

Salvage Purchase and Removal Contract

Project:
C.N.
Tract:

This agreement entered into this ___ day of _____, 20__, by and between _____ hereinafter referred to as BUYER, and the STATE OF NEBRASKA, DEPARTMENT OF ROADS, hereinafter referred to as STATE.

WHEREAS, the property described as Tract ___ on Project _____, was purchased by the STATE for purposes of constructing a highway improvement, and,

WHEREAS, the above described property is improved with buildings not necessary to said highway improvement, and, (list improvements purchased below)

WHEREAS, the STATE is desirous of removing said improvements and BUYER is desirous of purchasing said improvements.

NOW THEREFORE, STATE and BUYER agree as follows:

BUYER agrees to pay to the STATE the sum of \$_____.

BUYER agrees to remove or salvage the buildings located upon the above-described property before _____. If the BUYER fails to remove the property by this date, the BUYER forfeits all claims, rights, title and damages thereto, to the STATE, and the STATE may remove, destroy, or dispose of the property in such a manner as it may see fit. The STATE will also retain the purchase price and the performance bond as listed above. Any extension of the removal date must be in writing from the STATE.

STATE agrees to relinquish all right and title to the improvements to be removed. BUYER shall be entitled to all materials in the buildings so removed except that any piping, conduit, cable or equipment of any nature belonging to public service companies or others, shall not become the property of the BUYER, unless same are abandoned by such companies or persons.

The BUYER shall furnish all labor, material and equipment and shall perform all services and work required to remove buildings and structures in strict accordance with the specifications and in accordance with the local ordinances pertaining to the moving and wrecking of buildings and structures.

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The BUYER shall remove all buildings he/she has purchased, to the top of the foundation walls, and shall remove all debris from the premises, on or before the removal date listed above. The BUYER need not remove foundations, sidewalks or any concrete sections, unless he/she elects to do so.

The buildings purchased under this contract must be salvaged or removed by the BUYER and under no circumstances are said buildings to be leased, rented or occupied for any purpose other than salvage or removal by the BUYER or his/her assigns.

(name)

(address)

(City, State, Zip)

STATE OF NEBRASKA

DEPARTMENT OF ROADS

Right of Way Manager

Property Management Supervisor

Improvements Purchased with this contract

