

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 Lessee** \_\_\_\_\_

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
 by and between , Farms Little \_\_\_\_\_

Address: Hwy. 12, Smithtown, Ne. 67676 \_\_\_\_\_

hereinafter called the LESSEE, and Eagle County \_\_\_\_\_, hereinafter  
 called the BUYER.

**LEASEHOLD INTEREST**

WITNESSETH: In consideration of the payment or payments as specified below, the LESSEE hereby relinquishes to the BUYER, all leasehold interest to certain lands and any improvements thereon owned by \_\_\_\_\_ Board of Educational Land and Funds \_\_\_\_\_.

The property to which the LESSEE hereby **permanently** relinquishes interest is described in attachment 1.

The property to which the LESSEE hereby **temporarily** relinquishes interest is described in attachment 2.

It is hereby agreed that possession of the above described premises is the essence of this contract and the BUYER may take immediate possession of the premises upon signing of this contract.

It is further agreed that relinquishment of LESSEE interest to areas conveyed temporarily shall be during the period of construction and shall cease upon acceptance of the project by the BUYER.

Moving and replacing approximately <u>22</u> rods of fence at \$ <u>14.00</u> per rod	<u>\$ 308.00</u>
Moving and replacing approximately _____ rods of fence at \$ _____ per rod	_____
Moving and replacing approximately _____ rods of fence at \$ _____ per rod	_____
Relinquishment of leasehold interest to approximately <u>1.05</u> acres.	<u>25.00</u>
Other Damages: _____	_____
<b>TOTAL</b>	<b>\$ <u>333.00</u></b>

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 LESSEE'S share of 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 LESSEE agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

This contract shall be binding on both parties from its inception, but, should none of the above real estate be required, this contract shall terminate.

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**

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**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.

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BUYER

LESSEE

\_\_\_\_\_

\_\_\_\_\_

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