

ITI  
4

Inst # 2007025725 Thu May 24 15:33:11 CDT 2007  
Filing Fee: \$46.00  
Lancaster County, NE Assessor/Register of Deeds  
cpoockg  
Office EASE  
Pages 9



**DRIVEWAY EASEMENT AGREEMENT**

This Driveway Easement Agreement ("Easement") is made this 14 day of May, 2007, by and between Information Technology, Inc., a Nebraska corporation ("ITI") and Timberland Nebraska I, L.L.P., a Minnesota limited liability partnership ("Timberland") and Wilderness View Townhomes, L.L.C., a Nebraska limited liability company ("Wilderness").

**RECITALS**

- A. ITI owns real property located in Lincoln, Nebraska, legally described on Exhibit "A" attached and incorporated by this reference ("ITI Property").
- B. Timberland owns real property located in Lincoln, Nebraska, located adjacent to the ITI Property, legally described on Exhibit "B" attached and incorporated by this reference ("Timberland Property").
- C. Wilderness is purchasing or has purchased an approximately 23.8-acre portion of the Timberland Property, legally described on Exhibit "C" attached and incorporated by this reference ("Wilderness Property").
- D. ITI desires to construct an access road on the western edge of the ITI Property to connect the ITI Property with Warlick Boulevard, the right-of-way of which is located west of and adjacent to the ITI Property, the Timberland Property, and the Wilderness Property.
- E. Wilderness has received approval from the City of Lincoln to construct and develop a townhome residential development on the Wilderness Property, conditioned upon the Wilderness Property being benefited with an access road.
- F. ITI is willing to grant Timberland and Wilderness an easement on the access road on the ITI Property, as described below, and Timberland is willing to grant Wilderness an easement through the Timberland Property, both in accordance with the terms of this Easement Agreement.

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

\$45.50 (65.00 Long)

1. **ITI's Easement.** ITI does hereby convey to Timberland and Wilderness, their respective successors and assigns, a limited and nonexclusive permanent easement with the right to use for ingress and egress the access road as shown and depicted on Exhibit "D" attached and incorporated by this reference (the "Access Road"), with the right to enter the Easement Area for purposes of maintaining the Access Road on the property legally described on Exhibit "A" attached and incorporated by this reference ("ITI Easement Area"). The easement on the ITI Easement Area is limited to the area of the Access Road and shall be subject to adjustment based on the final design of the Access Road, and ITI, Wilderness and Timberland each agree to amend this Agreement based on such final design, provided the Access Road provides access to Warlick Boulevard.

2. **Timberland Easement.** Timberland does hereby convey to Wilderness, its respective successors and assigns, a limited and nonexclusive easement with the right to use for ingress and egress purposes the Access Road where it traverses the Timberland Property on Norwood Drive as depicted on Exhibit "D" ("Timberland Easement Area"), so that the Wilderness Property has access to Warlick Boulevard via the Timberland Easement Area and the ITI Easement Area.

3. **Binding Effect.** The grant of the easements shall be binding upon the heirs, executors, administrators, successors and assigns of ITI and Timberland herein. Timberland and Wilderness and their successors and assigns, shall be entitled to use and enjoy the ITI Easement Area subject to the use of the ITI Easement Area by ITI. Wilderness and its successors and assigns shall be entitled to use and enjoy the Timberland Easement subject to the use of the Timberland Easement Area by Timberland.

4. **Limitation.**

(a) ITI, for itself and its successors and assigns, covenants and agrees that it shall not construct any permanent structures on the ITI Easement Area. The limitation described in this paragraph 4 shall not extend to nor prohibit the installation of a surfaced parking lot or landscaping on and in the ITI Easement Area, provided such installation does not negatively impact the easement rights granted herein.

(b) Timberland, for itself and its successors and assigns, covenants and agrees that it shall not construct any permanent structures on the Timberland Easement Area. The limitation described in this paragraph 4 shall not extend to nor prohibit the installation of a surfaced parking lot or landscaping in the Timberland Easement Area provided such installation does not negatively impact the easement rights granted herein.

