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Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
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# RECIPROCAL ACCESS EASEMENT

THIS RECIPROCAL ACCESS EASEMENT ("Easement") is made and entered into as of the 31<sup>st</sup> day of January, 2008 ("Effective Date"), by and between Camp Fire USA Midlands Council, Inc., a Nebraska nonprofit corporation ("Camp Fire"), and The Lutheran Home Foundation, a Nebraska nonprofit corporation ("TLHF").

## RECITALS

WHEREAS, Camp Fire is the lawful owner of a parcel of land legally described as follows:

Lot 3 in LUTHERAN PLACE, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska ("Lot Three");

WHEREAS, TLHF is the lawful owner of a parcel of land legally described as follows:

Lot 1 in LUTHERAN PLACE, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska ("Lot One");

WHEREAS, there is an improved parking lot situated on Lot One and Lot Three ("Parking Lot"), with the means of ingress to the Parking Lot from the public thoroughfare commonly known as 26th Street located on Lot Three and the means of egress from the Parking Lot to the public thoroughfare commonly known as 26th Street located on Lot One;

WHEREAS, Camp Fire and TLHF by this instrument intend to create a non-exclusive perpetual easement and right-of-way for ingress and egress to and from the Parking Lot in, over and across certain portions of Lot Three and Lot One for the benefit of the parties, and their successors and assigns; and

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WHEREAS, by virtue of the recording of this Easement, Lot Three and Lot One shall be owned, held, transferred, sold, conveyed, used, and occupied and mortgaged or otherwise encumbered subject to the provisions of this Easement and every grantee of any interest in either such real property, by acceptance of a deed or other conveyance of such interest, and every person or entity owning an interest in any portion of either such real property, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of this Easement and shall be deemed to have consented to the terms hereof.

NOW, THEREFORE, in consideration of the mutual grants, covenants and promises contained herein, and of the mutual benefits accruing to each of the parties hereto, their respective successors, legal representatives and assigns, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby declare and agree as follows:

1. Lot One Easement. TLHF hereby grants to Camp Fire for the benefit of Camp Fire and for the benefit of all future owners, occupants and mortgagees of Lot Three, or any part thereof, and their respective officers, directors, members, partners, employees, tenants, agents, contractors, customers, invitees, visitors, service providers, licensees, vendors, subtenants or concessionaires, a non-exclusive perpetual easement and right-of-way, but not parking, in, over, upon and across that portion of Lot One more particularly depicted and legally described on Exhibit "A" attached hereto and by this reference incorporated herein ("Lot One Easement Area") for the purposes of providing pedestrian and vehicular egress between the Parking Lot and the public thoroughfare commonly known as 26<sup>th</sup> Street.

2. Lot Three Easement. Camp Fire hereby grants to TLHF for the benefit of TLHF and for the benefit of all future owners, occupants and mortgagees of Lot One, or any part thereof, and their respective officers, directors, members, partners, employees, tenants, agents, contractors, customers, invitees, visitors, service providers, licensees, vendors, subtenants or concessionaires, a non-exclusive perpetual easement and right-of-way, but not parking, in, over, upon and across that portion of Lot Three more particularly depicted and legally described on Exhibit "B" attached hereto and by this reference incorporated herein ("Lot Three Easement Area") for the purposes of providing pedestrian and vehicular ingress between the Parking Lot and the public thoroughfare commonly known as 26<sup>th</sup> Street. (Hereinafter, the Lot One Easement Area and Lot Three Easement Area shall be collectively referred to as "Easement Areas.")

3. Nature of Easements. The provisions of this Easement are not intended and shall not be deemed to constitute a dedication for public use, and the rights and easements granted herein are private and for the benefit only of the persons and entities set forth herein.

4. Maintenance Obligation. TLHF, and its successors and assigns, shall, for so long as this Easement is in effect, keep and maintain the Lot One Easement Area in not less

than good condition, ordinary wear and tear excluded, including, without limitation, surface and subsurface repairs and maintenance. Camp Fire, and its successors and assigns, shall, for so long as this Easement is in effect, keep and maintain the Lot Three Easement Area in not less than good condition, ordinary wear and tear excluded, including, without limitation, surface and subsurface repairs and maintenance. Notwithstanding the foregoing, any repaving or resurfacing of the Easement Areas shall be at the sole discretion of the respective owner thereof.

