

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION
ACQUISITION CONTRACT**

Copies to:

- 1. Right of Way Division, Nebraska Department of Roads
- 2. Owner
- 3. Buyer

Project No.: BRO-1234(5)
 Control No.: 90134
 Tract No.: 3

THIS CONTRACT, made and entered into this _____ day of _____, 20____
 by and between _____, A.G.C. Corporation

Address: _____ Rural Smithtown, Ne.

hereinafter called the OWNER, and Eagle County, hereinafter called the BUYER.

RIGHT OF WAY

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the BUYER, a deed which will be prepared and furnished by the BUYER, to certain real estate described in attachment 1.

The BUYER agrees to purchase the above described Right of Way and to pay, therefore, upon the delivery of said executed 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 <u>1.33</u> acres at \$ <u>1000.00</u> per acre (Fee Simple)	<u>1,330.00</u>
Approximately <u>0.92</u> acres at \$ _____ per acre (Permanent Easement)	<u>2,640.00</u>
Approximately <u>0.79</u> acres at \$ _____ per acre (Temporary Easement)	<u>80.00</u>
Moving and replacing approximately <u>160</u> rods of fence at \$ <u>13.50</u> per rod	<u>2,160.00</u>
Moving and replacing approximately _____ rods of fence at \$ _____ per rod	_____
Damages for Control of Access: _____	_____
Other Damages: _____	_____
TOTAL	\$ <u>6,210.00</u>

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.

Project No.: 1234(5) - Tr. 3

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

There is a tenant on this property. Those rights and compensation will be dealt with separately.

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