

FILED

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 990271
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 19th DAY OF January, A.D. 19 99
AT 8:39 O'CLOCK A. M. AND RECORDED IN BOOK
295 AT PAGE 495-500
COUNTY CLERK Charlotte L. Petersen
DEPUTY Karim Madson

Recorded
General _____
Numerical _____
Photostat _____
Proofed _____

99 JAN 19 AM 8:39

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY, CLERK
BLAIR, NEBR.

EASEMENT

THIS AGREEMENT made on January 14, 1999, by and between the City of Blair, Nebraska, a Municipal Corporation, hereinafter referred to as "Grantor", and JCM Investments, Inc., a Nebraska Corporation, hereinafter referred to as "Grantee".

IN CONSIDERATION as set forth herein and other mutual covenants contained herein, the Grantor does hereby grant to the Grantee an easement over and across a portion of the Grantor's right of way, more particularly described as follows:

The median on Deerfield Boulevard Street in Deerfield Addition in the area of the intersection of Deerfield Boulevard Street and Highway 75.

This easement is granted for the purpose of the construction, placement, and maintenance of an entrance marker which shall be constructed according to the drawing attached hereto, marked Exhibit "A" and by this reference made a part hereof.

No modifications of such design, either at the time of construction or subsequent thereto, shall be made without specific authorization in writing from the Grantor consenting to such modifications.

This easement shall continue for five years from the date hereof (the "Initial Easement Period") and thereafter until such time as the Grantor desires to terminate same. Such termination shall be with cause during the Initial Easement Period and thereafter shall be in the sole and absolute discretion of the Grantor. The Grantor shall give notice in writing of such termination not

less than sixty (60) days prior to such termination which such notice may be given to the Grantee by regular United States mail, postage prepaid. During the Initial Easement Period the Grantee shall have the right to cure the default set forth in such notice within such sixty day period. In the event of the termination of this easement during the Initial Easement Period, upon the request of the Grantor, the Grantee shall remove such entrance marker. It is specifically understood and agreed that the Grantor shall not be liable to the Grantee for any damages whatsoever upon termination of this easement.

The Grantee shall at its expense provide and maintain with respect to this easement and the entrance marker described herein comprehensive general public liability insurance insuring the Grantee as the named insured, and the Grantor as an additional insured, providing coverage of not less than \$1,000,000 for injuries to persons or damage to property resulting from the granting of this easement, and the construction, maintenance, repair and existence of the entrance marker. The Grantee shall provide the Grantor with current policies of such liability insurance which policies shall show the Grantor as an additional insured and include an endorsement that the insurance company cannot amend or cancel such insurance policy without providing twenty (20) days prior written notice to the Grantor. The Grantee agrees to keep such insurance policies in effect at all times during the Initial Easement Period. The Grantee agrees to indemnify the Grantor for any losses or damages incurred by the Grantor as a result of the Grantee's failure to obtain and maintain such insurance pursuant to this paragraph.

Grantee shall be responsible for and shall pay any expenses related to the maintenance and upkeep of the entrance maker during the Initial Easement Period or until Grantee assigns it's interest in the entrance marker hereunder, whichever first occurs, and the parties specifically agree

and understand that Grantor shall have no duty or responsibility in the maintenance or upkeep of the entrance marker. Should the Grantee or its assigns fail to maintain the entrance marker as required herein, Grantor shall have the right to terminate this easement and remove the entrance marker subject to the notice and cure provisions set forth herein.

This easement may not be assigned by the Grantee, without the prior written consent of Grantor, and the rights under this easement shall not run with the land, however, the Grantee shall have the right to assign its interest in the entrance marker to a homeowners association one of whose purposes includes the maintenance and repair of the entrance marker.

This easement shall be binding upon and inure to the benefit of the parties hereto, their assigns and successors.

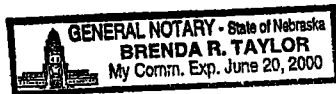
CITY OF BLAIR, NEBRASKA

By: [Signature]
MICHAEL A. MINES, MAYOR

JCM INVESTMENTS, INC., a Nebraska Corporation

By: [Signature]

SUBSCRIBED AND SWORN to before me this 14th day of January, 1999, by Michael A. Mines, Mayor of the City of Blair, Nebraska.



[Signature]
Notary Public

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⁹⁷⁶ SUBSCRIBED AND SWORN to before me this 7th day of January,
1998, by Judith C. Morrison the president of JCM Investments, Inc., a Nebraska
Corporation.

