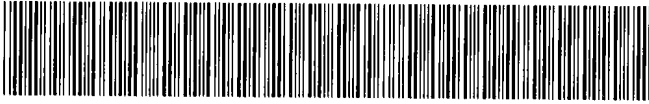





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MAR 30 2015 09:25 P 5

Misc
 5 FEE 34.00 78 See attached LC
 2 RHP _____ C/D _____ COMP SN per JT
 DFL _____ SCAN _____ PV _____

A

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 3/30/2015 09:25:19.43

 2015022139

EASEMENT AGREEMENT

This Agreement is made and entered into as of March 25, 2015, by and between J&D Ventures, LLC, a Nebraska limited liability company ("J&D") and Xerxes, LLC, a Nebraska limited liability company ("Xerxes").

RECITALS

- A. J&D is the owner of certain real property situated in the city of Omaha, State of Nebraska, which property identified as 5709 F Street, Omaha, NE 68117 and legally described a on Exhibit A attached hereto ("J&D Property").
- B. Xerxes, LLC is the owner of certain real property situated in the city of Omaha, State of Nebraska, identified as 5709 F Street, Omaha, NE 68117 and legally described a on Exhibit A attached hereto ("Xerxes Property").
- C. The parties hereto desire to create an easement for the exclusive use and benefit of Xerxes, LLC and their agents, employees, guests, and invitees and assigns.

ARTICLE I DESCRIPTION OF EASEMENT

1.1 Grant of Easement.
 J&D hereby grants a perpetual, easement for a portion of three parking stalls as designated on Exhibit B attached hereto and incorporated herein ("Parking Easement"). This Parking Easement shall run with the land and benefit the successors and assigns of Xerxes. J&D further grants Xerxes the right to access and maintain the Parking Easement at Xerxes expense. The Parking Easement

RETURN: Jason Abboud
 5709 F. St
 Omaha, NE 68117

shall consist of approximately 10 feet deep by 27 feet long on east side of J&D's property as depicted on Exhibit B.

**ARTICLE II
CONSTRUCTION AND MAINTENANCE**

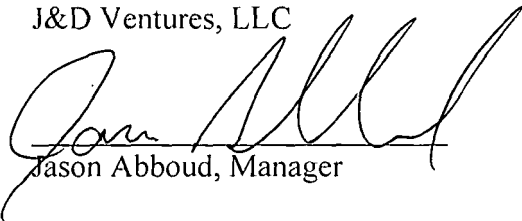
- 2.1 Maintenance.
Xerxes and/or its assigns shall be responsible for the installation, maintenance and upkeep of the Parking Easement.

**ARTICLE III
MISCELLANEOUS**

- 3.1 No Representations or Warranties.
Neither party hereto makes any representations or warranties of any kind regarding the property or the Parking Easement.
- 3.2 Entire Agreement.
This Agreement, together with the exhibits attached, contains the entire understanding between the parties with respect to the subject matter hereto. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement and the exhibits attached.
- 3.3 Running of Benefits and Burdens.
All provisions of this Agreement, including the benefits and burdens, shall run with the land and be binding upon and inure to the successors, assigns, tenants and personal representatives of the parties hereto.

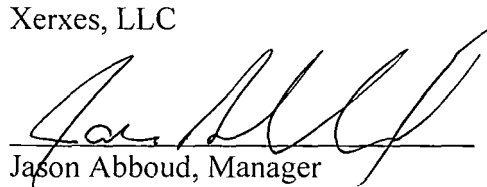
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

J&D Ventures, LLC



Jason Abboud, Manager

Xerxes, LLC



Jason Abboud, Manager

EXHIBIT A

XERXES, LLC
5709 F. STREET
OMAHA, NE 68117

47-36764

Legal Description: Spring Valley Industrial Park Replat 1 Lot 1, A subdivision as surveyed, platted and recorded in Douglas County.

J&D Ventures, LLC
5825 F. Street
Omaha, NE 68117

47-36781

Legal Description: Spring Valley Industrial Park Replat 7 Lot 2, A subdivision as surveyed, platted and recorded in Douglas County.

