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EASEMENT

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS-70-43.  
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD.  
 THIS 10<sup>th</sup> DAY OF July A.D. 1990.  
 AT 8:17 O'CLOCK P.M. AND RECORDED IN BOOK  
 194 AT PAGE 256-5  
 COUNTY CLERK *Charles L. Pate*  
 DEPUTY *Bruce Warren*

CHARLES L. PATE  
 CLERK  
 BLAIR, NEBR.

This Agreement made this 10<sup>th</sup> day of April, 1990, by and between the City of Blair, Nebraska, a Municipal Corporation, hereinafter referred to as "Grantor", and Loyal J. Drey and Marlene M. Drey, husband and wife, hereinafter referred to as "Grantees".

In consideration of One Dollar and other mutual covenants contained herein the Grantor does hereby grant to the Grantees a right of way easement on the following described real estate:

Beginning at a point on the South line of Block 30, original townsite of Blair, Washington County, Nebraska, said point being 50.00 feet East of the centerline of 19th Street, and assuming the South line of said Block 30 to bear due East and West; thence East a distance of 130.00 feet; thence South a distance of 27.50 feet; thence West a distance of 130.00 feet; thence North a distance of 27.50 feet to the point of beginning.

for the sole purpose of vehicular parking for Loyal's Foodmart.

No modifications of such parking area shall be made without specific authorization in writing from the Grantor consenting to such modifications.

This easement shall continue until such time as the Grantor desires to terminate same. Such termination may be with or without cause and shall be in the sole and absolute discretion of the Grantor. The Grantor shall give notice in writing of such termination not less than fifteen (15) days prior to such termination which such notice may be given to the Grantees by regular United States mail, postage prepaid. In the event and at such time of the termination of this easement, the Grantees shall remove such parking lot at their own expense. It is specifically understood and agreed that the Grantor shall not be liable to the

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Grantees for any damages whatsoever upon termination of this easement.

The Grantees further hereby agree to save harmless and indemnify the Grantor from any and all claims, causes of action, damages, injuries, or any other liabilities of any nature or kind whatsoever, which may arise from any reason whatsoever as a result of the construction, maintenance, and the placement of such improvements on municipal right of way. Such indemnification and save harmless shall apply not only to the Grantees but shall apply as well to any claims, causes of action, damages, injuries, or any other liabilities of any nature or kind sustained by any third parties, persons, or any other entities which such claims, or causes of action may be brought against the municipality. Such indemnification save harmless shall apply not only to such damages and injuries, but shall specifically include but not be limited to attorney fees and reasonable cost of defense of any such claims. Such indemnification and save harmless shall further specifically include but not be limited to any damages to municipal property including the right of way, grades, drainage structures, ditches, roadways, or any other municipal property as the result of the construction of said fence and the Grantees shall further be liable to the municipality for any attorney fees, expenses, or other expenses incurred in recovery of such damages.

This easement may not be assigned by the Grantees and the rights under this easement shall not run with the land but shall

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terminate upon conveyance of the property adjacent to such right of way which is owned by the Grantees.

CITY OF BLAIR, NEBRASKA  
A MUNICIPAL CORPORATION

BY M. Stanley Jensen  
M. STANLEY JENSEN, MAYOR

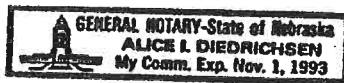
Loyal J. Drey  
Loyal J. Drey

Marlene M. Drey  
Marlene M. Drey

STATE OF NEBRASKA )  
WASHINGTON COUNTY ) ss

Before me, the undersigned, a Notary Public in and for said county and states, personally came M. Stanley Jensen, Mayor of the City of Blair, Nebraska, a Municipal Corporation, to me known to be the identical person who signed the above and foregoing Easement as Grantor and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and seal this 24<sup>th</sup> day of April, 1990.



Alice I. Diedrichsen  
NOTARY PUBLIC

STATE OF NEBRASKA )  
WASHINGTON COUNTY ) ss

Before me, the undersigned, a Notary Public in and for said county and states, personally came Loyal J. Drey and Marlene M. Drey, to me known to be the identical persons who signed the above and foregoing Easement as Grantees and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and seal this 18 day of April, 1990.



G. P. Drew  
NOTARY PUBLIC

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