

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.

WITNESSETH: In consideration of the payment of [ **Insert amount of payment here.** ] for [ **Insert property paid for here.** ] owner does hereby remise, release and forever discharge, and hold harmless, the State, its successors and assigns, of any and all manner of actions, causes of actions, suits, proceeding judgements, damages, claims and demands whatsoever in law or equity which he may have had, does have, or might have now, or in the future, arising from the construction of Project Number ().

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

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**REMARKS**

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**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.

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STATE OF NEBRASKA  
DEPARTMENT OF ROADS

Project No.: () - Tr.

OWNER

By \_\_\_\_\_  
*Right of Way Manager*

\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

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.

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.

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

Notary \_\_\_\_\_

Notary \_\_\_\_\_

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

STATE OF \_\_\_\_\_

STATE OF \_\_\_\_\_

ss.

ss.

\_\_\_\_\_ County

\_\_\_\_\_ County