direct cost of ownership, and unless new improvements could be constructed which would generate rents in excess of holding costs and in excess of rents that could be obtained from the existing improvements.

#### Maximally Productive Uses

The maximally productive use is that use which is physically possible, legally permissible, financially feasible and has the greatest positive return on the investment.

#### Market Overview

After determination of the physically and legally possible uses of the subject, the financially feasible and maximally productive uses are determined primarily by market demand. Therefore, a general overview of the real estate market is needed.

The industrial improved and vacant land market for large parcels is rather slow in Columbus over the last several years as evidenced by a few older sales in this report. This appraiser did not research any other types of property classifications for this report.

## HIGHEST & BEST USE AS IMPROVED

### Physically Possible Uses

The subject property is a level parcel of an improved industrial property. Access is typical for an industrial property. the location is an industrial mixed-use area that supports the current industrial use.

### Maximally Productive Uses

This appraiser did an analysis of several physically possible uses, legally permissible uses, and the financially feasible uses, in addition to a review of the surrounding neighborhood. It was concluded that the maximally productive use of the subject tract is as an improved industrial site.

### Legally Permissible Uses

The zoning for the subject supports the legally permissible use as an improved industrial property.

### Financially Feasible Uses

The market supports an industrial use as the most financially feasible use of the subject tract.

### Conclusion

The four tests of the highest and best use support a highest and best use of the subject tract as an improved industrial site.

## RECONCILIATION

In the final reconciliation of value of this parcel, the Sales Comparison Approach was the only approach used since the improvements and land are being valued with recent comparable sales. The Income and Cost approaches were not applicable to this assignment.



## VALUATION PROCESS

The approaches to value considered applicable to this assignment are discussed below.

### Cost Approach

The basic steps in valuing property with the cost approach are:

- 1) Estimate the value of the land as though vacant;
- 2) Estimate the reproduction or replacement cost of the improvements before depreciation;
- 3) Estimate and add developer's profit to replacement cost new;
- 4) Estimate accrued depreciation from all sources;
- 5) Sum the total replacement cost new, depreciation and land value to arrive at an indicated fee simple value of the property.

In estimating the current market value of the subject site, as if vacant, deed records were searched for recent sales of comparable properties within the area. Also, real estate brokers active in the subject's area were consulted as to their knowledge of similar properties that may have sold or are currently offered for sale. Listings are considered since these properties would be in competition with the subject property if it were offered for sale. Step number two uses cost factors that are derived either from cost estimates provided the appraisers by contractors and/or cost handbooks available to the appraisers. Step number three is based on current market conditions and surveys. Step number four uses current market data and trends based on historical data. Step number five is the sum of the land value, developer's profit, and cost new, less accrued depreciation and is the fee simple value by the Cost Approach.

### **LAND:**

Official records were examined from the Platte County Assessor and Register of Deeds offices in an effort to locate recent sales that were considered to be similar enough to the subject property. The sales that were identified were verified by local realtors, market participants, county records, or other knowledgeable parties to verify that the sales were considered to be "Arms-Length" and indicative of the market. The sales all received positive time adjustments for their older sale dates. The sales all received negative location adjustments for being located in superior newer areas on paved roads. Sale 1 received a higher location adjustment for being located in a superior commercial area just off of Highway 30. Sales 3 & 4 are older than desirable, but there was not enough supporting data to support time adjustments. Though the sales are all larger than the subject, it is not felt to be significant enough to warrant any adjustments. Sale 3 received a negative frontage/view adjustment for its superior visibility to Highway 81. Sale 4 received a negative frontage/view adjustment for having frontage along Highway 30. Due to the lack of recent comparable sales, Sales 3 & 4 are older than desirable. With the exception of Sale 2, the sales all have comparable zoning to the subject. Due

to its more recent sale date, Sale 1 is given the most weight in the final value estimate. Due to its older sale date and higher adjustments, Sale 4 is given the least amount of weight. Sales 2 & 3 are given relatively equal weight. An adjusted sale price range was developed from \$1.10 to \$1.65 per sq. ft. A value of \$1.50 per sq. ft. was determined for the industrial land on the subject property.

<b>Sale #</b>	<b>Subject</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>Sale Price</b>		<b>\$175,000</b>	<b>\$340,000</b>	<b>\$88,497</b>	<b>\$213,750</b>
<b>Price/Unit</b>		<b>\$2.53</b>	<b>\$1.63</b>	<b>\$1.05</b>	<b>\$1.82</b>
<b>Date</b>	8/7/24	1/20/23	2/16/24	12/9/21	8/28/19
Adjustment		5%	0%	15%	25%
<b>Size (Sq. Ft.)</b>	178,530	69,130	208,645	84,283	117,176
Adjustment		0%	0%	0%	0%
<b>Location</b>	Avg/Fair	Avg/Good	Average	Average	Average
Adjustment		-20%	-10%	-10%	-20%
<b>Frontage/View</b>	Average	Good	Average	Average	Good
Adjustment		-20%	0%	0%	-20%
<b>Zoning</b>	C-1	B-2	R-3	MH	MH
Adjustment		0%	0%	0%	0%
<b>Utilities</b>	Typical	Typical	Typical	Typical	Typical
Adjustment		0%	0%	0%	0%
<b>Total Adjustment</b>		-35%	-10%	5%	-15%
<b>Adjusted Price/Unit</b>		<b>\$1.65</b>	<b>\$1.47</b>	<b>\$1.10</b>	<b>\$1.55</b>
<b>Indicated Value =</b>		<b>\$1.50 /Sq. Ft.</b>			

178,350.00 sq ft Industrial @ \$1.50/sq ft =

\$267,530.00

**Total Land Value:**

**\$267,530.00**

**IMPROVEMENTS:**

Improvements Are Affected. This appraiser utilized the Marshall and Swift Cost Manual to determine the value of the improvements. The improvements are described in the Improvement Description section. See Addenda for improvement valuation. See Improvement Description section for the fence valuation.

**Total Improvement Value:**

**\$614,897.00**

The estimation of value by the Cost Approach, as of the effective date, is \$882,427.00.

This appraiser located several recent comparable sales of industrial properties in Columbus that were analyzed, and they were narrowed down to the three that were ultimately utilized in this report for the appraisal of the subject property. Sales 5-7 were used in this report and established a value range of between \$872,000 and \$1,007,500. They occurred between April 2022 and May 2024. These sales were verified by the market participants and county records. These sales are felt to represent the most recent improved comparable sales in the Columbus, NE area.

Sale 5 received a positive \$50,000 Condition of Sale adjustment for selling low as per the buyer. Sales 2 & 3 received negative \$40,000 Location adjustments for their superior locations along Highway 30. Though Sale 1 is not located along a major highway, it still received a negative \$10,000 Location adjustment for the subject's inferior location along a viaduct. Sales 2 & 3 negative \$50,000 Condition adjustments based on conversations with the buyers of both sales. The Warehouse/Garage adjustments are based on \$10/sq. ft. The Office adjustments are based on \$20/sq. ft. The Lot Size adjustments are based on the difference between the \$1.50/sq. ft. that is arrived at from recent comparable land sales that are included in this report and the assessed land values for Sales 5-7. The Functional Utility adjustments are based on the subject's inferior narrow and irregular shape. The comparable sales are all rectangular in shape. The sales all received positive Garage/Maintenance Bays adjustments based on \$1,000 per bay/overhead door. Sales 2 & 3 received positive \$5,000 Fencing adjustments for their lack of fencing. The sales all received positive Outbuildings adjustments for the subject having a larger number of outbuildings. Due to its lower gross adjustments and recent sale date, Sale 3 is given the most weight in the final value estimate. Due to its high gross adjustments and older sale date, Sale 1 is given the least amount of weight. Though the three sales have higher individual and gross adjustments than desirable, they are felt to be the best available and reliable indicators of the subject's market value.

After directly comparing the subject property to each of the comparable sales, the total value of the subject property is estimated at \$950,000.

The estimation of value by the Sales Comparison Approach, as of the effective date, is \$950,000.00.

### Reconciliation of the Value

The Cost Approach provides a good indication of the depreciated value of the improvements. It is a lower value due to the physical depreciation of the improvements and functional depreciation of the higher cost of the building materials used indicating a superadequacy. The Sales Comparison Approach is a more accurate indication of the value of the subject property because it indicates what the typical buyer is willing to pay for the property and what typical building materials are expected in the improvements. The Income Approach was not used because the subject is not an income producing property. The Cost Approach indicates \$882,427 for the land and the improvements. The Sales Comparison Approach indicates an overall value of \$950,000 for the subject property. The value of the subject property is estimated at \$950,000.

Market Value of the Subject Property	\$950,000.00
--------------------------------------	--------------

# **ADDENDUM**

**Plats**

**Photos**

**Estimates**

**Other**

**Comparable Sales Data Sheet**

31000



12th Street

36th Ave

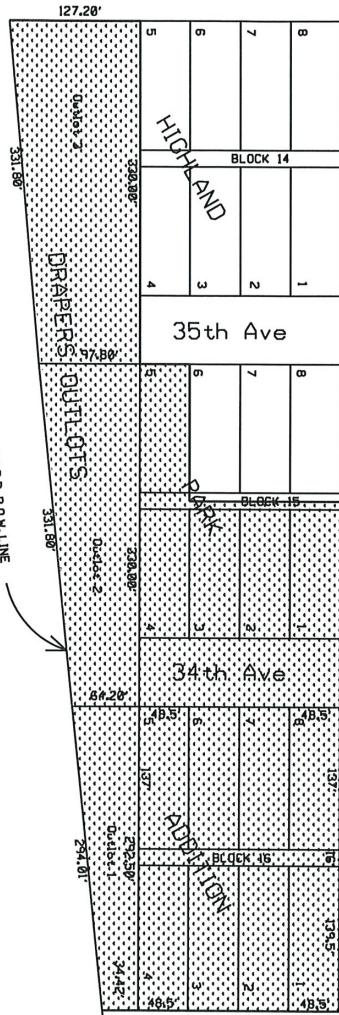
HIGHLAND

35th Ave

34th Ave

33rd Ave

33rd Ave



Lots 1-6 & 8, Blk. 16, Highland Park,  
purchased March 11, 1932  
recorded in Book 75, Page 288

