

INSURANCE NUMBER  
**95-17873**  
95 OCT 13 PM 3:08

*Shirley J. Lawley*  
REGISTER OF DEEDS

45-71013  
Counter AP P  
Verify e  
D.E. m  
Proof g  
Fee \$ 16.00  
Chk  Cash  Chg

**EASEMENT AGREEMENT**

This Agreement is entered into by and between Liberty Lodge Partnership, a Nebraska partnership, hereinafter referred to as "Liberty Lodge" and Mahesh N. Patel, hereinafter referred to as "Patel".

WHEREAS, the parties hereto have entered into a purchase agreement for the sale of Lot 29, except the South 20.36 feet and the West 25 feet of Lot 25 except the South 20 feet thereof Huntington Park Replat an addition to the City of Papillion, as surveyed, platted and recorded in Sarpy County, Nebraska; and

WHEREAS, it is necessary to replat the portion known as the West 25 feet of Lot 25 except the South 20 feet thereof; and

WHEREAS, the parties are desirous of closing prior to said replat.

NOW, THEREFORE, for and in consideration of the following agreement, the sufficiency whereof is hereby acknowledged, the parties agree as follows:

1. Liberty Lodge hereby grants an easement to Patel, his successors and assigns for the purpose of parking for the benefit of Lot 29 except the South 20.36 feet thereof Huntington Park Replat addition to the City of Papillion, as surveyed, platted and recorded in Sarpy County, Nebraska, on and over the West 25 feet of Lot 25 except the South 20 feet thereof Huntington Park Replat

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addition to the City of Papillion, as surveyed, platted and recorded in Sarpy County, Nebraska.

2. The term of this easement shall be until such time as a replat of said parcels can be accomplished through the City of Papillion, at which time Liberty Lodge shall convey said West 25 feet to Patel for no additional consideration.

3. Patel shall be responsible for all maintenance and all liabilities for the use of said West 25 feet and shall hold Liberty Lodge harmless from any and all liability in connection with said use and occupancy.

4. Patel shall be responsible for all real estate taxes, insurance and any other expenses in connection with the use and occupancy of the said West 25 feet of Lot 25 during the term of this agreement.

5. The term of this agreement shall be until such time as a deed can be conveyed legally to said West 25 feet of Lot 25 except the South 20 feet thereof Huntington Park Replat an addition to the City of Papillion, as surveyed, platted and recorded in Sarpy County, Nebraska.

6. This agreement shall be interpreted under the laws of the State of Nebraska and if any portion thereof is deemed void or unenforceable, the remainder shall stand in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands this  
13<sup>th</sup> day of October, 1995.

LIBERTY LODGE PARTNERSHIP,

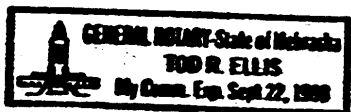
By Harold R. Young  
General Partner

Mahesh N. Patel  
Mahesh N. Patel

A.M. Patel  
Patel

STATE OF NEBRASKA )  
  )ss  
COUNTY OF SARPY     )

On this 13<sup>th</sup> day of October, 1995, before me, the undersigned, a Notary Public, in and for said County, personally came Harold R. Young Mahesh Patel + A.M. Patel, to me personally known to be a general partner of Liberty Lodge Partnership and the identical persons whose name is affixed to the above Easement Agreement and acknowledged the execution thereof to be the voluntary act and deed of said General Partner.



Todd R. Ellis  
Notary Public