



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.: 1

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.

**RIGHT OF WAY**

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the STATE, a deed which will be prepared and furnished by the STATE, to certain real estate described as follows:

[ Insert Legal Description Here ]

The STATE agrees to purchase the above described Right of Way and/or Easement(s) and to pay, therefore, upon the delivery of said executed Deed and/or Easement(s). If the OWNER so desires, he/she shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

	\$
<b>TOTAL</b>	\$

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 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

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shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

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.

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**REMARKS**

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Should it become necessary to revoke this permit, the Property Owner shall be entitled to \$\_\_\_\_\_, which represents total damages and compensation due and owing the Owner for the remainder land lost to future production due to the removal of the irrigation system from State Right-of-Way. The compensation payable under this clause shall be to the party to the permit unless such compensation is assigned to another and recorded.

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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

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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

Project No.: () - Tr. 1

**PERMIT TO ENCROACH ON PUBLIC RIGHT-OF-WAY WITH PIVOT IRRIGATION SYSTEM**

**Project No.** (Proj. No.)                      **Tract No.** (Tract No.)      **Date:**                                      **Permit No.** I - 000(Permit No.)  
10/9/2012

**All correspondence or inquiries relative to this permit must refer to the permit number shown at right.**

**Permit issued to:** Name(s)  
Address  
City, State Zip

**For Land Situated in :** (1/4 Direction) ¼, Sec (Section No.), T (Township No.) N, R (Range No. and Direction), (County Name) County

**Location:** Occupy Right of Way on the (Direction) side of Highway No. (Hwy. No.) at a point (Feet) feet (Direction) of the (Line) Line of said Section (Section No.).

**Reference Post No. (Ref. Post No.)                                      District #: (Dist. No.)**

The applicant is granted permission for the Pivot Irrigation System to extend into Public Right-of-Way if said system was totally on private property prior to proposed highway improvement.

**THIS PERMIT IS ISSUED SUBJECT TO THE FOLLOWING CONDITIONS:**

- 1. The end of the Pivot Irrigation Boom must be a minimum of 30 feet from the main traveled way of the highway.**
- 2. The Irrigation equipment must incorporate either a manual or mechanical shut off device to prevent the sprinkle nozzles from operating while within the Public Right-of-Way.**
- 3. The Irrigation System shall not be permitted to spray water onto the main traveled way of the highway.**
- 4. The traveling support mechanism shall remain on private property at all times.**
- 5. The irrigation system shall not be permitted to overhang the right of way when not being used for irrigation purposes.**

**The Owner, his assignees or heirs agree to accept full responsibility to the public for any losses or damages caused by or directly traceable to the Pivot Irrigation System extending into the highway right of way. The Owner will hold the State harmless from any suits brought against the State arising from the Pivot Irrigation System extending into the highway right of way.**

**This permit shall remain in force until the permit is cancelled by the State or the Irrigation Equipment is no longer needed and removed.**

This permit may be cancelled after 60 days written notice is filed with the property owner for violation of any of the above mentioned provisions or future improvements to the highway requires that the Irrigation System cannot extend into the highway right-of-way.

**Should it become necessary to revoke this permit, the Property Owner shall be entitled to \$(Dollar Amount), which represents total damages and compensation due and owing the Owner for the remainder land lost to future production due to the removal of the irrigation system from State Right-of-Way. The compensation payable under this clause shall be to the party to the permit unless such compensation is assigned to another and recorded.**

If the encroachment has not been removed by the specified date in the written notice, the State will proceed to remove that encroachment over the highway right-of-way.

Approved \_\_\_\_\_ for  
(Date)

STATE OF NEBRASKA, DEPARTMENT OF ROADS

\_\_\_\_\_  
Property Management Supervisor

STATE OF \_\_\_\_\_ )  
 )ss.  
\_\_\_\_\_ COUNTY)

On this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, 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 last above written.

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

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