Outlots 2 & 3, Drapers Outlots  
purchased June 6, 1959  
recorded in Book 186, Page 119

Lots 5 and West 1/2 vacated alley, Blk. 15, Highland Park  
purchased December 18, 1969  
recorded in Book 145, Page 445

Lot 7, Block 16, Highland Park  
purchased March 12, 1932  
recorded in Book 75, Page 283

Lots 3 & 4 and East 1/2 of alley, Blk. 15, Highland Park  
purchased December 17, 1969  
recorded in Book 145, Page 443

Lots 1 & 2, Blk. 15, Highland Park,  
purchased January 4, 1968  
recorded in Book 162, Page 555

PLAT  
MAINTENANCE YARD  
COLUMBUS

DRAWN BY  
DEPT. OF TRANSPORTATION  
STATE OF NEBRASKA  
DATE:

Plat Map





Aerial





Site- Northwest PL to the Southeast



Site- Northwest PL to the Southeast





Site- Northeast PL to the West



Site- Northeast PL to the Southwest



Site- Southeast PL to the Northwest



Site- Southeast PL to the West





Site- Southeast PL to the North



Site- Southwest Pl to the East



Site- Northwest PL to the East



Street Scene- 12th Street: West to East





Street Scene- 12th Street: East to West



31001 Building- Office-Equipment-Shop- Front



Street Scene- 34th Avenue: North to South



31001 Building- Rear





31001 Building- Office 1



31001 Building Office 2



31001 Building- Office 3



31001 Building- Conference Room



31001 Building- Women's Bathroom



31001 Building- Men's Bathroom





31001 Building- Electrical Room



31001 Buiding- Furnance Room



31001 Building- Central Air



31001 Building- Shop Area a





31001 Building- Shop Area a



31001 Building Shop Area b



31001 Building- Shop Area c



31008- Fuel & Oil Records Buidling

Control #: Project #: MY31000





31008 Building- Interior



31009 Engineering Office & Shop Storage Building- Front

Control #: Project #: MY31000





31009 Building- Rear



31009 Building- Office 1



31009 Building- Office 2



31009 Building- Conference Room





31009 Building- Break Room



31009 Building- Bathroom 1



31009 Building- Furnace Room



31009 Building - Bathroom 2





31009 Building- Central Air



31009 Building- Mechanical Room



31009 Building- Shop Area



31009 Building- Shop Area





31009 Building- Finished 2nd Level- Conference Room



31009 Building- Finished 2nd Level-Storage Room

Control #: Project #: MY31000





Building 31011- Fabric Building



31011 Building- Interior



31007 Building - Misc. Storage



31007 Building- Interior





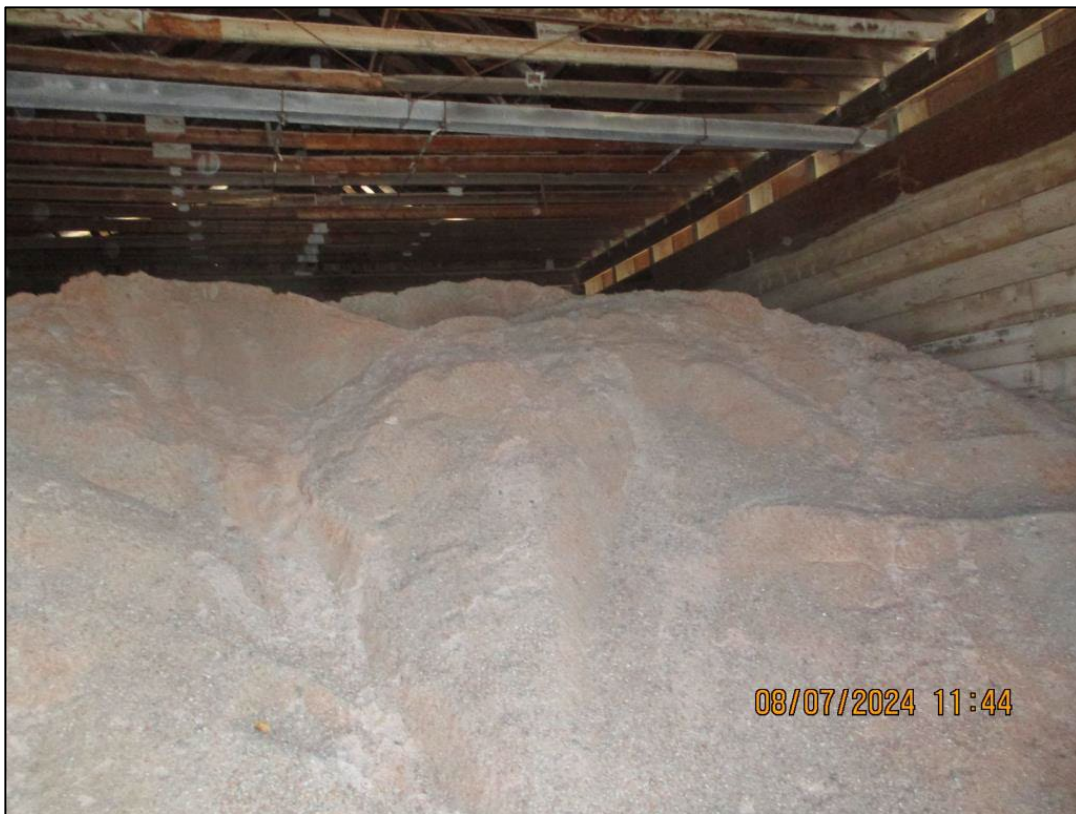
31003 Building- Misc. Storage



31003 Building- Interior



31005 Building- Bulk Salt Storage



31005 Building- Interior





No Bldg #- Miscellaneous Storage Building



No Bldg #- Miscellaneous Storage Building- Interior





No Bldg # -Miscellaneous Storage Building b



No Bldg #- Misc. Storage Building b- Interior



31010 Building

**Lentz, Tim**

---

**From:** tim.mullin@nebraska.gov  
**Sent:** Wednesday, July 24, 2024 7:05 AM  
**To:** Lentz, Tim  
**Cc:** Wicken, Todd  
**Subject:** ARMS Notification: Excess Land - Project Number: MY31000; Tract # Appraisal Assignment

Tim Lentz, You are assigned the above captioned tract of land as an appraisal assignment. The parcel is excess land and the Scope of Work should follow Chapter 3 of our Right of Way Manual.

Property Management Section has received a request to purchase a tract of land located North of UPRR, west of Highway 30/81, in Platte County, Nebraska.

In ARMS, you will find the plat, legal description and request for appraisal. You will need to provide Property Management with an appraisal of this tract. Please make sure that the request for appraisal is included in the appraisal. The valuation document should be prepared with the following text: "This opinion of value may not meet the minimum standards contained in the Uniform Standards of Professional Appraisal Practice and is not governed by the Real Property Appraiser Act [in accordance with Neb. Rev. Stat. Section 76-2221(1)]."

You should contact Todd Wicken for further information about the property. Any charges should be made to Activity 5093.

A completion date of 08/16/2024 is requested for this assignment.

Tim Mullin  
Chief Appraiser  
Right of Way Division

Engagement Letter

**STATE OF NEBRASKA****MEMORANDUM**

**Department of Transportation**  
**Right of Way Division**

**Date:** June 26, 2024  
**To:** Tim Mullin, Chief Appraiser  
**From:** Todd Wicken, Property Management Supervisor  
**Subject:** EXCESS LAND  
Project No. Maintenance Yard 31000  
Columbus, Nebraska

This office has received a request to dispose of the old Columbus Maintenance Yard. I have requested an environmental review of the area, but that could take awhile. It is a tract of land located in Drapers Outlots 1, 2, & 3, Highland Park Addition Lots 1-5, Block 15, Lots 1-8, Block 16 & Vacated 34th Ave in Columbus, Platte County, Nebraska. This tract is more specifically located at north of the UPRR and west of Highway 30/81. (See attached information)

Please furnish this office with an appraisal of this tract. Any charges should be made to Activity 5093. Attached for your convenience is a copy of the plat and legal description.



Todd Wicken  
Property Management Supervisor

Cc: File

Property Management Request Letter

Control #: Project #: MY31000

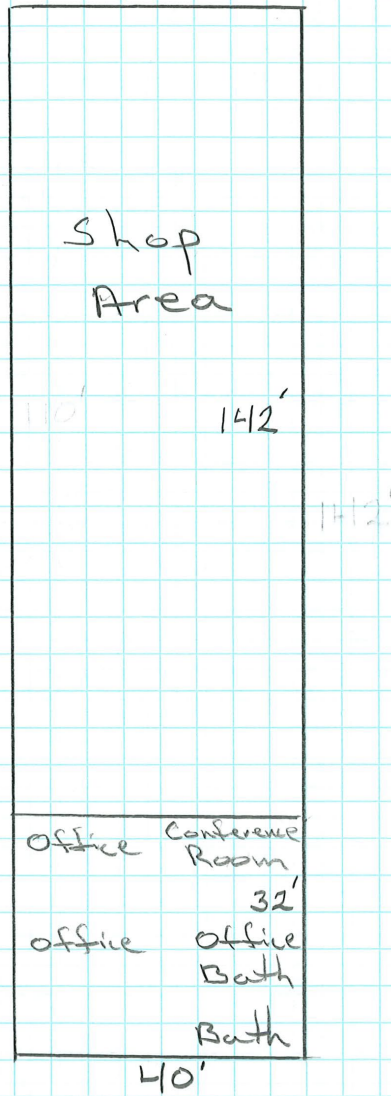


A tract of land located in Lots 1-5, Block 15 and Lots 1-8, Block 16, Highland Park Addition, vacated 34<sup>th</sup> Ave, and Outlots 1-3, Drapers Outlots, City of Columbus, Platte County, Nebraska, described as follows:

Beginning at the Northeast corner of Lot 1, Block 16, Highland Park Addition; thence westerly a distance of 490.50 feet to a point on the centerline of the alley in Blok 15, Highland Park Addition; thence southerly deflecting 090 degrees 00 minutes, 00 seconds left, a distance of 145.50 feet along the centerline of the alley to a point at the northeast corner of Lot 5, Block 15, Highland Park Addition; thence westerly a distance of 132.00 feet along the north line of said Lot 5 to the northwest corner of said Lot 5; thence southerly a distance of 48.5 feet to the southwest corner of said Lot 5 to the Northeast corner of Outlot 3, Drapers Outlots; thence westerly along the north line of said Outlot 3, a distance of 330.00 feet to the northwest corner of said Outlot 3; thence southerly deflecting 090 degree, 00 minutes, 00 seconds left, a distance of 127.20 feet to a point on the northerly Union Pacific Railroad right of way line; thence easterly deflecting 095 degrees, 05 minutes, 28 seconds left, a distance of 957.00 feet along said railroad right of way line to the southeast corner of Outlot 1, Drapers Outlots; thence northerly deflecting 84 degrees, 11 minutes, 11 seconds, a distance of 228.42 feet along the east line of Outlot 1, Drapers Outlots and Block 16, Highland Park Addition to the point of beginning, containing 178,529.66 square feet or 4.10 acres, more or less.