5. Restrictions. No barricades, signs, fences, or other dividers will be constructed and nothing will be done to prohibit or discourage the free and uninterrupted flow of pedestrian or vehicular traffic through the Parking Lot within the Easement Areas.

6. Effect of Covenants. Each party hereto, and its successors and assigns, by the acceptance of a deed of conveyance, accepts same subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers granted or reserved by this Easement or to which this Easement is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person or entity having at any time any class interest of estate in such property, and shall inure to the benefit of such property owners on like manner as though the provisions, terms and restrictions of this Easement were received and stipulated at length in each and every deed of conveyance.

7. Taxes. The parties acknowledge that, as of the Effective Date hereof, the Easement Areas are exempt from real estate taxation. Each party further acknowledges that it is solely responsible for payment of all real estate taxes and assessments, if any, on the real property owned by it.

8. Waiver. No covenant, restriction, condition or provision of this Easement 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.

9. Indemnification. Each party ("Indemnifying Party") for itself and its successors and assigns hereby agrees to defend, indemnify and hold harmless the other party ("Indemnified Party"), its successors and assigns and their respective directors, officers, members, employees, invitees, agents, representatives and affiliates from and against any and all claims, obligations, liabilities, losses, damages, including punitive damages, causes of action, suits, demands, claims for indemnity or contribution, penalties, judgments, costs and expenses, including reasonable attorneys' fees and expenses, of every kind and nature whatsoever, including, without limitation, liability for bodily injury, including death, property damage, automobile accident liability or environmental liability, at any time existing or asserted, to the extent such arise out of, are caused or alleged to have been caused by any action or inaction of the Indemnifying Party, its successors and assigns or their respective directors, officers, members, employees, invitees, agents, representatives and affiliates in connection with or related to, directly or indirectly, the use of the Easement Areas pursuant

to this Easement, unless such claims, obligations, liabilities, losses, damages, including punitive damages, causes of action, suits, demands, claims for indemnity or contribution, penalties, judgments, costs and expenses of every kind and nature whatsoever, without regard to the form of action, are hereinafter suffered or incurred by the Indemnified Party or its directors, officers, members, employees, invitees, agents, representatives and affiliates, and such arise out of, directly or indirectly, (i) the gross negligence or willful misconduct of the Indemnified Party, its successors and assigns or their respective directors, officers, members, employees, invitees, agents, representatives and affiliates, or (ii) the Indemnified Party's operation or use of real property located adjacent to the Easement Areas that is owned by the Indemnified Party, its successors and assigns, in which case such Indemnified Party, its successors and assigns shall indemnify, defend, save and hold harmless the Indemnifying Party and its directors, officers, members, employees, invitees, agents, representatives and affiliates. The provisions of this subsection shall survive termination of this Easement.

10. Estoppel. Either party shall deliver to the other party, within twenty (20) days after request therefore, a written statement setting forth that, to the best of such party's knowledge, the requesting party is not in default in the performance of any of its obligations under this Easement or, if in default, setting forth the nature of such default, and such other matters as may be reasonably requested.

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

12. Amendment, Modification, Notice.

(a) This Easement may only be amended by the written consent and agreement of both Camp Fire and TLHF, or their successors and assigns. Any such modification or amendment shall be effective when duly recorded in the office of the Register of Deeds for Douglas County, Nebraska.

(b) Wherever in this Easement the consent or approval of a party is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (i) be in writing; (ii) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (iii) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of a party under this Easement, to be effective, must be given, denied or conditioned expressly and in writing.

(c) Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon

receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of Camp Fire and TLHF are as follows:

CAMP FIRE: Penny Parker  
Camp Fire USA Midlands Council, Inc.  
2566 St. Mary's Avenue  
Omaha, Nebraska 68105  
Fax No.: 402-397-5811

with a copy to: Larry A. Jobeun, Esq.  
Fullenkamp, Doyle & Jobeun  
11440 West Center Road  
Omaha, Nebraska 68144-4482  
Fax No.: 402-334-0815

TLHF: Kermit A. Brashear  
The Lutheran Home Foundation  
711 North 108th Court  
Omaha, Nebraska 68154  
Fax No.: 402-348-1111

with a copy to: Kurth A. Brashear  
BRASHEAR LLP  
North Old Mill  
711 North 108th Court  
Omaha, Nebraska 68154-1714  
Fax No.: 402-348-1111

13. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Nebraska.