(c) Wilderness agrees the easement through the Timberland Easement Area is granted for an access road only, which does not include parking or storage of vehicles or supplies.

5. **Nondisturbance:** This Easement shall be accompanied by the consent of the lender for Timberland. Such lender shall agree to not disturb the use of the Access Road by the grantees described herein.

6. **Maintenance.** Upon completion of the construction of the Access Road pursuant to the terms of the Driveway Construction Agreement among ITI, Timberland, and Wilderness, Timberland shall be responsible for the repair and maintenance of that portion of the Access Road situated on the Timberland Property, and ITI shall be responsible for the repair and maintenance of that portion of the Access Road situated on the ITI Property, provided, however, if as a consequence of a flood or other disaster the concrete box culverts used to construct the Access Road across the drainage way located on the ITI Property must be replaced, the cost of doing so shall be borne equally by ITI and Wilderness.

7. **Duration.** This Driveway Easement Agreement shall constitute the grant of a limited and nonexclusive permanent easement from ITI to Timberland and Wilderness and shall constitute the grant of a limited and nonexclusive permanent easement from Timberland to Wilderness. This Easement Agreement may be amended or terminated only in writing signed by ITI, Timberland, and Wilderness or their respective successors.

Dated this 14 day of May, 2007.

"ITI"

INFORMATION TECHNOLOGY, INC.,  
a ~~NEBRASKA~~ corporation

By:   
Name/Title

"TIMBERLAND"

TIMBERLAND NEBRASKA I, L.L.P.,  
a Minnesota limited liability partnership

By:   
General Partner

"WILDERNESS"

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

By:   
Breck Collingsworth, Manager

STATE OF NEBRASKA )

) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 16th day of May, 2007, by Thomas M. Cypher, President of Information Technology, Inc., a Nebraska corporation, on behalf of the corporation.

Cheri L. Beck  
Notary Public

STATE OF Minnesota )  
) ss.  
COUNTY OF Hennepin )



The foregoing instrument was acknowledged before me this 14 day of May, 2007, by Robert Frawsen, Exec. Administrator of Timberland Nebraska LP serving as general partner of Timberland Nebraska I, L.L.P., a Minnesota limited liability partnership, on behalf of the partnership.

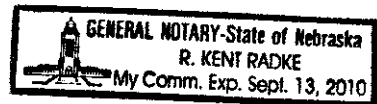


Cheryl A. Auchstetter  
Notary Public

STATE OF NEBRASKA )  
) ss.  
COUNTY OF Lancaster )

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

R Kent Radke  
Notary Public





**EXHIBIT "A"**

**ITI PROPERTY**

Lot Sixty-Seven (67), Irregular Tract in the Northeast Quarter (NE ¼) of  
Section Fourteen (14), Township Nine North (T9N), Range Six East  
(R6E), Lincoln, Lancaster County, Nebraska