## Legal Description

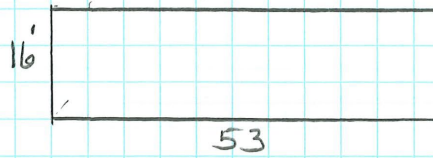
31001 Building  
Office-Equipment Shop



31001 Building Sketch

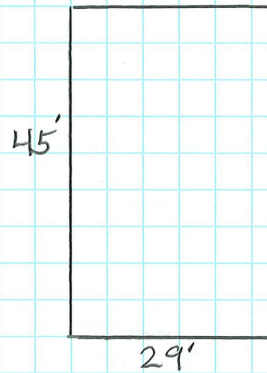
31003 Building

No Bldg # - Miscellaneous Storage



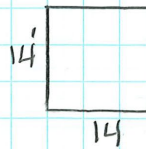
31005 Building

Bulk Salt Storage



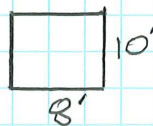
31007 Building

No Bldg # - Miscellaneous Storage b



31008 Building

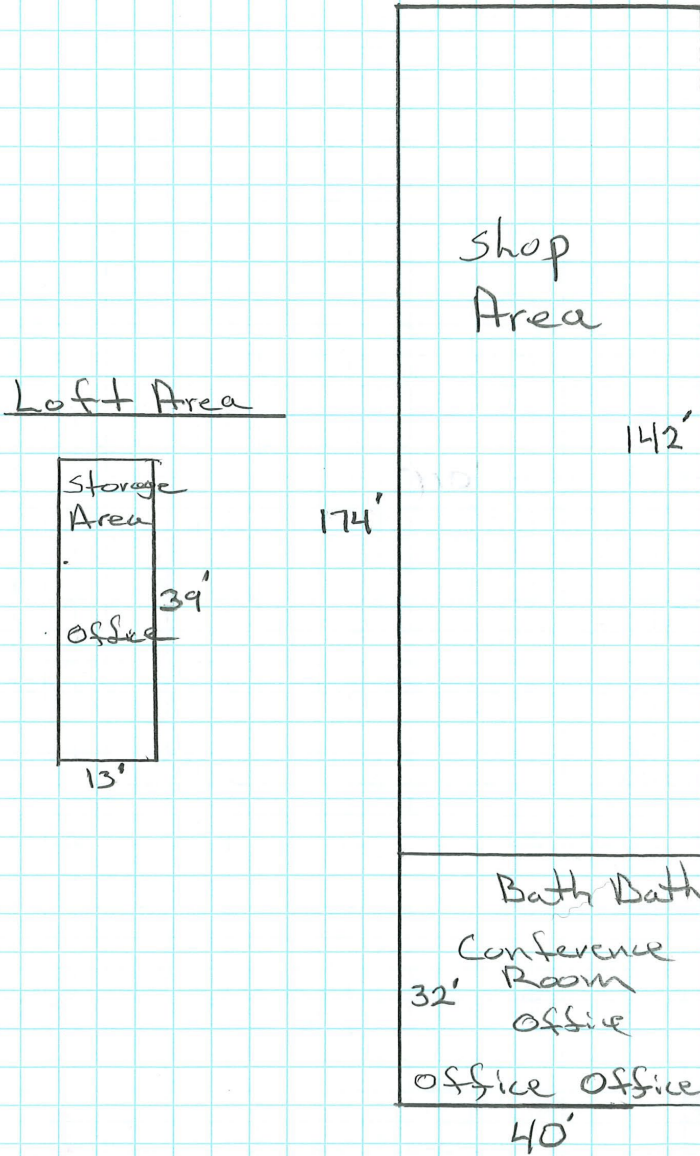
Fuel and Oil Records



31003-31008 Buildings & No Building # Sketches

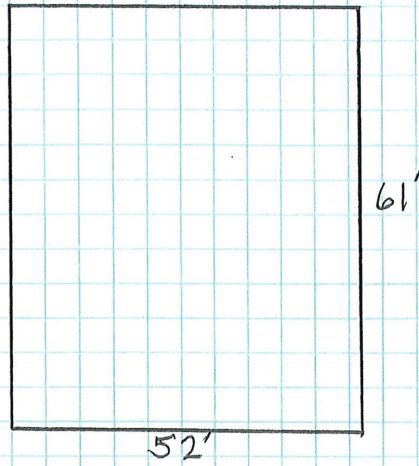


31009 Building  
Office-Equipment-Shop-Storage

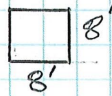


31009 & 31010 Building Sketches

31011 Building  
Fabric Building



Miscellaneous Storage  
(No Building #)



31011 & Misc. Storage Building Sketches

**Replacement Cost New At Stabilized Occupancy**  
**31001 Office-Equipment-Shop Building**

(Ref.: Marshall Valuation Service)

**Inputs**

Applicable Sections: 14,pg 9,32		Building Type:	Service Garage
Class:	C	Type of Construction:	Average
Basic Cost of Building(s):	\$109.00 /sq. ft.	Building Size, GBA, sq. ft.:	6,960
Current Cost Multiplier:	0.96	Local Cost Multiplier:	0.96
Story-Height Multiplier:	1.042	Area-Perimeter Multiplier:	1.019
Number of Stories:	1	Shop Area, sq. ft.:	5,680
Office or Retail Finish-Out:	18%	Effective Building Age:	23
Basement Area, sq. ft.:	0	Finished Area, sq. ft.:	1,280
Land Value:	N/A	Economic Life, years:	35

**Calculations**

Adjusted Basic Cost Factor =	\$106.67 /sq. ft.	Basic Building Cost =	\$742,423
------------------------------	-------------------	-----------------------	-----------

**Refinements**

Fume Exhausters	\$2,060
-----------------	---------

Other	\$0
-------	-----

<b>Replacement Cost New (before developer's profit):</b>	<b>= \$744,483</b>
--	--------------------

Plus Developers Profit: 10.00% (Based on current economic conditions)	= \$74,448
---	------------

<b>Subtotal</b>	<b>\$818,931</b>
-----------------	------------------

Less Physical Depreciation (Age/Life Method): 48.00%	= \$393,087
--	-------------

Less Functional Depreciation: 20%	= \$163,786
-----------------------------------	-------------

Less Economic Obsolescence: 0%	= \$0
--------------------------------	-------

<b>Depreciated Cost of Improvements:</b>	<b>= \$262,058</b>
--	--------------------

plus Land Value:	= N/A
------------------	-------

<b>Indicated Value by Cost Approach:</b>	<b>= \$262,058</b>
--	--------------------

**31001 Building Cost Approach**



**Replacement Cost New At Stabilized Occupancy**  
**31003 Miscellaneous Storage**

(Ref.: Marshall Valuation Service)

**Inputs**

Applicable Sections: 17 pg 3,12	17	Building Type:	Tool Shed Building
Class:	D	Type of Construction:	Low Cost
Basic Cost of Building(s):	\$11.30 /sq. ft.	Building Size, GBA, sq. ft.:	848
Current Cost Multiplier:	0.96	Local Cost Multiplier:	0.96
Story-Height Multiplier:	1.000	Area-Perimeter Multiplier:	1.311
Number of Stories:	1	First Floor Area sq. ft.	848
Office or Retail Finish-Out:	0%	Effective Building Age:	7
Basement Area, sq. ft.:	0	Finished Area, sq. ft.:	0
Land Value:	N/A	Economic Life, years:	20

**Calculations**

Adjusted Basic Cost Factor =	\$17.15 /sq. ft.	Basic Building Cost =	\$14,543
------------------------------	------------------	-----------------------	----------

**Refinements**

	x		
Other			\$0
<b><u>Replacement Cost New (before developer's profit):</u></b>		=	<b><u>\$14,543</u></b>
Plus Developers Profit: 5.00% (Based on current economic conditions)		=	<b><u>\$727</u></b>
<b>Subtotal</b>			<b><u>\$15,270</u></b>
Less Physical Depreciation (Age/Life Method): 35.00%		=	\$5,345
Less Functional Depreciation: 0%		=	\$0
Less Economic Obsolescence: 0%		=	\$0
<b>Depreciated Cost of Improvements:</b>		=	<b><u>\$9,926</u></b>
plus Land Value:		=	<b><u>N/A</u></b>
<b>Indicated Value by Cost Approach:</b>		=	<b><u>\$9,926</u></b>

**31003 Building Cost Approach**

**Replacement Cost New At Stabilized Occupancy**  
**31005 Bulk Salt Storage Building**

(Ref.: Marshall Valuation Service)

<u>Inputs</u>			
Applicable Sections: 17 pg 4, 16	17	Building Type:	Material Storage Bldg
Class:	D	Type of Construction:	Average
Basic Cost of Building(s):	\$32.50 /sq. ft.	Building Size, GBA, sq. ft.:	1,305
Current Cost Multiplier:	0.96	Local Cost Multiplier:	1.00
Story-Height Multiplier:	1.042	Area-Perimeter Multiplier:	1.250
Number of Stories:	1	First Floor Area sq. ft.	1
Office or Retail Finish-Out:	0%	Effective Building Age:	15
Basement Area, sq. ft.:	0	Finished Area, sq. ft.:	0
Land Value:	N/A	Economic Life, years:	20