*[signature page follows]*

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Easement as of the Effective Date.

CAMP FIRE USA MIDLANDS COUNCIL, INC.,  
a Nebraska nonprofit corporation

By: *Penny Parker*  
Penny Parker, Executive Director

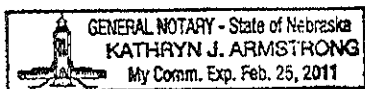
THE LUTHERAN HOME FOUNDATION,  
a Nebraska nonprofit corporation

By: *Kermit A. Brashear*  
Kermit A. Brashear, President

STATE OF NEBRASKA       )  
                                      ) ss.  
COUNTY OF DOUGLAS    )

Before me, a Notary Public qualified for said County and State, personally came Penny Parker, Executive Director of Camp Fire USA Midlands Council, Inc., a Nebraska nonprofit corporation, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notary Seal on this 31<sup>st</sup> day of January, 2008.

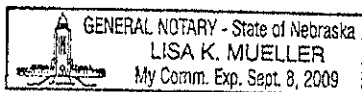


*Kathryn J. Armstrong*  
Notary Public

STATE OF NEBRASKA       )  
                                      ) ss.  
COUNTY OF DOUGLAS    )

Before me, a Notary Public qualified for said County and State, personally came Kermit A. Brashear, President of The Lutheran Home Foundation, a Nebraska nonprofit corporation, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notary Seal on this 31<sup>st</sup> day of January, 2008.

