



MISC 2007121529



OCT 29 2007 09:28 P 5

MAC 26^{SO}
K $\frac{5}{3}$ *47-21333*
REC GO COMP
SCAN TV

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/29/2007 09:28:26.44



2007121529

THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

Vicky Hawkins
Return To: *Vicky Hawkins*
4955 South 72nd St.
Omaha NE 68127

Check Number



AGREEMENT FOR USE OF PARKING STALLS AND TRAFFIC LANES

This Agreement for Use of Parking Stalls and Traffic Lanes (hereinafter "Agreement") is made and entered into this 26 day of OCT 2007 by and between D & M Racing Enterprises, LLC as tenant and hereinafter referred to as "Tenant", and ROD KUSH and KATHLEEN KUSH as landlords and, collectively referred to as the "Landlord".

WITNESSES:

WHEREAS, Landlord is the owner of the following real property:

47-21333

Lot 1, Kush Plaza, Replat 1, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded in Douglas County, Nebraska, commonly referred to as 4837 South 72nd Street B 10, Omaha, Nebraska 68127 (hereinafter referred to as Tract 1); and

47-08913

Lot 2, Blue One Addition, Replat 1, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded in Douglas County, Nebraska, commonly referred to as 4955 South 72nd Street, Omaha, Nebraska 68117 (hereinafter referred to as Tract 2); and

Lot 1, Blue One Addition, Replat 1, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded in Douglas County, Nebraska, commonly referred to as 4945 South 72nd Street, Omaha, Nebraska 68117 (hereafter referred to as Tract 3); and

WHEREAS, Landlord has entered into a lease agreement with Tenant pertaining to the improvement situated on Tract 2; and

WHEREAS, Landlord desires to provide Tenant with parking stalls and traffic lanes on Tract 1 and Tract 2 and Tract 3; and

WHEREAS, Landlord desires to provide Tenant and customers of Tenant access to and use of parking stalls and traffic lanes situated on Tract 1 and Tract 2 and Tract 3.

NOW THEREFORE, the parties hereto agree as follows:

1. Use of Property: With respect to Tract 1, Tract 2 and Tract 3, Landlord hereby grants access to and use of parking stalls and traffic lanes situated on Tract 1, Tract 2 and Tract 3.

2. Term: This Agreement shall commence on the 26 day of OCT 2007 and continue for a term of ~~20~~ ^{MW} years. ^{RK XIC} After the expiration of this Agreement, Tenant, its successor and assigns shall have the right to renew this Agreement for an additional term of ~~20~~ ^{to be determined} years under the identical terms of this Agreement. ^{MW} ^{RK XIC}

3. Rent: Tenant shall pay Landlord a one-time sum of TEN DOLLARS (\$10.00) as consideration for the rights granted by this Agreement.

4. Maintenance and Snow Removal: Each party shall be responsible for any of the costs of maintenance and snow removal of the parking stalls and traffic lanes pursuant to the terms of the underlying lease agreement of the parties.

5. Additional Documents: The parties hereto do hereby agree to execute any and all additional documents necessary to accomplish the terms, conditions and provisions of this Agreement.

6. Time of the Essence: Time is of the essence of this Agreement, in the entirety thereof.

7. Survival of Representations: The covenants, representations and warranties of the parties hereto are continuing covenants, representations and warranties, and they shall survive the closing of this transaction.

8. Pronouns, Etc.: Whenever used herein, as the context shall warrant, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

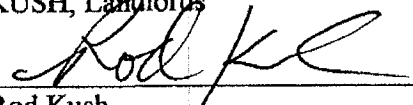
9. Headings: The paragraph headings used in this Agreement are for convenience of reference only and shall not limit or otherwise affect, or be used in the construction or interpretation of any of its terms, conditions or provisions hereof.

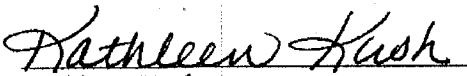
10. Parties in Interest: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, each to the other. It is specifically contemplated that this Agreement shall bind the successors in interest of Landlord.

11. Amendments, Governing Law, Etc.: This Agreement shall not be altered or amended except in writing by the parties hereto and it shall be construed under and governed by the laws of the State of Nebraska.


12. Entire Agreement: This Agreement constitutes the entire agreement of the parties hereto. It supersedes any prior agreements or understandings among them and it shall not be modified or amended in any manner other than as set forth herein.

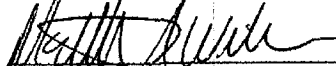
ROD KUSH and KATHLEEN
KUSH, Landlords

By: 
Rod Kush

By: 
Kathleen Kush

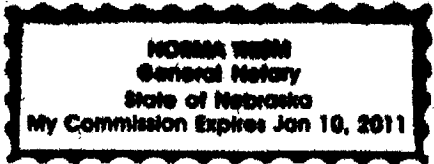
D & M RACING ENTERPRISES,
LLC, Tenant

By: 
Phillip Petit, Its President

By: 
Matthew Wilson, Its Vice resident

STATE OF NEBRASKA)
) s.s.
COUNTY OF DOUGLAS)

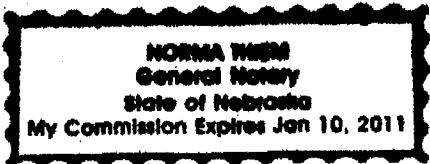
The foregoing instrument was acknowledged before me this 29th day of October, 2007, by Red KUSH.



Norma Thiem
Notary Public

STATE OF NEBRASKA)
) s.s.
COUNTY OF DOUGLAS)

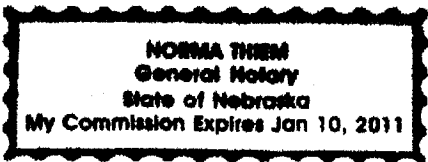
The foregoing instrument was acknowledged before me this 29th day of October, 2007, by KATHLEEN KUSH.



Norma Thiem
Notary Public

STATE OF NEBRASKA)
) s.s.
COUNTY OF DOUGLAS)

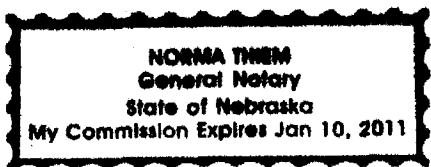
The foregoing instrument was acknowledged before me this 29th day of October, 2007, by Phillip Petit, IT'S PRESIDENT, D & M RACING ENTERPRISES, LLC, TENANT.



Norma Thiem
Notary Public

STATE OF NEBRASKA)
) s.s.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 29th day of October, 2007, by Matthew Wilson, IT'S VICE PRESIDENT, D & M RACING ENTERPRISES, LLC, TENANT.



Norma Thiem
Notary Public