<u>Calculations</u>			
Adjusted Basic Cost Factor =	\$33.94 /sq. ft.	Basic Building Cost =	\$44,292

Other		=	\$0
<b><u>Replacement Cost New (before developer's profit):</u></b>		=	<b><u>\$44,292</u></b>
Plus Developers Profit: 5.00% (Based on current economic conditions)		=	<u>\$2,215</u>
<b>Subtotal</b>		=	<b><u>\$46,507</u></b>
Less Physical Depreciation (Age/Life Method): 75.00%		=	<u>\$34,880</u>
Less Functional Depreciation: 0%		=	<u>\$0</u>
Less Economic Obsolescence: 0%		=	<u>\$0</u>
<b>Depreciated Cost of Improvements:</b>		=	<b><u>\$11,627</u></b>
plus Land Value:		=	<u>N/A</u>
<b>Indicated Value by Cost Approach:</b>		=	<b><u>\$11,627</u></b>

**31005 Building Cost Approach**

**Replacement Cost New At Stabilized Occupancy**

(Ref.: Marshall Valuation Service)

**31007 Miscellaneous Storage****Inputs**

Applicable Sections: 17 pg 12	17	Building Type:	Tool Shed Building
Class:	D	Type of Construction:	Low Cost
Basic Cost of Building(s):	\$11.30 /sq. ft.	Building Size, GBA, sq. ft.:	196
Current Cost Multiplier:	0.96	Local Cost Multiplier:	0.96
Story-Height Multiplier:	0.936	Area-Perimeter Multiplier:	1.000
Number of Stories:	1	First Floor Area sq. ft.	196
Office or Retail Finish-Out:	0%	Effective Building Age:	5
Basement Area, sq. ft.:	0	Finished Area, sq. ft.:	0
Land Value:	N/A	Economic Life, years:	15

**Calculations**

Adjusted Basic Cost Factor =	\$9.75 /sq. ft.	Basic Building Cost =	\$1,911
------------------------------	-----------------	-----------------------	---------

**Refinements**

Wood Floor	\$10.00/sq. ft. x	196/ sq. ft.	\$1,960
------------	-------------------	--------------	---------

Other			\$0
-------	--	--	-----

<b>Replacement Cost New (before developer's profit):</b>		=	<b>\$4,172</b>
--	--	---	----------------

Plus Developers Profit: 5.00% (Based on current economic conditions)		=	\$209
--	--	---	-------

<b>Subtotal</b>			<b>\$4,381</b>
-----------------	--	--	----------------

Less Physical Depreciation (Age/Life Method): 33.33%		=	\$1,460
--	--	---	---------

Less Functional Depreciation: 0%		=	\$0
----------------------------------	--	---	-----

Less Economic Obsolescence: 0%		=	\$0
--------------------------------	--	---	-----

<b>Depreciated Cost of Improvements:</b>		=	<b>\$2,921</b>
--	--	---	----------------

plus Land Value:		=	N/A
------------------	--	---	-----

<b>Indicated Value by Cost Approach:</b>		=	<b>\$2,921</b>
--	--	---	----------------

**31007 Misc. Storage Cost Approach**



**Replacement Cost New At Stabilized Occupancy**  
**31008 Miscellaneous Storage**

(Ref.: Marshall Valuation Service)

<u>Inputs</u>			
Applicable Sections: 17 pg 4,12	17	Building Type:	Tool Shed
Class:	D	Type of Construction:	Average
Basic Cost of Building(s):	\$18.35 /sq. ft.	Building Size, GBA, sq. ft.:	80
Current Cost Multiplier:	0.96	Local Cost Multiplier:	0.96
Story-Height Multiplier:	1.000	Area-Perimeter Multiplier:	1.000
Number of Stories:	1	First Floor Area sq. ft.	80
Office or Retail Finish-Out:	0%	Effective Building Age:	5
Basement Area, sq. ft.:	0	Finished Area, sq. ft.:	0
Land Value:	N/A	Economic Life, years:	15

<u>Calculations</u>			
Adjusted Basic Cost Factor =	\$16.91 /sq. ft.	Basic Building Cost =	\$1,353

**Refinements**

Other		=	\$0
<b><u>Replacement Cost New (before developer's profit):</u></b>		=	<b>\$1,353</b>
Plus Developers Profit: 5.00% (Based on current economic conditions)		=	\$68
<b>Subtotal</b>		=	<b>\$1,421</b>
Less Physical Depreciation (Age/Life Method): 33.33%		=	\$474
Less Functional Depreciation: 0%		=	\$0
Less Economic Obsolescence: 0%		=	\$0
<b>Depreciated Cost of Improvements:</b>		=	<b>\$947</b>
plus Land Value:		=	N/A
<b>Indicated Value by Cost Approach:</b>		=	<b>\$947</b>

**31008 Misc. Storage Cost Approach**

**Replacement Cost New At Stabilized Occupancy**  
**31009 Office-Equipment-Shop Building**

(Ref.: Marshall Valuation Service)

**Inputs**

Applicable Sections: 14, Pg 9, 32		Building Type:	Service Garage
Class:	C	Type of Construction:	Good
Basic Cost of Building(s):	\$109.00 /sq. ft.	Building Size, GBA, sq. ft.:	7,080
Current Cost Multiplier:	0.96	Local Cost Multiplier:	0.96
Story-Height Multiplier:	1.064	Area-Perimeter Multiplier:	1.024
Number of Stories:	1	Shop Area, sq. ft.:	5,280
Office or Retail Finish-Out:	27%	Effective Building Age:	23
Basement Area, sq. ft.:	0	Finished Area, sq. ft.:	1,800
Land Value:	N/A	Economic Life, years:	35

**Calculations**

Adjusted Basic Cost Factor =	\$109.00 /sq. ft.	Basic Building Cost	=	\$771,720
------------------------------	-------------------	---------------------	---	-----------

**Refinements**

Fume Exhausters		\$2,060
-----------------	--	---------

Other		\$0
-------	--	-----

<b>Replacement Cost New (before developer's profit):</b>	=	<b>\$773,780</b>
--	---	------------------

Plus Developers Profit: 10.00% (Based on current economic conditions)	=	\$77,378
---	---	----------

<b>Subtotal</b>	=	<b>\$851,158</b>
-----------------	---	------------------

Less Physical Depreciation (Age/Life Method): 48.00%	=	\$408,556
--	---	-----------

Less Functional Depreciation: 20%	=	\$170,232
-----------------------------------	---	-----------

Less Economic Obsolescence: 0%	=	\$0
--------------------------------	---	-----

<b>Depreciated Cost of Improvements:</b>	=	<b>\$272,370</b>
--	---	------------------

plus Land Value:	=	N/A
------------------	---	-----

<b>Indicated Value by Cost Approach:</b>	=	<b>\$272,370</b>
--	---	------------------

**31009 Building Cost Approach**

**Replacement Cost New At Stabilized Occupancy**  
**31010 Miscellaneous Storage**

(Ref.: Marshall Valuation Service)

**Inputs**

Applicable Sections: 17 pg 12	17	Building Type:	Tool Shed Building
Class:	D	Type of Construction:	Average
Basic Cost of Building(s):	\$18.35 /sq. ft.	Building Size, GBA, sq. ft.:	120
Current Cost Multiplier:	0.96	Local Cost Multiplier:	0.96
Story-Height Multiplier:	1.000	Area-Perimeter Multiplier:	1.000
Number of Stories:	1	First Floor Area sq. ft.	120
Office or Retail Finish-Out:	0%	Effective Building Age:	9
Basement Area, sq. ft.:	0	Finished Area, sq. ft.:	0
Land Value:	N/A	Economic Life, years:	15

**Calculations**

Adjusted Basic Cost Factor =	\$16.91 /sq. ft.	Basic Building Cost =	\$2,029
------------------------------	------------------	-----------------------	---------

Other	=	\$0
<b>Replacement Cost New (before developer's profit):</b>	=	<b>\$2,029</b>
Plus Developers Profit: 5.00% (Based on current economic conditions)	=	\$101
<b>Subtotal</b>	=	<b>\$2,130</b>
Less Physical Depreciation (Age/Life Method): 60.00%	=	\$1,278
Less Functional Depreciation: 0%	=	\$0
Less Economic Obsolescence: 0%	=	\$0
<b>Depreciated Cost of Improvements:</b>	=	<b>\$852</b>
plus Land Value:	=	N/A
<b>Indicated Value by Cost Approach:</b>	=	<b>\$852</b>

**31010 Building Cost Approach**



**Replacement Cost New At Stabilized Occupancy**  
**31011 Fabric Hoop Building**

(Ref.: Marshall Valuation Service)

**Inputs**

Applicable Sections: 17 pg 10, 26	17	Building Type:	Hoop Arch Turkey Barn
Class:	S	Type of Construction:	Fair
Basic Cost of Building(s):	\$14.15 /sq. ft.	Building Size, GBA, sq. ft.:	2,562
Current Cost Multiplier:	0.96	Local Cost Multiplier:	0.96
Story-Height Multiplier:	1.000	Area-Perimeter Multiplier:	0.991
Number of Stories:	1	First Floor Area sq. ft.	3,172
Office or Retail Finish-Out:	0%	Effective Building Age:	10
Basement Area, sq. ft.:	0	Finished Area, sq. ft.:	0
Land Value:	N/A	Economic Life, years:	15

**Calculations**

Adjusted Basic Cost Factor =	\$13.58 /sq. ft.	Basic Building Cost =	\$43,088
------------------------------	------------------	-----------------------	----------

Other	=	\$0
<b><u>Replacement Cost New (before developer's profit):</u></b>	=	<b>\$43,088</b>
Plus Developers Profit: 5.00% (Based on current economic conditions)	=	\$2,154
<b>Subtotal</b>	=	<b>\$45,242</b>
Less Physical Depreciation (Age/Life Method): 66.67%	=	\$30,162
Less Functional Depreciation: 0%	=	\$0
Less Economic Obsolescence: 0%	=	\$0
<b>Depreciated Cost of Improvements:</b>	=	<b>\$15,080</b>
plus Land Value:	=	N/A
<b>Indicated Value by Cost Approach:</b>	=	<b>\$15,080</b>

