

**RIGHT OF ENTRY AGREEMENT (LESSEE)**

This agreement entered into this Date day of Month, Year, by and between the State of Nebraska, Department of Roads, hereinafter called the STATE, and Lessee Name and Address, hereinafter called the LESSEE.

Whereas: the STATE is in the process of appraising, negotiating, or instituting condemnation proceedings for the acquisition for certain real estate owned by the LESSEE: and such real estate is immediately needed for highway construction purposes:

NOW THEREFORE, in consideration of the STATE agreeing to acquire the necessary real estate as soon as possible after the execution of this agreement, the LESSEE hereby grants to the STATE the right to enter upon the following described real estate:

[Place Legal Description Here]

The STATE agrees to pay LESSEE the sum of \$0.00 as rent for the use of the above described real estate, for the term commencing upon the date that the STATE enters upon property leased by the LESSEE to construct the public improvement and continuing until the STATE has acquired title to the above described property.

LESSEE hereby covenants to not bring suit against the STATE under Neb.Rev. Stat. § 76-705, under Article I, Section 21 of the Nebraska Constitution, under the Fifth Amendment to the U.S. Constitution, under 42 U.S.C. Section 1983, or under any other provision of law alleging a taking or damaging of property leased by the LESSEE arising out of STATE'S entry upon, use and occupation of, the above described real estate.

Upon the execution of this agreement, the STATE, its agents, employees, and all persons contracting with the STATE and their employees, may make immediate entry upon said premises. Such entry shall include, but not be limited to the right to excavate, construct permanent structures, store material and machinery, and all other things incidental to the construction of highways and bridges, as if the STATE were the fee LESSEE of said real estate.

It is further understood that this agreement shall in no way constitute a waiver of any lawful claims for the value of the LESSEE'S interest in property to be acquired and damages, if any, to the leasehold estate. No claim for damages for wrongful entry or trespass shall be made by the LESSEE against the STATE.

This agreement shall terminate upon the STATE acquiring title, either by contract or by condemnation proceedings.

STATE OF NEBRASKA  
DEPARTMENT OF ROADS

LESSEE

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*Right of Way Manager*

Project No.:

Lessee:

Control No.:

Tract No.: