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**ACCESS EASEMENT AGREEMENT**

This Access Easement Agreement is made this 16 day of May, 2007, by and between Wilderness View Townhomes, L.L.C., a Nebraska limited liability company ("Wilderness") and Timberland Nebraska I, LLP, a Minnesota limited liability partnership ("Timberland").

**RECITALS**

- A. Wilderness owns certain real estate located in Lincoln, Nebraska, legally described on Exhibit "A" attached hereto and incorporated by this reference. (the "Wilderness Property").
- B. Timberland owns real property located adjacent to the Wilderness Property, legally described on Exhibit "B" attached hereto and incorporated by this reference (the "Timberland Property").
- C. Wilderness is constructing a townhome development on the Wilderness Property and desires to obtain an easement from Timberland to gain access from Warlick Boulevard to the Wilderness Property through Creekside Trail which is located on the Timberland Property.
- D. In order to enter Creekside Trail from the Wilderness Property, Wilderness desires to construct a private drive leading onto Creekside Trail. A portion of that private drive lies on the Timberland Property. Wilderness desires to obtain an easement to allow construction and use of the private drive on that portion of the private drive that lies on the Timberland Property and to widen the entrance onto Creekside Trail at Wilderness' expense.
- E. Wilderness desires to acquire and Timberland desires to convey an easement over and through the Easement Areas, defined below, located on the Timberland Property in accordance with the terms and conditions of this Easement.

\$40.50

NOW THEREFORE, in consideration of the benefits to be derived from the facilities and the utility lines described herein, and in further of One and No/100 Dollars (\$1.00), the receipt of which is hereby acknowledged, and other valuable consideration, Timberland and Wilderness agree as follows:

1. **Access Easement.** Timberland hereby grants to Wilderness an access easement for purposes of ingress and egress over Creekside Trail shown as depicted on Exhibit "C" attached hereto and incorporated by this reference ("Creekside Easement Area"). The parties agree that this Easement is non-exclusive and that the Easement Area may be used in common by the owner of the Wilderness Property and by the owner of the Timberland Property.

2. **Temporary Construction and Access Easement.** Timberland hereby grants to Wilderness a temporary construction and access easement upon the Timberland Property to construct and access that portion of the private drive that lies on the Timberland Property and to widen the entrance onto Creekside Trail for purposes of ingress and egress to the Wilderness Property. The temporary construction and use easement granted herein shall be limited to that area reasonably necessary for such construction (the "Norwood Drive Easement Area"). The parties further agree that the construction of the private drive and widening of the entrance onto Creekside Trail shall be the sole expense of Wilderness.

3. **Binding Effect.** The grant of this Easement shall be binding upon the heirs, executors, administrators, successors and assigns of Timberland herein. Wilderness and its successors and assigns, including but not limited to the owners of the Wilderness Townhomes and shall be entitled to use and enjoy the Easement granted by Timberland herein.

4. **Maintenance.** The parties agree that the Creekside Easement Area and Norwood Drive Easement Area (collectively, "Easement Areas") shall be maintained and kept in good repair and shall be kept clear of snow, ice, and other obstructions. The maintenance obligations of the parties shall include any construction, reconstruction, removal, replacement, operation, maintenance, repair or improvement of the easements. All maintenance shall be performed in a workmanlike manner. Timberland shall be responsible for the maintenance of Creekside Trail. Wilderness View shall be responsible for the maintenance of Norwood Drive located south of Creekside Trail.

5. **Restoration.** Wilderness View shall promptly restore or cause to be restored the surface or subsurface of the Easement Areas to substantially its prior condition as existed before any construction, reconstruction, removal, replacement, operation, maintenance, repair, improvement, or any other use of this Easement. Such restoration shall be performed in a workmanlike manner and solely at the cost and expense of the parties actually using the Easement Areas in accordance with the provisions of Paragraph 4 above.

6. **Liability.** The sole rights granted herein are the rights to use the Easement Areas for the purposes described herein, and each party shall be liable to the other party for any damage caused by the use of the Easement Areas by them or their employees, invitees, agents, successors or assigns. Wilderness further agrees that Wilderness shall not cause, permit, or allow any use of the Easement Areas that will materially interfere with the use of the Timberland Property by Timberland, provided, however, that there shall be no liability on Timberland, its successors and assigns and persons occupying or lawfully present on the Easement Area for damage, if any, which may be caused by normal and reasonable use of, or vehicular or pedestrian traffic over, the Easement Area.

7. **Termination.** This Easement shall not be released, terminated, revoked, amended, or modified in any manner, without written consent of the parties. Any purported release, termination, revocation, amendment, or modification without such written consent shall be null and void and of no force and effect.

8. **Insurance and Indemnification.** Commencing with the date of this Agreement and hereafter, Wilderness shall, at its own expense, maintain general public liability insurance against claims for personal injury or death or property damage occasioned by accident occurring upon, in, or about the Easement Area resulting from the rights granted herein. Wilderness shall indemnify and hold harmless Timberland from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury, or damage to property, or any of the above, occasioned wholly or in part by any act or omission of Wilderness, its tenants, subtenants, agents, employees, licensees, or invitees.

9. **Other Agreements.** This Easement shall constitute the entire easement and agreement between the owners of the Timberland Property and the Wilderness Property and the Wilderness with respect to the subject matter hereof and supersedes all prior easements of record, if any, relating to the property referenced herein.

10. **Further Assurances.** Each undersigned party will, whenever it shall be reasonably requested to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each of the undersigned parties shall cooperate in good faith with the other and shall do any and all other acts and execute, acknowledge and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Easement.

Dated this 14 day of May, 2007.

"TIMBERLAND"

TIMBERLAND NEBRASKA I, LLP,  
a Minnesota limited liability  
partnership

By:

  
Authorized Representative

"WILDERNESS"

WILDERNESS VIEW TOWNHOMES,  
L.L.C., a Nebraska limited liability  
company

By:

  
Authorized Representative

STATE OF Minnesota )  
 ) ss.  
COUNTY OF Hennepin )



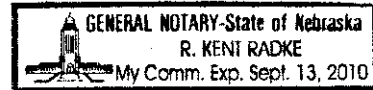
The foregoing instrument was acknowledged before me this 14 day of May, 2007, by Robert Fransen, Authorized Representative of Timberland Nebraska I, LLP, a Minnesota limited liability partnership, on behalf of the partnership.

Cheryl A Auchstetter  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 16 day of May, 2007, by Brett Collingsworth Manager of Wilderness View Townhomes L.L.C., a Nebraska limited liability company, on behalf of the company.

R Kent Radke  
Notary Public



**LENDER CONSENT FOR  
TIMBERLAND NEBRASKA I, LLP**

The undersigned, duly authorized representative of Fannie Mae ("Lender"), the Lender of record of Timberland Nebraska I, LLP, the Grantor of the foregoing easement, hereby consents to the grant of the foregoing easement by Timberland Nebraska I, LLP, and agrees to not disturb the use of such easement by the Grantee. Such Lender further agrees that in the event of default of any such lien by Timberland Nebraska I, LLP, it shall not name the Grantee of such easement in any legal proceeding based upon such default.

FANNIE MAE  
Michael W. Dick

By: Michael W. Dick  
Name/Title Asst. Vice President

STATE OF Maryland )  
COUNTY OF Montgomery ) ss.

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 2007, by Michael W. Dick Asst. of Fannie Mae, on behalf of the Company.

**HARRIET L. COLES-WILLIAMS**  
Notary Public  
Montgomery County, Maryland  
My Commission Expires August 12, 2008

Harriet L. Coles-Williams  
Notary Public

**EXHIBIT "A"**

**WILDERNESS PROPERTY**

A tract of land located In Lot 55, Irregular Tract in the Northeast Quarter of Section 14, township 9 North, Range 6 East of the 6<sup>th</sup> P.M., Lincoln, Lancaster County, Nebraska, and more fully described as follows:

Beginning at the Southwest corner of said Northeast Quarter, thence: N00°25'58"W (assumed) on the West line of said Northeast Quarter a distance of 851.71 feet to a point on the North line of said Lot 55; thence: N53°30'23"E on said line, a distance of 840.38 feet; thence: S35°37'50"E, a distance of 152.75 feet to the point of curvature of a curve to the right having a central angle of 17°31'10", a radius of 615.00 feet, an arc length of 188.05, a chord length of 187.32 feet and a chord bearing S26°52'15"E,; thence: on said curve, a distance of 188.05 feet to the point of tangency; thence: S18°06'39"E, a distance of 206.00 feet; thence: S07°16'57"W, a distance of 368.65 feet; thence: S21°04'34"E, a distance of 93.23 feet; thence: S87°57'00"E, a distance of 81.82 feet; thence: N40°49'55"E, a distance of 122.22 feet; thence: N88°25'54"E, a distance of 70.11 feet; thence: S79°19'13"E, a distance of 207.19 feet to a point on the southeasterly line of said Lot 55 and the point of curvature of a curve to the left, having a central angle of 02°09'35", a radius of 11634.20 feet, an arch length of 438.59 feet, a chord length of 438.56 feet and a chord bearing S41°14'29"W; thence: on said curve, a distance of 438.59 feet to the point of tangency; thence: S49°09'47"W, on said southeasterly line, a distance of 180.33 feet to a point on the south line of said Northeast Quarter; thence: N89°49'46"W, on said line, a distance of 923.59 feet to the point of beginning and containing a calculated area of 25.457 acres more or less.