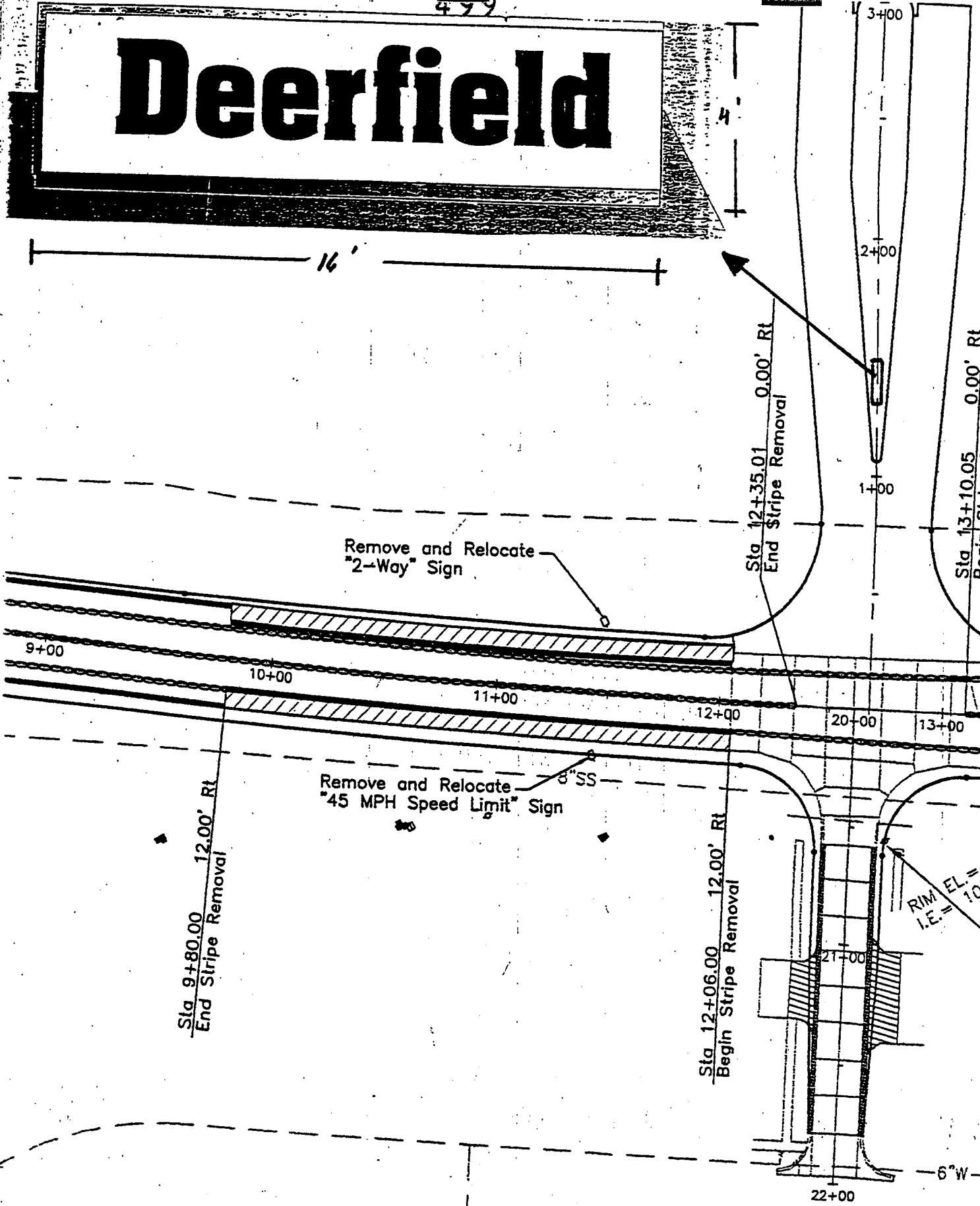
Kristy J. Gregath
Notary Public

FAAGREES\REAL\EASE\TVCM2.BLR



Deerfield

499



499

REMOVAL PLAN

11+70	0+00	L	20.0
13+20	8+25	L	26.0'

500

** For Information Only **

FIBER OPTICS LINE

Remove and Relocate
"No Passing" Sign

I.E. Of 2
I.E. Of C

14+00

15+00

RIM EL = 1063.23
I.E. (W) = 1058.78
I.E. (N) = 1058.16

119+804 77

8"SS

8"SS

62.90
28

RIM EL = 1062.14
I.E. = 1058.45

8"SS

Power Pole to be
relocated by OPPD

500