**31011 Building Cost Approach**

**Replacement Cost New At Stabilized Occupancy**  
**No Building #- Miscellaneous Storage**

(Ref.: Marshall Valuation Service)

**Inputs**

Applicable Sections: 17 pg 3, 26	17	Building Type:	Farm Utility Bldg
Class:	D	Type of Construction:	Average
Basic Cost of Building(s):	\$19.45 /sq. ft.	Building Size, GBA, sq. ft.:	750
Current Cost Multiplier:	0.96	Local Cost Multiplier:	0.96
Story-Height Multiplier:	1.115	Area-Perimeter Multiplier:	1.311
Number of Stories:	1	First Floor Area sq. ft.	750
Office or Retail Finish-Out:	0%	Effective Building Age:	3
Basement Area, sq. ft.:	0	Finished Area, sq. ft.:	0
Land Value:	N/A	Economic Life, years:	25

**Calculations**

Adjusted Basic Cost Factor =	\$26.20 /sq. ft.	Basic Building Cost =	\$19,652
------------------------------	------------------	-----------------------	----------

**Refinements**

	x		
Other			\$0
<b><u>Replacement Cost New (before developer's profit):</u></b>		=	<b>\$19,652</b>
Plus Developers Profit: 5.00% (Based on current economic conditions)		=	\$983
<b>Subtotal</b>			<b>\$20,635</b>
Less Physical Depreciation (Age/Life Method): 12.00%		=	\$2,476
Less Functional Depreciation: 0%		=	\$0
Less Economic Obsolescence: 0%		=	\$0
<b>Depreciated Cost of Improvements:</b>		=	<b>\$18,159</b>
plus Land Value:		=	N/A
<b>Indicated Value by Cost Approach:</b>		=	<b>\$18,159</b>

Misc. Building a Cost Approach

**Replacement Cost New At Stabilized Occupancy**

(Ref.: Marshall Valuation Service)

**No Building #- Miscellaneous Storage b****Inputs**

Applicable Sections: 17 pg 4,12	17	Building Type:	Tool Shed
Class:	D	Type of Construction:	Average
Basic Cost of Building(s):	\$18.35 /sq. ft.	Building Size, GBA, sq. ft.:	64
Current Cost Multiplier:	0.96	Local Cost Multiplier:	0.96
Story-Height Multiplier:	1.000	Area-Perimeter Multiplier:	1.000
Number of Stories:	1	First Floor Area sq. ft.	64
Office or Retail Finish-Out:	0%	Effective Building Age:	5
Basement Area, sq. ft.:	0	Finished Area, sq. ft.:	0
Land Value:	N/A	Economic Life, years:	15

**Calculations**

Adjusted Basic Cost Factor = \$16.91 /sq. ft. Basic Building Cost = \$1,082

Other		\$0
<b>Replacement Cost New (before developer's profit):</b>	=	<b>\$1,082</b>
Plus Developers Profit: 5.00% (Based on current economic conditions)	=	\$54
<b>Subtotal</b>		<b>\$1,136</b>
Less Physical Depreciation (Age/Life Method): 33.33%	=	\$379
Less Functional Depreciation: 0%	=	\$0
Less Economic Obsolescence: 0%	=	\$0
<b>Depreciated Cost of Improvements:</b>	=	<b>\$757</b>
plus Land Value:	=	N/A
<b>Indicated Value by Cost Approach:</b>	=	<b>\$757</b>

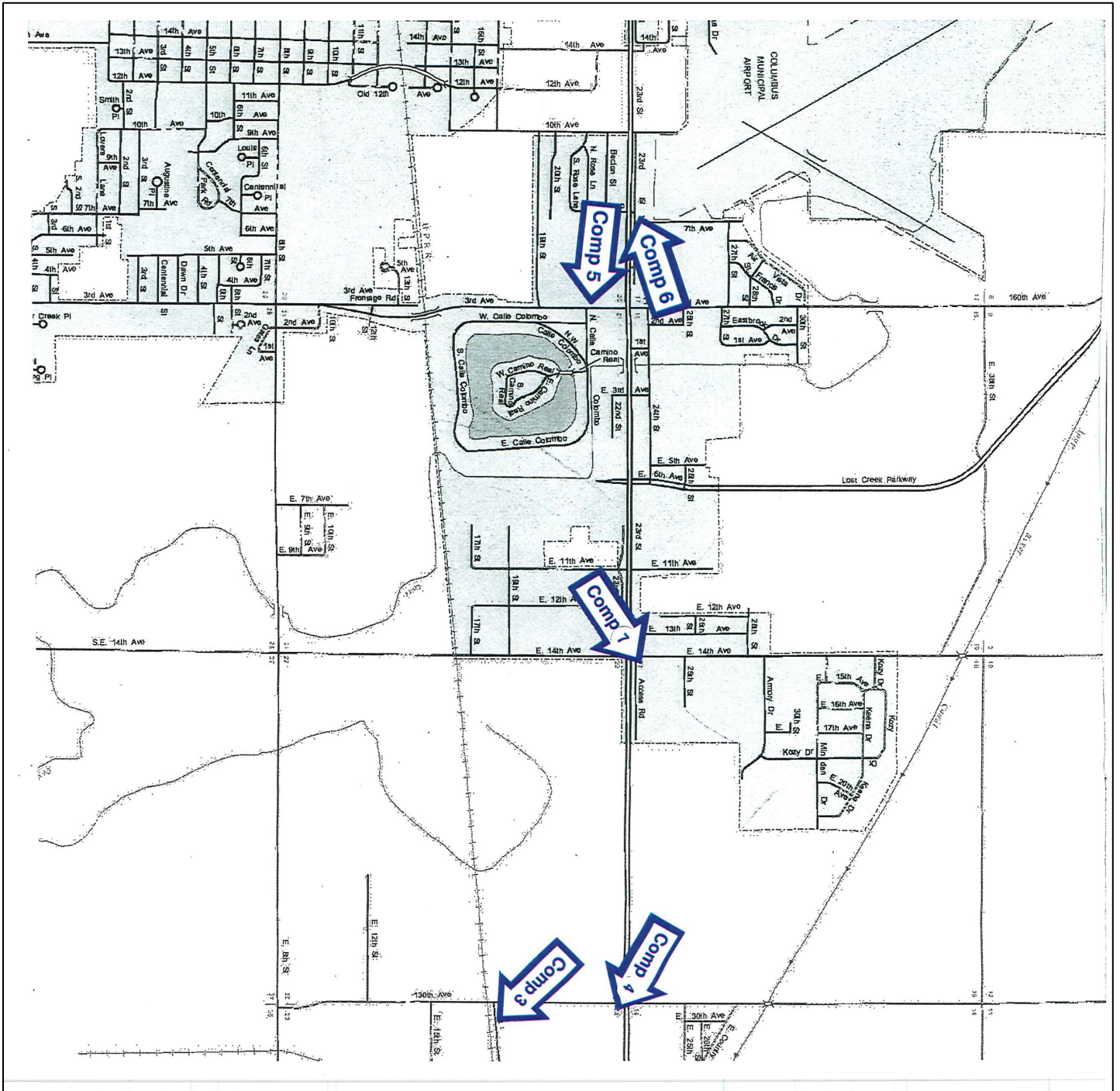
Misc. Building b Cost Approach





Sales Location Map a





Sales Location Map b

ITEM	Subject	SALE #	5	SALE #	6	SALE #	7
ADDRESS	3300 12th Street, Columbus, NE	2164 3rd Avenue, Columbus, NE		704 23rd Street, Columbus, NE		1414 E 23rd Street, Columbus, NE	
PROXIMITY TO SUBJECT		3.9 Miles Northeast		4.1 Miles Northeast		4.1 Miles Northeast	
SALE PRICE	Nothing	\$555,000.00		\$1,000,000.00		\$1,060,000.00	
PRICE/GROSS BUILDING AREA	#VALUE! PER SQ. FT.	\$141.94 PER SQ. FT.		\$416.67 PER SQ. FT.		\$186.88 PER SQ. FT.	
DATA SOURCE	Inspection NDOT Records	Inspection/Buyer County Records		Inspection/Buyer County Records		Inspection/Buyer County Records	
VALUE ADJUSTMENTS	DESCRIPTION	ADJUSTMENT		DESCRIPTION	ADJUSTMENT	DESCRIPTION	ADJUSTMENT
SALES OR FINANCING	N/A	Cash to Seller	\$ 50,000	Cash to Seller	-	Cash to Seller	-
Condition of Sale	N/A	Sold Low	-	None	-	None	-
DATE OF SALE/TIME	Sides Highway 30 Viaduct	5/2/2024		4/26/2022		2/28/2024	
LOCATION	Northwest Corner of 3rd Avenue & N Calle Columbo Street			Northwest Corner of Highway 30 & 7th Avenue		Northeast Corner of Highway 30 & E 14th Avenue	
QUALITY OF CONSTRUCTION	Average	Average	\$ (10,000)	Average	\$ (40,000)	Average	\$ (40,000)
YEAR BUILT/EFFECTIVE AGE	1954 to 2020+/-	1991 & 1997	-	1965 to 2021	-	1991	-
CONDITION	Average	Average		Good	\$ (50,000)	Good	\$ (50,000)
WAREHOUSE/GARAGE SQ. FT.	11,360	5,000	\$ 63,500	11,430	\$ (500)	19,600	\$ (82,500)
OFFICE SQ. FT.	3,080	1,050	\$ 40,500	1,390	\$ 34,000	2,400	\$ 13,500
LOT SIZE	178,530	37,510	\$ 174,000	52,200	\$ 59,000	89,125	\$ 22,500
FUNCTIONAL UTILITY	Irregular Shape	Rectangular Shape	\$ (20,000)	Rectangular Shape	\$ (20,000)	Rectangular Shape	\$ (20,000)
HEATING/COOLING	Heating & Cooling in office & Garage	Similar		Similar		Similar	
GARAGE/MAINTENANCE BAYS	13 Bays/13 Overhead Doors	4 Bays/4 Overhead Doors	\$ 9,000	3 Bays/3 Overhead Doors	\$ 10,000	2 Bays/2 Overhead Doors	\$ 11,000
FENCING	Yes	Yes		None	\$ 5,000	None	\$ 5,000
OUTBUILDINGS	3,172 sf Hoop Bldg/3,243 sf Outbldgs	2,704 Mini Storage	\$ 10,000	2,000 sf Outbldg & Shed	\$ 10,000	None	\$ 20,000
TANK REMOVAL	Removed	None		None		None	
NET ADJUSTMENT (TOTAL)			\$317,000.00		\$7,500.00		(\$120,500.00)
INDICATED VALUE OF SUBJECT			\$872,000.00		\$1,007,500.00		\$939,500.00

COMMENTS:  
Adjustments were rounded to the nearest \$500.