**EXHIBIT "B"**

**TIMBERLAND PROPERTY**

Remaining portion of Lot 55 of Irregular Tracts in the Northeast Quarter of Section 14, Township 9 North, Range 6 East of the 6<sup>th</sup> P.M., Lincoln, Lancaster County, Nebraska.

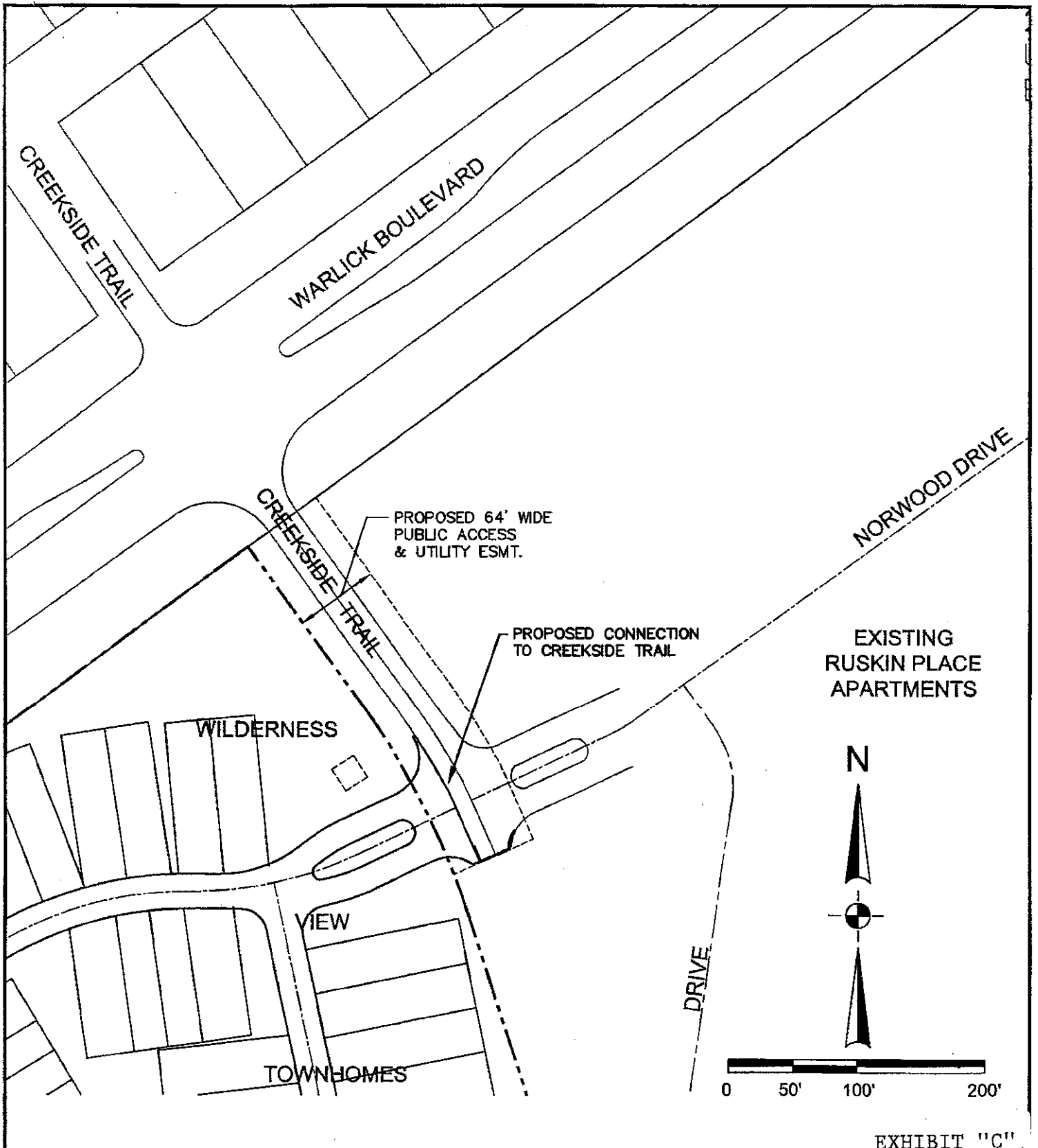


EXHIBIT "C"

PROJECT NO.:	008-004-06
DATE:	FEBRUARY 2007
DESIGNED:	AYW
DRAWN:	DLB
CHECKED:	AYW
SHEET NO.:	1 OF 1

**PAVEMENT CONNECTION  
EXHIBIT**

**WILDERNESS VIEW  
TOWNHOMES - C.U.P.**  
  
 LINCOLN, NEBRASKA

THIS INSTRUMENT AND THE INFORMATION CONTAINED HEREON ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ENGINEERING, INC.

  
**ENGINEERING, INC.**  
 2603 N. 183RD STREET, SUITE 201  
 OMAHA, NEBRASKA 68116  
 402.905.4355 (PH) • 402.905.4432 (FAX)