**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, excepting out that property described on Exhibit "C"

## EXHIBIT "C"

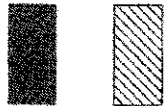
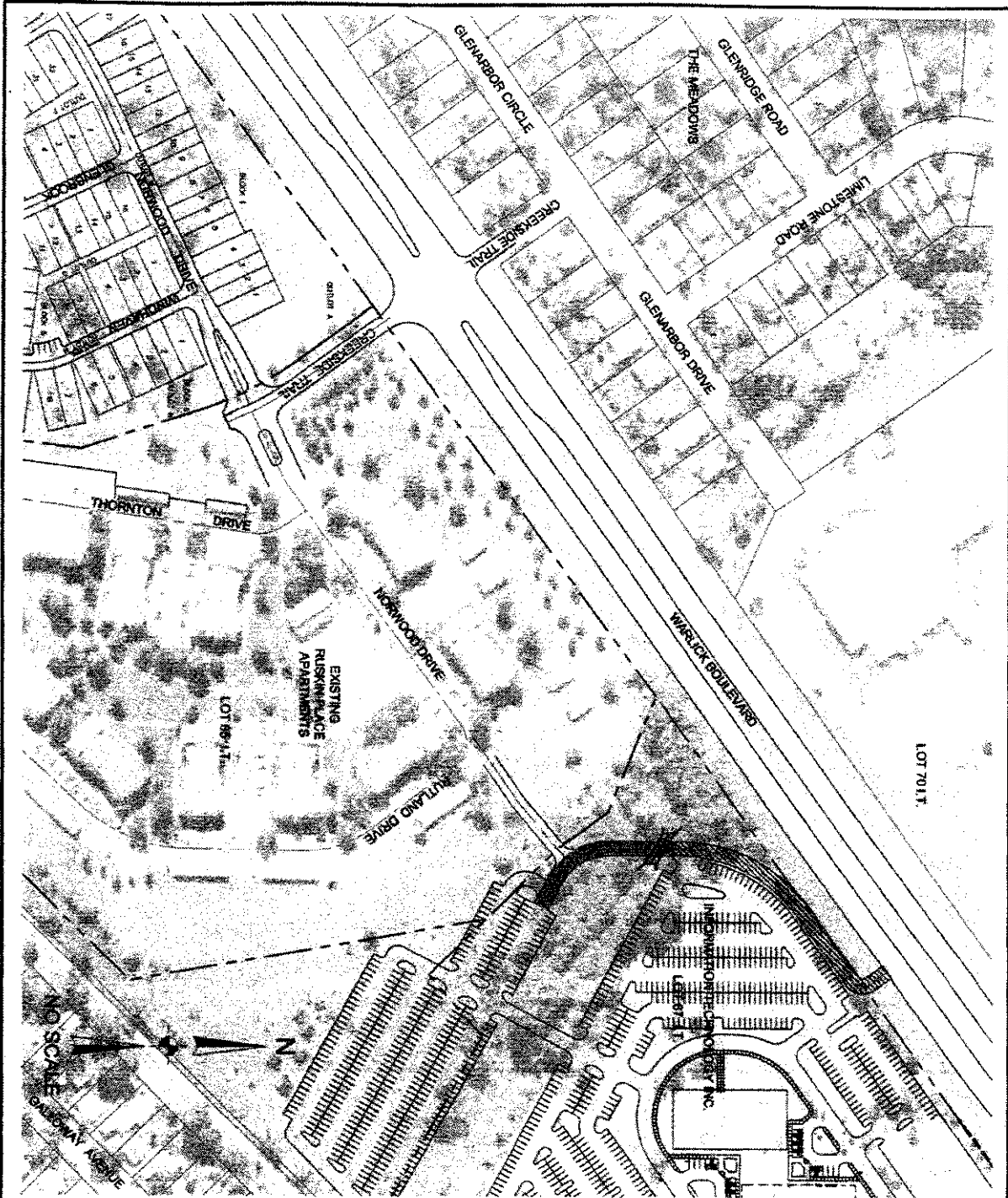
### WILDERNESS PROPERTY

A tract of land located In Lot 55, Irregular Tract in the Northeast Quarter of Section 14, township 9 North, Range 9 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 "D"



SEGMENT 1  
SEGMENT 2  
SEGMENT 3

PROJECT NO.:  
DATE: FEBRUARY 2007  
DESIGNED: AM  
DRAWN: AM  
CHECKED: AM  
SHEET NO. 1 OF 2

RUSKIN PLACE / I.T.I. CONNECTION

WILDERNESS VIEW TOWNHOMES

S. 14TH STREET AND WARLICK BOULEVARD  
LANCASTER COUNTY, NEBRASKA

THIS DOCUMENT AND THE CONTENTS HEREIN ARE THE PROPERTY OF ENGINEERING, INC. AND 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.**  
5802 N. 145RD STREET, SUITE 301  
OMAHA, NEBRASKA 68114  
402.494.4331 (PH) 402.524.4441 (FAX)