## Improved Sales Grid



## Commercial Land Sale # 01

Grantor: RDF Investments, LLC, a Nebraska Limited Liability Company  
Grantee: Bierman Property Management, LLC  
Legal Description: Lot 6, Block A, Westbrook Addition to the City of Columbus, Platte Co., NE

Instrument Type:	Warranty Deed	Document #:	253/1038
Date of Instrument:	01/20/2023	Date Recorded:	01/31/2023
Consideration:	\$1.00 & O.V.C.		
Revenue Stamps:	\$393.75	Indicated Price:	\$175,000.00
Confirmed By:	Real Estate Transfer Statement		
Confirmed To:	Tim Lentz	Date:	08/15/2024
Confirmed Price:	\$175,000.00		
Financing:	Unknown	Days on Market:	Several Years
Motive:	Unknown		
Inspected By:	Tim Lentz	Date:	08/06/2024
Prior sales past year:	This property also sold in September 2021 for \$162,500.		
Location:	51st Avenue, Columbus, NE 68601		
Size:	69,130.00 square feet	Dimension:	236.6' x 120' x 430.88' x 375' x 236.6'
Topography:	Level	Shape:	Irregular
Access:	Via paved 51st Avenue	Visibility:	Good to Highway 81
Zoning:	B-2 General Commercial District	Present Use:	Industrial
Utilities:	All city utilities are		
Improvements:	There are no improvements.		
Comments:	This sale was listed with a real estate agent and was on the market for several years. There was some slight negotiations, but the asking price was very close to the sale price. This property is located in a newer mixed-use area just north of Highway 81 that has industrial, commercial, and residential properties in the area.		
Sale Price Per Unit:	<b>\$2.53 per square foot</b>		



Aerial



Photo

Control #: Project #: MY31000

PLATTE COUNTY REGISTER OF DEEDS  
DIANE KAPELS  
January 31, 2023 01:50 PM  
RECORDED & ENTERED  
BOOK DEED 253 PAGE 1038  
Fee: 16.00 Return: 10 COUNTY TITLE

NEBRASKA DOCUMENTARY STAMP TAX Jan 31, 2023 \$393.75 By: JB	
--	--

AFTER RECORDING RETURN TO:  
10 County Title & Escrow, Inc.  
1371 26th Ave  
Columbus, NE 68601

**WARRANTY DEED**

RDF Investments, LLC, a Nebraska Limited Liability Company, GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration, conveys to GRANTEE, Bierman Property Management, LLC, the following described real estate (as defined in Neb. Rev. Stat. § 76-201):

Lot 6, Block A, Westbrook Addition to the City of Columbus, Platte County, Nebraska.

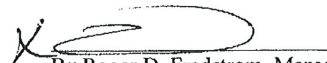
GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

1. is lawfully seized of such real estate and that it is free from encumbrances, EXCEPT subject to easements, reservations, and restrictions of record;
2. has legal power and lawful authority to convey the same;
3. warrants and will defend title to the real estate against the lawful claims of all persons.

Executed: January 20, 2023.

RDF Investments, LLC

10943

  
By Roger D. Fredstrom, Manager

1038

Deed



## Commercial Land Sale # 02

Grantor:	ATM Acquisitions, LLC, a Nebraska limited liability company and Growth Properties, LLC		
Grantee:	Rief Development, LLC, a Nebraska limited liability company		
Legal Description:	Lot 2, Highland Park Church 2nd Addition to the City of Columbus and Lot 3, Highland Park Church Addition to the City of Columbus, Platte Co., NE		
Instrument Type:	Warranty Deed	Document #:	256/583
Date of Instrument:	02/16/2024	Date Recorded:	02/23/2024
Consideration:	\$1.00 & O.V.C.		
Revenue Stamps:	\$765.00	Indicated Price:	\$340,000.00
Confirmed By:	Scott Rief		
Confirmed To:	Tim Lentz	Date:	08/14/2024
Confirmed Price:	\$340,000.00		
Financing:	Cash to the seller	Days on Market:	Several months
Motive:	Development		
Inspected By:	Tim Lentz	Date:	08/06/2024
Prior sales past year:	This property also sold in February 2021 for \$250,000.		
Location:	43rd Avenue, Columbus, NE 68601		
Size:	208,645.00 square feet	Dimension:	Lengthy- 2 irregular parcels
Topography:	Nearly level	Shape:	Irregular
Access:	Paved 43rd Avenue	Visibility:	Average
Zoning:	R-3 Multiple- Family Residential District	Present Use:	Residential
Utilities:	All city utilities are available.		
Improvements:	There are no improvements.		
Comments:	This property was listed with a real estate agent, and there was some other interest. The sale price was the asking price. The buyer thought that the price was on the high side. This property is located in a newer mixed-use area that has a hospital, commercial, vacant land, and residential properties.		
Sale Price Per Unit:	<b>\$1.63 per square foot</b>		



Aerial



Photo

Control #: Project #: MY31000

RECORDED & ENTERED  
BOOK 256 PAGE 583  
DEED  
2024 Feb 23 PM 01:59

*Deed*

REGISTER OF DEEDS  
PLATTE COUNTY, NE  
FEE \$ 22.00  
Simplifile -  
Platinum Title & Escrow, LLC

NEBRASKA DOCUMENTARY  
STAMP TAX  
\$ 765.00  
Feb 23 2024

Return To:  
Platinum Title & Escrow LLC  
17838 Burke St. Suite 102  
Omaha, NE 68118

### WARRANTY DEED

#### KNOW ALL MEN BY THESE PRESENTS THAT

ATM Acquisitions, LLC, a Nebraska limited liability company and Growth Properties, LLC, a Nebraska limited liability company

herein called the grantor whether one or more, in consideration of One Dollar and other valuable consideration received from grantee, do hereby grant, bargain, sell, convey and confirm unto

Rief Development, L.L.C., a Nebraska limited liability company

herein called the grantee whether one or more, the following described real property in Platte County, Nebraska, more particularly described as follows;

Lot 2, Highland Park Church 2nd Addition to the City of Columbus, Platte County, Nebraska.

Lot 3, Highland Park Church Addition to the City of Columbus, Platte County, Nebraska.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

And the grantor does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seized of said premises; that they are free from encumbrance except covenants, easements and restrictions of record, if any; and free from all regular taxes and special assessments, except those levied or assessed subsequent to date hereof; that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

2301063

583



Deed



## Industrial Land Sale # 03

Grantor:	GRQ, LLC, a Nebraska limited liability company		
Grantee:	Walker Lehr		
Legal Description:	Lot 2, GRQ, Inc. Second Subdivision, a replat of Lot 1A, GRQ, Inc. Subdivision & a Subdivision of part of Block 3, Canal Industrial Park located in the NW1/4 of Section 23, Township 17 North, Range 1 East of the 6th P.M., Platte Co., NE		
Instrument Type:	Warranty Deed	Document #:	250/232
Date of Instrument:	12/09/2021	Date Recorded:	12/10/2021
Consideration:	\$1.00 & O.V.C.		
Revenue Stamps:	\$200.25	Indicated Price:	\$89,000.00
Confirmed By:	Nicki- Admin. Assistant for Lance Lehr		
Confirmed To:	Tim Lentz	Date:	08/17/2022
Confirmed Price:	\$88,497.00		
Financing:	Cash to the seller	Days on Market:	Unknown
Motive:	Development- May be used for a loading facility or a parking lot.		
Inspected By:	Scott Williams	Date:	08/17/2022
Prior sales past year:	There has been no other recent sales activity.		
Location:	E 18th Street, Columbus, NE 68601		
Size:	84,283.44 square feet	Dimensions:	200.9' x 431.31' x 200' x 411.53'
Topography:	Nearly level	Shape:	Irregular
Access:	Via E 18th Street	Visibility:	Average
Zoning:	MH General Industrial District	Present Use:	Industrial
Utilities:	All city utilities are available.		
Improvements:	There are no improvements.		
Comments:	This was a private sale, and the buyer approached the seller. The asking price was \$3.00/sq. ft. The buyer did not think that there was anyone else that had expressed any recent interest in this property. This property is located in an industrial area just north of the railroad tracks with vacant land and buildings of a wide range of ages		
Sale Price Per Unit:	<b>\$1.05 per square foot</b>		



Aerial



Sale Photo

PLATTE COUNTY REGISTER OF DEEDS

DIANE KAPELS

December 10, 2021 03:02 PM

RECORDED & ENTERED

BOOK DEED 250 PAGE 232

Fee: 16.00 Return: 10 COUNTY TITLE

AFTER RECORDING RETURN TO:

10 County Title & Escrow, Inc.

2456 18th Ave.

Columbus, NE 68601

NEBRASKA DOCUMENTARY

STAMP TAX

Dec 10, 2021

\$200.25

By: SP

WARRANTY DEED

GRQ, LLC, A Nebraska limited liability company, GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration, conveys to GRANTEE, Walker Lehr, the following described real estate (as defined in Neb. Rev. Stat. § 76-201):

Lot 2, GRQ, Inc. Second Subdivision, a replat of Lot 1A, GRQ, Inc. Subdivision and a Subdivision of part of Block 3, Canal Industrial Park located in the Northwest 1/4 of Section 23, T17N, R1E of the 6th P.M., Platte County, Nebraska.

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

1. is lawfully seized of such real estate and that it is free from encumbrances, EXCEPT subject to easements, reservations, and restrictions of record;
2. has legal power and lawful authority to convey the same;
3. warrants and will defend title to the real estate against the lawful claims of all persons.

Executed: December 9, 2021.

