PROPERTY MAINTENANCE AGREEMENT

THIS PROPERTY MAINTENANCE AGREEMENT ("Agreement") is entered into on the date all parties have signed, by and between the Community Redevelopment Authority of the City of Gothenburg, Nebraska ("Authority"), and the City of Gothenburg, a Nebraska municipality ("City").

WHEREAS, the Authority is the owner of that certain real property more particularly described as Lot 6, Block 9, First Addition to the City of Gothenburg, Dawson County, Nebraska ("Authority Property"); and

WHEREAS, the Authority and City desire to enter into this Agreement regarding the maintenance and use of the Authority Property for public parking purposes;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. MAINTENANCE OF PROPERTY: The City hereby agrees to maintain the Authority Property as a public parking location.
- 2. TERM: This Agreement shall commence on the date hereof and continue until such time as terminated earlier in accordance with this Agreement.
- 3. INSURANCE: Throughout the term of this Agreement, CITY shall maintain at CITY's sole cost, general liability insurance for bodily and personal injury in any one occurrence.
- 4. INDEMNITY: CITY shall indemnify AUTHORITY against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by CITY to perform any of the terms or conditions of this Agreement, (2) any injury or damage happening on or about the Authority Property due to the negligence or willful act of CITY, (3) failure by CITY to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the leased premises or equipment, materials, or alterations of buildings or improvements thereon resulting from the actions of CITY.
- 5. TERMINATION: Either party may terminate this Agreement upon giving the other party sixty (60) days written notice of such termination.
- 6. NOTICES: Any notice required or permitted hereunder shall be in writing and shall be deemed given when personally delivered or mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to the respective party at the address set forth below its name.

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GOTHENBURG, NEBRASKA:

By:	
Joyce Hudson, Chairperson	Date

CITY OF municipality:	GOTHENBURG,	a	Nebraska
By :			
Will Rahjes, N	Mayor		Date