



DEPARTMENT OF TRANSPORTATION

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

ACQUISITION CONTRACT

Copies to:

- 1. Right of Way Division, Nebraska Department of Transportation
2. Owner (NDOT Approved)
3. Owner
4. District

Project Number:
Control Number:
Tract Number:

THIS CONTRACT, made and entered into this ___ day of ___, ___ by and between, ___
Address: ___, hereinafter called the LESSEE, and the State of Nebraska, Department of
Transportation, hereinafter called the STATE.

LEASEHOLD INTEREST

WITNESSETH: In consideration of the payment or payments as specified below, the LESSEE hereby
relinquishes to the STATE, all leasehold interest to certain lands and any improvements thereon owned
by ___.

The property to which the LESSEE hereby permanently relinquishes interest is described as follows:

Insert Permanent
Leasehold Interest
Description

The property to which the LESSEE hereby temporarily relinquishes interest is described as follows:

Insert Temporary
Leasehold Interest
Description

It is understood that the easement area(s) may be used for the temporary relocation of utilities during the
construction of the project.

It is hereby agreed that possession of the above described premises is the essence of this contract and
the STATE may take immediate possession of the premises upon signing of this contract.

It is further agreed that relinquishment of LESSEE interest to areas conveyed temporarily shall be during
the period of construction and shall cease upon acceptance of the project by the STATE.

Table with 2 columns: Relinquishment of leasehold interest to approximately ___ acres and monetary value in dollars (\$). Includes a TOTAL row.

It is agreed and understood that the STATE is hereby granted an immediate right of entry upon the
premises described above.

Any fence constructed, reconstructed or moved by Owner/Tenant pursuant to this acquisition must be placed outside of the limits of State property. It is expressly agreed that any fence erected along the new property line by Owner/Tenant will be owned by the property owner and will not be a "division fence" as that phrase is used under Nebraska law.

The above payments shall cover all damages caused by the establishment and construction of the above project except for LESSEE'S share of CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting . CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The LESSEE agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

This contract shall be binding on both parties from its inception, but, should none of the above real estate be required, this contract shall terminate.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the STATE, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the STATE.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

LESSEE

By _____
Right of Way Manager

Date _____

Dated this _____ day of _____, 20 _____

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

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

WITNESS my hand and Notarial Seal the day and year above written.

Notary _____

My commission expires the _____ day of _____, 20 _____

STATE OF _____

ss.

County

Dated this _____ day of _____, 20 _____

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

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

WITNESS my hand and Notarial Seal the day and year above written.

Notary _____

My commission expires the _____ day of _____, 20 _____

STATE OF _____

ss.

County