



MISC 2017069194



AUG 30 2017 16:15 P 7

Fee amount: 46.00  
FB: 61-43502  
COMP: SB

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
08/30/2017 16:15:20.00



2017069194

**THIS SPACE FOR RECORDER'S USE ONLY**

**When Recorded, Return To:**  
Jon E. Blumenthal  
Baird Holm LLP  
1700 Farnam St Ste 1500  
Omaha, NE 68102-2068

**RECIPROCAL EASEMENT AGREEMENT**

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made and entered into this 24 day of August, 2017, by and between Westpoint II Apartments Limited Partnership, a Nebraska limited partnership (referred to herein as "Westpoint"), and Ray J. White and Linda M. White, husband and wife (referred to herein as "White").

**RECITALS:**

WHEREAS, Westpoint owns the real property and improvements legally described on the attached Exhibit "A" (the "Westpoint Property"); and

WHEREAS, White owns the real property and improvements legally described on the attached Exhibit "B" (the "White Property"); and

WHEREAS, each party hereto wishes to grant an easement in favor of the other party and each party's employees, agents, contractors, tenants, occupants, invitees, licensees, successors and assigns to allow vehicular and pedestrian ingress and egress, over and upon the right-of-way situated on the southwest corner of the White Property and the northwest corner of the Westpoint Property, to the extent, and only to the extent, that each party has ownership of any such portion therein (the "Easement Area"), as depicted in Exhibit "C"; provided, however, that the depiction in Exhibit "C" is for descriptive purposes only and does not purport to be an exact rendering of the Easement Area; and

WHEREAS, those portions of the Easement Area depicted in Exhibit "C" that are neither owned by Westpoint or White shall be excluded from the Easement Area.

NOW, THEREFORE, in consideration of the mutual agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Westpoint hereby grants and conveys to White and White's employees, agents, contractors, tenants, occupants, invitees, licensees, successors and assigns, a permanent, non-exclusive easement (the "Westpoint Easement") for the purpose of pedestrian and vehicular ingress and egress on, over and across that portion of the Easement Area now or hereafter situated on the Westpoint Property (the "Westpoint Easement Area").

2. White hereby grants and conveys to Westpoint, and Westpoint's employees, agents, contractors, tenants, occupants, invitees, licensees, successors and assigns, a permanent, non-exclusive easement (the "White Easement") for the purpose of pedestrian and vehicular ingress and egress on, over and across that portion of the Easement Area now or hereafter situated on the White Property (the "White Easement Area").

3. The owner of the Westpoint Property agrees that no hedge, fence, wall or similar barrier will be constructed on or across the Westpoint Easement Area during the term of this Agreement. The owner of the White Property agrees that no hedge, fence, wall or similar barrier will be constructed on or across the White Easement Area during the term of this Agreement.

4. The White Easement and the Westpoint Easement granted herein and the agreements herein contained shall be covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

5. The owner of the Westpoint Property will defend and indemnify the owner of the White Property and hold the owner of the White Property harmless from all liabilities, claims, and expenses (including attorney's fees) (collectively "Damages"), arising from a third party claim for Damages resulting from negligence or willful misconduct by the Owner of the Westpoint Property or its employees, agents, contractors, tenants, occupants, invitees, licensees, successors and assigns, in connection with its use of the Easement Area under this Agreement. The owner of the White Property will defend and indemnify the owner of the Westpoint Property and hold the owner of the Westpoint Property harmless from all Damages, arising from a third party claim for Damages resulting from negligence or willful misconduct by the Owner of the White Property or its employees, agents, contractors, tenants, occupants, invitees, licensees, successors and assigns, in connection with its use of the Easement Area under this Agreement.

6. No condition or provision of this Agreement shall be deemed to have been abrogated or waived by reason on any failure to enforce the same at any time, irrespective of the number of violations or breaches which may occur.

7. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Agreement herein contained, as the case may be, shall not render the remainder of the Agreement invalid, nor any other part therein contained.

8. This Agreement may be amended by the written consent and agreement of both record owners of the Westpoint Property and the White Property, or their successors and assigns. Any such modification or amendment shall be effective when duly recorded in the office of the Register of Deeds in the county in which said property is situated.

