

judgments, costs, and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon bodily injury, death, or property damage resulting from, related to, caused by, or arising out of the possession and/or use of any portion of the Easement Area, or any activities conducted or services furnished by or on behalf of the Grantee Parties in connection with, or pursuant, to this Easement, and all claims for damages against the Government arising out of, or related to, the Easement. The agreements of Grantee contained in this Paragraph 29.2 do not extend to claims caused by the gross negligence or willful misconduct of officers, agents, contractors, or employees of the United States without contributory fault on the part of any other person, firm, or corporation. The Government will give the Grantee notice of any claim against it covered by this indemnity as soon as practicable after learning of it.

### **30. ENTIRE AGREEMENT**

**30.1** It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Easement Area by the Grantee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement.

### **31. CONDITION AND PARAGRAPH HEADINGS**

**31.1** The brief headings or titles preceding each Paragraph are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction and interpretation of this Easement.

### **32. STATUTORY AND REGULATORY REFERENCES**

**32.1** Any reference to a statute or regulation in this Easement shall be interpreted as being a reference to the statute or regulation as it has been or may be amended from time to time.

### **33. PRIOR AGREEMENT**

**33.1** This Easement supersedes all prior agreements, if any, to the Grantee for the Easement Area, but does not terminate any obligations of the Grantee under such prior Easements that may by their terms survive the termination or expiration of those Easements, except to the extent such obligations are inconsistent with this Easement. In the event that any prior license or other agreement between the Parties, or their predecessors in interest, for the use and occupancy of the Easement Area has expired prior to the execution of this Easement, the Parties acknowledge that the Grantee, either directly or through its predecessors in interest, has had continuous use and occupancy of the Easement Area pursuant to the prior agreement since the expiration of the prior agreement.

### **34. EXHIBITS**

Four (4) exhibits are attached to and made a part of this Grant, as follows:

Exhibit A - Description of Premises