11209

GRQ, LLC, A Nebraska limited liability company

Darrell Burrows  
By Darrell Burrows, Member

232

Deed



## Industrial Land Sale # 04

Grantor:	P & B, LLC, a Nebraska Limited Liability Company		
Grantee:	Lance W. Lehr		
Legal Description:	Lot 1, Lehr's Subdivision, a Minor Subdivision of part of Block 3, Canal Industrial Park Subdivision of the NW1/4, Section 23, Township 17 North, Range 1 East of the 6th P.M., Platte Co., NE		
Instrument Type:	Warranty Deed	Document #:	243/457
Date of Instrument:	08/28/2019	Date Recorded:	08/28/2019
Consideration:	\$1.00 & O.V.C.		
Revenue Stamps:	\$481.50	Indicated Price:	\$214,000.00
Confirmed By:	Lance Lehr		
Confirmed To:	Tim Lentz	Date:	04/07/2022
Confirmed Price:	\$213,750.00		
Financing:	Cash to the seller	Days on Market:	0
Motive:	Assemblage with the adjacent land to the south for developmental purposes.		
Inspected By:	Tim Lentz	Date:	04/06/2022
Prior sales past year:	There has been no other recent sales activity.		
Location:	E 23rd Street, Columbus, NE 68601		
Size:	117,176.00 square feet	Dimensions:	Unavailable
Topography:	Nearly level	Shape:	Irregular
Access:	No access available.	Visibility:	Good- Frontage on Highway 30
Zoning:	MH General Industrial District	Present Use:	Industrial
Utilities:	All city utilities are available.		
Improvements:	There are no improvements.		
Comments:	This was a private sale with the buyer approaching the seller. There were some negotiations involved. The buyer was unaware if there were others that had expressed interest. This land was purchases for an assemblage with the improved property to the south. The buyer is unsure what he is going to do with the site, but he has thought about a possible location for a fueling station if there is access to E 29th Avenue. He was hoping to have access to this property via access to E 29th Avenue, but there is new control of access along there which prevents a drive from being constructed. Access is also not allowed onto Highway 30. This property is located in an industrial area with a with buildings of a wide range of ages.		
Sale Price Per Unit:	<b>\$1.82 per square foot</b>		



Aerial



Photo

RECORDED & ENTERED  
BOOK 243 PAGE  
Deeds 457  
2019 AUG 28 PM 2:03

M/✓  
COM ✓ NS ✓  
C ✓ CS 0  
N ✓ S 0

*Siara Kogels*  
REGISTER OF DEEDS  
PLATTE COUNTY, NE

Fee: \$16.00  
Will Call: Platte County Title & Escrow Co.

AFTER RECORDING RETURN TO:  
Platte County Title & Escrow Co., 2511 15th St., Columbus NE 68601

NEBRASKA DOCUMENTARY  
STAMP TAX  
\$ 481.50  
AUG 28 2019

### WARRANTY DEED

P & B, LLC, a Nebraska Limited Liability Company, GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration, conveys to GRANTEE, Lance W. Lehr, the following described real estate (as defined in Neb. Rev. Stat § 76-201):

Lot 1, Lehr Subdivision, a Minor Subdivision of part of Block 3, Canal  
Industrial Park Subdivision of the NW1/4, Section 23, Township 17  
North, Range 1 East of the 6th P.M., Platte County, Nebraska.

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that  
GRANTOR:

1. is lawfully seized of such real estate and that it is free from encumbrances, EXCEPT subject to easements, reservations and restrictions of record;
2. has legal power and lawful authority to convey the same;
3. warrants and will defend title to the real estate against the lawful claims of all persons.

Executed: August 28, 2019  
PC1939

P & B, LLC

*Patrick E. Beans*  
By Patrick E. Beans, Member

457

Deed



## Industrial Improved Sale # 05

Grantor: Gulf C&C, LLC, a Nebraska limited liability company  
Grantee: Jeffrey & Marie Bruegger, H. & W.  
Legal Description: The south 110' of Lot 2, Block B, Replat of the North 580' of the Replat of Morningside Subdivision, City of Columbus, Platte Co., NE

Instrument Type:	Warranty Deed	Document #:	257/63
Date of Instrument:	05/02/2024	Date Recorded:	05/08/2024
Consideration:	\$1.00 & O.V.C.		
Revenue Stamps:	\$1,248.75	Indicated Price:	\$555,000.00
Confirmed By:	Jeff Bruegger		
Confirmed To:	Tim Lentz	Date:	08/14/2024
Confirmed Price:	\$555,000.00		
Financing:	Cash to the seller	Days on Market:	None- Auction
Motive:	Office and storage space for their business.		
Inspected By:	Tim Lentz	Date:	08/06/2024
Prior sales past year:	There has been no other recent sales activity.		
Location:	2164 3rd Avenue, Columbus, NE 68601		
Design:	Storage Warehouse/Office		
Occupant:	Unknown	Exterior:	Metal
GLA/GBA:	8,754.00 square feet		
Basement:	0.00 square feet	Basement Finish:	None
Quality:	Average	Condition:	Average
Age:	33//27	Functional Utility:	Forced Air Central in office area
Garage/Parking:		Heating/Cooling:	area
Additional Features:			
Size:	37,510.00 square feet	Dimension:	110' x 341'
Topography:	Nearly level	Shape:	Rectangular
Access:	Via paved 3rd Avenue B-2 General Commercial	Visibility:	Average
Zoning:	District	Present Use:	Industrial
Utilities:	All city utilities are available. There is a building with 5,000 sq. ft. of storage warehouse and a 1,050 sq. ft. office area built in 1991. It appears to be of average quality and condition. The buyer reported that the interior was in average condition. In addition, there are 10 mini-storage garages that were built in 1997. They are currently renting for \$80/month. The finished area has 2 office areas, breakroom, reception area, and 1 bathroom. The buyer reported that the interior was in average condition		
Improvements:	This property is located in an older mixed-use area with industrial and residential properties in the area. It sold at an auction, and there were several people bidding at the end of the auction. The buyer reported that he would have been willing to bid up to \$600,000 to obtain this property at the auction.		
Comments:			
Sale Price Per Unit:	<b>\$63.40 per square foot</b>		



Aerial



Photo

Control #: Project #: MY31000

PLATTE COUNTY REGISTER OF DEEDS  
DIANE KAPELS  
May 08, 2024 08:39 AM  
RECORDED & ENTERED  
BOOK DEED 257 PAGE 63  
Fee: 16.00 Return: 10 COUNTY TITLE

NEBRASKA DOCUMENTARY  
STAMP TAX  
May 08, 2024  
\$1248.75 By: SP

AFTER RECORDING RETURN TO:  
10 County Title & Escrow, Inc.  
1371 26th Ave  
Columbus, NE 68601

**CORPORATION WARRANTY DEED**

Gulf C&C, LLC, a Nebraska limited liability company, GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration, conveys to GRANTEE, Jeffrey Bruegger and Marie Bruegger, husband and wife, as joint tenants and not as tenants in common, the following described real estate (as defined in Neb. Rev. Stat. § 76-201):

The South 110 feet of Lot 2, Block B, Replat of the North 580 feet of the Replat of Morningside Subdivision, City of Columbus, Platte County, Nebraska

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

1. is lawfully seized of such real estate and that is free from encumbrances, EXCEPT subject to easements, reservations, and restrictions of record;
2. has legal power and lawful authority to convey the same;
3. warrants and will defend title to the real estate against the lawful claims of all persons.

Executed: 5-2, 2024.

12511  
Gulf C&C, LLC, a Nebraska limited liability company, a Nebraska corporation

By Adam Randall  
Adam Randall, Manager and Sole Member



## Industrial Improved Sale # 06

Grantor: Becher Place Properties, LLC, a Nebraska limited liability company  
Grantee: JKAI, LLC, a Nebraska limited liability company  
Legal Description: Lots 12 and 13, Poor Sisters of Saint Francis, 1st Addition to Columbus, Platte Co. NE

Instrument Type:	Warranty Deed	Document #:	251/517
Date of Instrument:	04/26/2022	Date Recorded:	05/02/2022
Consideration:	\$1.00 & O.V.C.		
Revenue Stamps:	\$2,250.00	Indicated Price:	\$1,000,000.00
Confirmed By:	Jason Gaver- Owner of JKAI		
Confirmed To:	Tim Lentz	Date:	08/14/2024
Confirmed Price:	\$1,000,000.00		
Financing:	Cash to the seller	Days on Market:	Few days
Motive:	Business location- Buyer was tenant at the time of the sale.		
Inspected By:	Tim Lentz	Date:	08/06/2024
Prior sales past year:	There has been no other recent sales activity.		
Location:	704 23rd Street, Columbus, NE 68601		
Design:	Service Repair Garage		
Occupant:	Tire Center	Exterior:	Metal
GLA/GBA:	12,820.00 square feet		
Basement:	0.00 square feet	Basement Finish:	None
Quality:	Average	Condition:	Average+
Age:	59	Functional Utility:	
Garage/Parking:		Heating/Cooling:	Forced Air/Central in office.
Additional Features:			
Size:	52,260.00 square feet	Dimension:	200' x 261.3'
Topography:	Level	Shape:	Rectangular
Access:	Via paved 7th Avenue	Visibility:	Good to Highway 30
Zoning:	M-H General Industrial District	Present Use:	Industrial
Utilities:	There is access to all city utilities.		
Improvements:	There is a building on the site with a service repair garage that has 11,430 sq. ft. and a 1,390 sq. ft. office area that was built in 1965. The buyer reported that the office area was in great shape and includes a reception area, 1 office, and 1 bath. The service garage has 4 overhead doors.		
Comments:	The building appears to be of average quality. The exterior appears to be in average condition. This property is located in an average mixed-use area with industrial, commercial, residential, and vacant land in the area. This was a private sale, and the buyer was the tenant for approx. 6 years at the time of the sale. The seller was set on the sale price with no room for negotiation. The buyer felt that this property would have sold for the same amount to any potential buyer.		
Sale Price Per Unit:	<b>\$0.00 per square foot</b>		



PLATTE COUNTY REGISTER OF DEEDS  
DIANE KAPELS  
May 02, 2022 10:43 AM  
RECORDED & ENTERED  
BOOK DEED 251 PAGE 517  
Fee: 16.00 Return: 10 COUNTY TITLE

NEBRASKA DOCUMENTARY STAMP TAX May 02, 2022 \$2250.00 By: JB	
---	--

AFTER RECORDING RETURN TO:  
10 County Title & Escrow, Inc.  
2456 18th Ave.  
Columbus, NE 68601

**WARRANTY DEED**

Becher Place Properties, LLC, a Nebraska limited liability company, GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration, conveys to GRANTEE, JKAI, LLC, a Nebraska limited liability company, the following described real estate (as defined in Neb. Rev. Stat. § 76-201):

**Lots 12 and 13, Poor Sisters of Saint Francis 1st Addition to Columbus, Platte County, Nebraska**

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

1. is lawfully seized of such real estate and that it is free from encumbrances, EXCEPT subject to easements, reservations, and restrictions of record;
2. has legal power and lawful authority to convey the same;
3. warrants and will defend title to the real estate against the lawful claims of all persons.

