

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION
ACQUISITION CONTRACT**

Copies to:

- 1. Local Public Agency
- 2. Owner
- 3. Buyer

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 _____, hereinafter called the BUYER.

PERMANENT EASEMENT

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the BUYER, a Permanent Easement for the construction, operation and maintenance of a public road right-of-way which will be prepared and furnished by the BUYER, to certain real estate described in exhibit 1. (The description may be stated in either "metes and bounds" or "station and offsets")

It is understood that the easement area(s) may be used for the permanent relocation of utilities during the construction of the project.

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

Approximately _____ acres at \$ _____ per acre	\$ _____
Approximately _____ acres at \$ _____ per acre	_____
Approximately _____ acres at \$ _____ per acre	_____
Moving and replacing approximately _____ rods of fence at \$ _____ per rod	_____
Moving and replacing approximately _____ rods of fence at \$ _____ per rod	_____
Other Damages: _____	_____
_____	_____
_____	_____
TOTAL	\$ _____

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

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 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 their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, 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 BUYER 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 BUYER, 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 BUYER.

BUYER

OWNER

By _____

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 _____

STATE OF _____

STATE OF _____

ss.

ss.

_____ County

_____ County