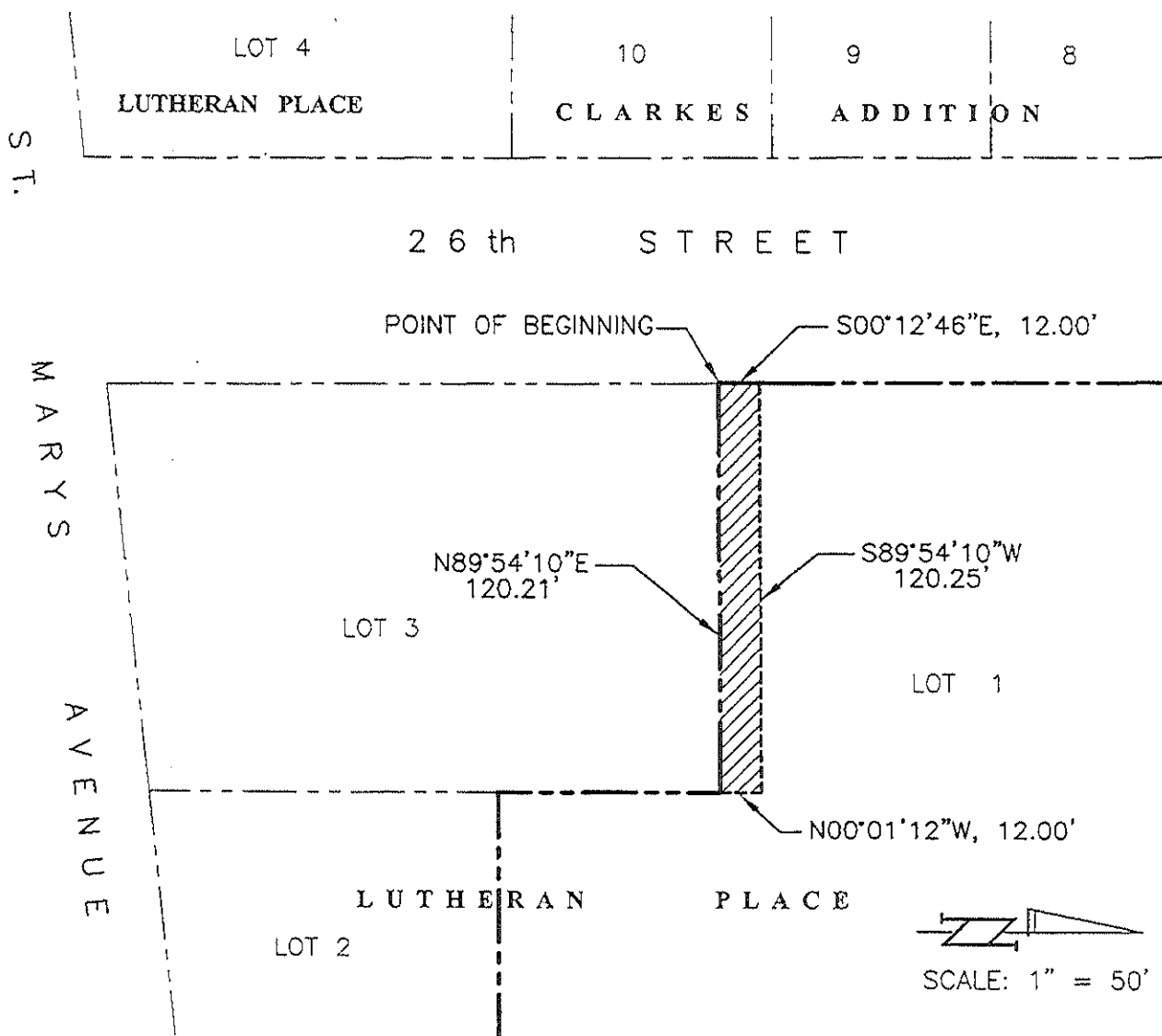


*Lisa K. Mueller*  
Notary Public

EXHIBIT "A"

Lot One Easement Area Legal Description

[see attached]



## LEGAL DESCRIPTION

THAT PART OF LOT 1, LUTHERAN PLACE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, BEGINNING AT THE SW CORNER OF SAID LOT 1;

THENCE N89°54'10"E (ASSUMED BEARING) 120.21 FEET ON THE SOUTH LINE OF SAID LOT 1;

THENCE N00°01'12"W 12.00 FEET;

THENCE S89°54'10"W 120.25 FEET ON A LINE 12.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1 TO THE WEST LINE THEREOF;

THENCE S00°12'46"E 12.00 FEET ON THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

## EXHIBIT "A"

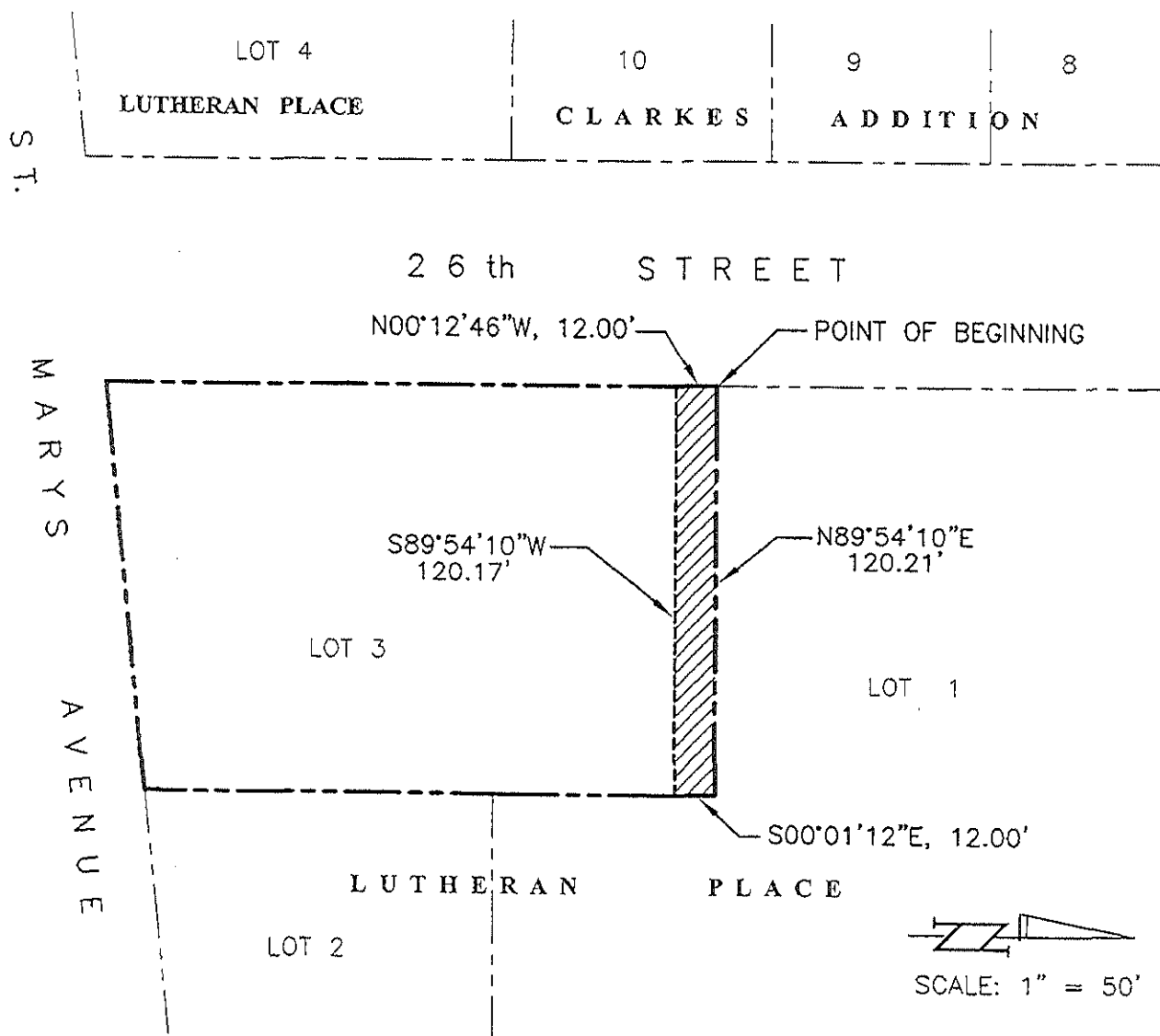
THE LUTHERAN HOME FOUNDATION TD2 FILE NO.: 1493-113-3EX2 DATE: MARCH 19, 2007  
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



EXHIBIT "B"

Lot Three Easement Area Legal Description

[see attached]



## LEGAL DESCRIPTION

THAT PART OF LOT 3, LUTHERAN PLACE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, BEGINNING AT THE NW CORNER OF SAID LOT 3;

THENCE N89°54'10"E (ASSUMED BEARING) 120.21 FEET ON THE NORTH LINE OF SAID LOT 3 TO THE NE CORNER THEREOF;

THENCE S00°01'12"E 12.00 FEET ON THE EAST LINE OF SAID LOT 3;

THENCE S89°54'10"W 120.17 FEET ON A LINE 12.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 3 TO THE WEST LINE THEREOF;

THENCE N00°12'46"W 12.00 FEET ON THE WEST LINE OF SAID LOT 3 TO THE POINT OF BEGINNING.

## EXHIBIT "B"

THE LUTHERAN HOME FOUNDATION TD2 FILE NO.: 1493-113-3EX1 DATE: MARCH 19, 2007  
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

CONSENT OF BENEFICIARY UNDER DEED OF TRUST

In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Lutheran Church Extension Fund—Missouri Synod, a Missouri nonprofit corporation, as Beneficiary, under those certain Deeds of Trust dated June 15, 2006 and recorded June 16, 2006 as Instrument No. 2006067849 and dated November 16, 2007 and recorded November 20, 2007, as Instrument No. 2007129681, respectively, in the Office of the Register of Deeds of Douglas County, Nebraska, hereby consents to the foregoing Reciprocal Access Easement (the "Easement") such that each of the Deeds of Trust shall be subject to said Easement, and that for itself and its successors and assigns, hereby agrees that in the event of foreclosure of any of the Deeds of Trust, it shall not take any action to terminate the foregoing Easement.

Executed this 30<sup>th</sup> day of January, 2008.

LUTHERAN CHURCH EXTENSION FUND—MISSOURI  
SYNOD, a Missouri nonprofit corporation, as  
Beneficiary

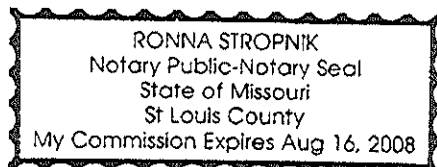
By: Pamela S. Macinski  
Pamela S. Macinski  
Manager, Loans & Real Estate

STATE OF MISSOURI       )  
                                  ) ss.  
COUNTY OF St. Louis   )

Before me, a Notary Public qualified for said County and State, personally came Pamela S. Macinski, Manager, Loans & Real Estate, of Lutheran Church Extension Fund—Missouri Synod, a Missouri nonprofit corporation, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notary Seal on this 30<sup>th</sup> day of January, 2008.

Ronna Stropnik  
Notary Public



NOTARIAL SEAL  
REGISTER OF DEEDS