9. This Agreement shall be construed and governed in accordance with the laws of the State of Nebraska.

**(Signatures on following page)**

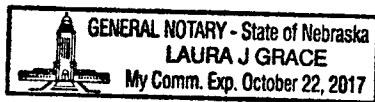
IN WITNESS WHEREOF, the parties have executed this Agreement the day and date first above written.

Westpoint II Apartments Limited Partnership,  
a Nebraska limited partnership  
By: Theodore M. Seldin, Trustee of the Theodore  
M. Seldin Revocable Trust, General Partner

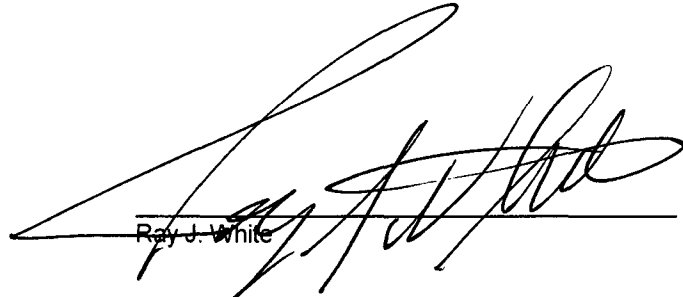
By: *Theodore M Seldin*  
Name: Theodore M. Seldin  
Title: Trustee of the Theodore M. Seldin  
Revocable Trust

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF DOUGLAS     )

This Instrument was acknowledged before me on the 24 day of August, 2017, by Theodore M. Seldin, as Trustee of the Theodore M. Seldin Revocable Trust, General Partner of Westpoint II Apartments Limited Partnership, a Nebraska limited partnership, on behalf of said partnership.



*Laura Grace*  
Notary Public

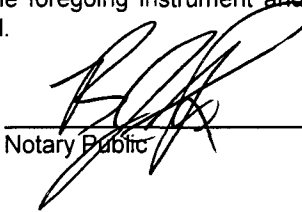
  
\_\_\_\_\_  
Ray J. White

  
\_\_\_\_\_  
Linda M. White

*Iowa*  
STATE OF ~~NEBRASKA~~  
*Pottawatomie* ) ss.  
COUNTY OF ~~DOUGLAS~~ )

This Instrument was acknowledged before me on the 25 day of August, 2017, by Ray J. White, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same for the purposes therein stated.

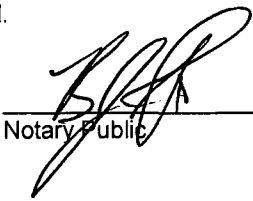
BRIAN J PIRIE  
Notarial Seal - Iowa  
Commission Number 783586  
My Commission Expires Apr 11, 2020

  
\_\_\_\_\_  
Notary Public

*Iowa*  
STATE OF ~~NEBRASKA~~ )  
COUNTY OF ~~DOUGLAS~~ ) ss.  
*Pottawatomie* )

This Instrument was acknowledged before me on the 25 day of August, 2017, by Linda M. White, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same for the purposes therein stated.

BRIAN J PIRIE  
Notarial Seal - Iowa  
Commission Number 783586  
My Commission Expires Apr 11, 2020

  
\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**Description of Westpoint Property**

Lot 2, Westwood Heights 12th Addition Replat 2, an Addition to the City of Omaha, Douglas County, Nebraska.

(61-43502)

**EXHIBIT B**  
**Description of White Property**

A part of Lot 21, Westwood Heights 12th Addition, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Beginning at the Northeast corner of said Lot 21; thence Westerly along the North line of said Lot 21 a distance of 300 feet; thence Southerly along a line 60 feet East of and parallel with the West line of the Southwest quarter of Section 31, Township 15 North, Range 12 East of the 6<sup>th</sup> P.M., (also the centerline of 132nd Street) a distance of 200 feet; thence Easterly parallel with the North line of said Lot 21 a distance of 50 feet; thence Southerly 110 feet East of and parallel with the West line of the Southwest quarter of said Section 31 a distance of 60 feet (actual 58.98) feet; thence Easterly a distance of 250.55 feet (actual 250.08) to a point 259.30 feet South of the Northeast corner of said Lot 21; thence Northerly along the Easterly line of said Lot 21 a distance of 259.30 feet to the Point of Beginning.

(61-43480)

EXHIBIT C  
Depiction of Easement Area