Executed: 26 April, 20 22

4836

Becher Place Properties, LLC

John Curry  
By John Curry, Managing Member

517

Deed



## Industrial Improved Sale # 07

Grantor:	Kearnky, LLC, a Nebraska limited liability company		
Grantee:	White Timber Properties, LLC, a Nebraska limited liability company		
Legal Description:	A tract of land located in the SW1/4 SW1/4 of Section 15, Township 17 North, Range 1 East of the 6th P.M., Platte Co., NE		
Instrument Type:	Special Warranty Deed	Document #:	256/655
Date of Instrument:	02/28/2024	Date Recorded:	03/01/2024
Consideration:	\$1.00 & O.V.C.		
Revenue Stamps:	\$2,385.00	Indicated Price:	\$1,060,000.00
Confirmed By:	Kyle Fritz- Partner with White Timber		
Confirmed To:	Tim Lentz	Date:	08/14/2024
Confirmed Price:	\$1,060,000.00		
Financing:	Cash to the seller.	Days on Market:	Unknown
Motive:	Expand the family business.		
Inspected By:	Tim Lentz	Date:	08/06/2024
Prior sales past year:	There has been no other recent sales activity.		
Location:	1414 East 23rd Street, Columbus, NE 68601		
Design:	Storage Warehouse/Office		
Occupant:	Northwest Electric	Exterior:	Vinyl/Steel
GLA/GBA:	22,000.00 square feet		
Basement:	0.00 square feet	Basement Finish:	None
Quality:	Average	Condition:	Average
Age:	33	Functional Utility:	Force Air/Central in the office area.
Garage/Parking:		Heating/Cooling:	
Additional Features:			
Size:	89,125.00 square feet	Dimension:	Unavailable
Topography:	Level	Shape:	Rectangular
Access:	Via paved East 14th Ave & a paved frontage road	Visibility:	Good to Highway 30
Zoning:	ML/C-1 Light Industrial	Present Use:	Industrial
Utilities:	All city utilities are available.		
Improvements:	There is a building with 19,600 sq. ft. of storage warehouse and 2,400 sq. ft. office area built in 1991. It appears to be of average quality and condition. The seller reported that the interior was dated. The HVAC was replaced about 5 years ago. The exterior appears to be in average condition. The seller reported that the interior was dated. The finished area has 10 offices, conference room, and 3 bathrooms.		
Comments:	This property is located in an older mixed-use area with some industrial, commercial, and residential properties in the area. This was a private sale, and the asking price was based on a market analysis by a local realtor. The buyer's father-in-law owned this business before it sold, but Mr. Fritz reported that it sold for about the same price that it would have if sold to someone else. This sale was on a 20-year land contract at about 5 to 5.5% rate. The buyer also did not feel that this had an affect on the sale price. The seller reported that the interior was dated.		
Sale Price Per Unit:	<b>\$0.00 per square foot</b>		



Aerial



Photo

Control #: Project #: MY31000

RECORDED & ENTERED  
BOOK 256 PAGE 655  
DEED  
2024 Mar 01 AM 11:06



REGISTER OF DEEDS  
PLATTE COUNTY, NE

FEE \$ 16.00

Simplifile -  
Nebraska Title Company-David City 217

NEBRASKA DOCUMENTARY  
STAMP TAX

\$2385.00

Mar 01 2024

**SPECIAL WARRANTY DEED**

Keamky, LLC, a Nebraska limited liability company, GRANTOR, in consideration of One Dollar and other good and valuable consideration received from White Timber Properties, LLC, a Nebraska limited liability company, as Grantee, conveys to GRANTEE, the following-described real estate located in Platte County, Nebraska:

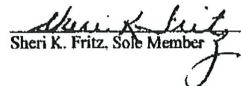
A tract of land located in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section Fifteen (15), Township Seventeen (17) North, Range One (1), East of the 6th P.M., Platte County, Nebraska, described as follows: Commencing at the Southwest corner of Section Fifteen (15), Township Seventeen (17) North, Range One (1), East of the 6th P.M., Platte County, Nebraska; thence Northerly on an assumed bearing of N00°00'00"E, 60.00 feet, to the point of beginning, said point also being on the North R.O.W. line of Highway No. 30; thence N00°00'00"E and on the West line of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ), 520.00 feet, to a point; thence S89°59'14"E, 231.00 feet, to a point; thence S00°00'00"E, 520.00 feet, to a point, said point also being on the North R.O.W. line of Highway No. 30; thence N89°59'14"W and on said North R.O.W. line of Highway No. 30, 231.00 feet, to the point of beginning. EXCEPT a tract of land located in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section Fifteen (15), Township Seventeen (17) North, Range One (1), East of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Beginning at the Southwest corner of Fritz Subdivision, being a part of said Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) and now in the City of Columbus, Platte County, Nebraska; thence N89°49'42"E, 231.08 feet on the South line of Fritz Subdivision to the Southeast corner thereof; thence S00°00'00"E, 60.00 feet; thence S89°49'42"W, 231.07 feet to the West line of said Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ); thence N00°11'05"W, 60.00 feet on the West line of said Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) to the point of beginning.

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seised of such real estate that it is free from encumbrances subject to easements, reservations, covenants and restrictions of record.
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend the title to the real estate against the lawful claims of all persons claiming the same or any part thereof by, through, or under Grantor, and none other.

Executed: this 1<sup>st</sup> day of February, 2024

Keamky, LLC,  
a Nebraska limited liability company

  
Sheri K. Fritz, Sole Member

Please Return recorded document to:  
Nebraska Title Company  
402 North 3rd Street  
David City, NE 68632

655

Deed





Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

EXHIBIT K

APPRAISAL REVIEW REPORT

Date: January 13, 2025  
To: Todd Wicken – Property Management Supervisor  
From: Mark Lorenz – Review Appraiser  
Subject: Project # MY31000

The appraisal report submitted by Tim Lentz for this tract of excess land has been reviewed and is approved when used with this review.

The reviewer completed a "desk review" and a "field review" of the appraiser's report. The desk review consisted of reading the report and viewing aerial plats. I checked the report for accuracy and completeness and made certain it communicated clearly. The field review consisted of a physical inspection of the neighborhood, subject property, and comparable sales.

My review determination of the fair market value for the excess land is:

**Market Value of Excess Land**

**\$950,000.00**

# ROW Appraisal Checklist

## Required Documentation

Topic	Review Response
Effective date of valuation	Yes
Date of appraisal or estimate	Yes
Intended use and user	Yes
Purpose and function of report	Yes
Property rights appraised	Yes
Interests Acquired	Yes
Scope of work	Yes
Project number	Yes
Tract number	Yes
Identification of property (address, legal description)	Yes
Recorded ownership (tenant info if available)	N/A
Five year title history	N/A
Area & Neighborhood description	Yes
Project data	N/A
Market overview	Yes
Site data (Size, Use, Dimensions, Shape, Access, etc.)	Yes
Improvement data (Type, Size, Condition, Age Functionality, etc.)	Yes
Zoning	Yes
Present use	Yes
Highest & best use	Yes
List of comparable sales with sales map	Yes
Direct comparison of sales to subject property	Yes
Comparable sales analysis complete & adequate	Yes
Proper valuation methods used	Yes
Determination of value and basis therefore	Yes
Valuation process logical & reasonable	Yes
Is the valuation report clear & does it guide and direct the reader?	Yes
Certification fulfills minimum requirements	Yes
Assumptions and limiting conditions	Yes
All necessary maps, plats, plans, floor plans, or photos	Yes
A log of contacts and inspections	Yes
Sales verified with principal	Yes
Date of sale	Yes
Names of grantees and grantors	Yes
Legal description/address of comparable	Yes
Area / Size	Yes
Types of improvements	Yes
Sale Price	Yes
Motive of buyer and/or seller	Yes
Conditions/terms of sale	Yes
Photographs of significant features	Yes
Deed recording information	Yes
Prior sales of comparable within one year	Yes

Project #: MY31000

Control #:

Tract #:

## CERTIFICATE OF REVIEW APPRAISER

**This opinion of value may not meet minimum standards contained in the Uniform Standards of Professional Appraisal Practice and is not governed by the Real Property Appraiser Act.**

**[In accordance with Neb. Rev. Stat. Section 76-2221(1)]**

**This opinion of value conforms to the requirements of Federal law (42 USC 4601 – 4655), Federal Rules and Regulations (49, CFR, Part 24 as amended) and the Nebraska Department of Transportation Right of Way Manual as approved by the Federal Highway.**

I certify that, to the best of my knowledge and belief:

- The statements of fact reported contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- That I understand that such estimate is to be used in connection with the sale of excess land by the State of Nebraska.
- That I have not revealed the findings and results of such estimate to anyone other than the proper officials of the acquiring agency or officials of the Federal Highway Administration, and will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
- My determination of compensation has been reached independently based on the appraisal and other factual data of record without collaboration or direction.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favor the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the appropriate State laws, regulations and policies and procedures.
- I have made a personal inspection of the property that is the subject of this report. I have made a personal inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal.
- No one provided significant appraisal, appraisal review, or appraisal consulting assistance to the person signing this certification.

My Review determination of the fair market value for the excess land is \$950,000.00 as of 08/07/2024.

January 13, 2025

Date



Mark Lorenz

*Salaried Review Appraiser for NDOT*

Project #: MY31000

Control #:

Tract #: