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Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
08/19/2015 11:00:55.00



2015069539

**RECIPROCAL EASEMENT AND ENCROACHMENT AGREEMENT**

This RECIPROCAL EASEMENT AND ENCROACHMENT AGREEMENT (this "Agreement") is made and entered into this 19<sup>th</sup> day of June, 2015, by and between Oakwood Homes of Nebraska LLC, a Delaware limited liability company ("Oakwood") and Tyler E. Hawkins and Kimberly S. Hawkins, husband and wife (collectively "Hawkins"). Oakwood and Hawkins are each referred to in this Agreement as a "Party" and together as the "Parties."

**RECITALS**

FIRST: Oakwood is the record owner of certain real property, more specifically described as Lot 41, Stratford Park, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska ("Lot 41");

SECOND: Hawkins is the record owner of certain real property, more specifically described as Lot 51, Stratford Park, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska ("Lot 51");

THIRD: Lot 41 and Lot 51 share a common boundary, near and upon which a wood fence has been constructed. The wood fence currently encroaches upon Lot 41 by a distance of up to 0.2 feet.

FOURTH: Each Party wishes to grant to the other Party reciprocal access along the shared boundary line for the purposes of construction and maintenance of a fence.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Access Easements.** In furtherance of this Agreement, the Parties each declare, reserve, grant, and convey to the other the following easement rights:

a. **Oakwood's Grant of Access Easement.** Subject to the terms and conditions of this Agreement, Oakwood hereby declares, reserves, grants, and conveys to

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and for the benefit of Hawkins and all future owners of Lot 51, for their use and for the use of their agents, a non-exclusive perpetual easement appurtenant to Lot 51 over and across the common boundary line of Lot 41 to the extent of six inches (6"), all for the purpose of construction and maintenance of a fence between Lot 51 and Lot 41.

b. **Hawkins's Grant of Access Easement.** Subject to the terms and conditions of this Agreement, Hawkins hereby declares, reserves, grants, and conveys to and for the benefit of Oakwood and all further owners of Lot 41, for their use and for the use of their agents, a non-exclusive perpetual easement appurtenant to Lot 41 over and across the common boundary line of Lot 51 to the extent of six inches (6"), all for the purpose of construction and maintenance of a fence between Lot 41 and Lot 51.

2. **Term and Effect of Agreement.** This Agreement shall continue in full force and effect in perpetuity, subject only to amendment, modification or termination upon the express mutual written agreement of the respective owners of Lot 41 and Lot 51. Except as may otherwise be specifically provided in this Agreement, the easements, rights, liabilities and obligations granted and provided for in this Agreement shall run with the land, shall be appurtenant to Lot 41 and Lot 51, respectively, and shall be binding upon Lot 41 and Lot 51 and all future owners of such lots.

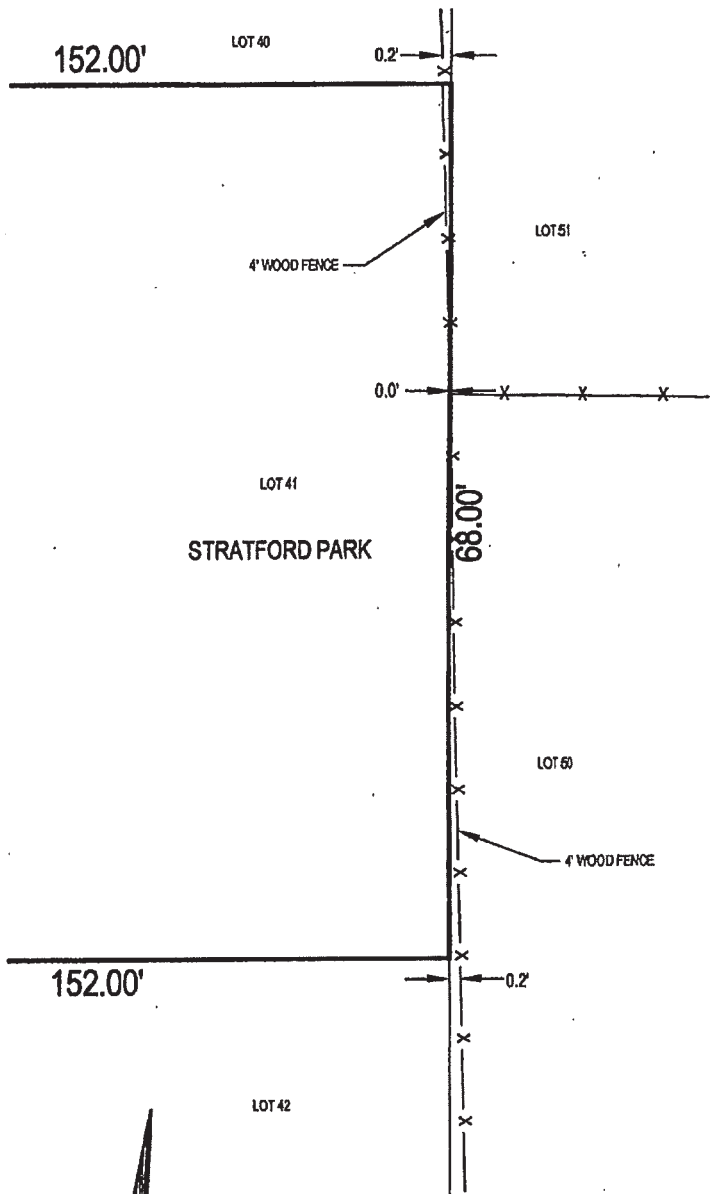
3. **No Transfer of Ownership.** Nothing in this Agreement shall be construed to effect any transfer of ownership of either Lot 41 or Lot 51, or any part thereof. The Parties agree only to allow access for the purposes of construction and maintenance of a fence pursuant to the terms of this Agreement. Each Party shall remain wholly responsible for any taxes, assessments, or other costs associated with the ownership of its respective lot.


4. **No Public Dedication.** Nothing contained in this Agreement shall be deemed to be a dedication of the shared boundary between Lot 41 and Lot 51 or the use thereof to the general public or for the general public or for any public purpose whatsoever.

IN WITNESS WHEREOF, the undersigned have caused this Easement and Encroachment Agreement to be signed and delivered this 19<sup>th</sup> day of June, 2015.

**[Signatures on following page.]**

# EXHIBIT



 Engineering Answers	<b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental & Field Services 330 North 117th Street Omaha, NE 68154 Phone: 402.865.4700	<b>FENCE EXHIBIT</b> LOT 41, STRATFORD PARK DOUGLAS COUNTY, NEBRASKA
	Drawn by: CJV Job No.: P2013.182.001	

OAKWOOD HOMES OF NEBRASKA LLC, a  
Delaware limited liability company

By [Signature]  
Aric Jones, Regional Vice President

STATE OF NEBRASKA )  
                                  )  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of August, 2015, by  
Aric Jones, Regional Vice President of Oakwood Homes of Nebraska LLC, a Delaware limited  
liability company, on behalf of the company.

[Signature]  
Notary Public



TYLER E. HAWKINS and KIMBERLY S.  
HAWKINS, husband and wife

[Signature]  
Tyler E. Hawkins

[Signature]  
Kimberly S. Hawkins

STATE OF NEBRASKA )  
                                  )  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of August,  
2015, by Tyler E. Hawkins and Kimberly S. Hawkins, husband and wife.

[Signature]  
Notary Public

