

Project No.: () - Tr.



STATE OF NEBRASKA
DEPARTMENT OF ROADS

ACQUISITION CONTRACT

Copies to:

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

Project No.:
Control No.:
Tract No.:

THIS CONTRACT, made and entered into this _____ day of _____, 20____
by and between , _____

Address: _____

hereinafter called the OWNER, and the State of Nebraska, Department of Roads, hereinafter called the STATE.

CONTROL OF ACCESS

[Insert Controlled Access Description Here]

The STATE agrees to purchase the above described Control of Access and to pay, therefore, upon the delivery of said executed Deed.

	\$
TOTAL	\$

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 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.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived his/her right to receive such payment.

Expenses for partial release of mortgages will be paid by the STATE, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the STATE to the OWNER.

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 ROADS

OWNER

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