



UTILITY EASEMENT AGREEMENT
(Water Line)

This Utility Easement Agreement (Water Line) is made this 17th day of April, 2008, by and between Wilderness View Townhomes, L.L.C., a Nebraska limited liability company ("Grantee") and Information Technology, Inc., a Nebraska corporation ("Grantor").

RECITALS

- A. Grantee owns certain real estate located in Lincoln, Nebraska, legally described on Exhibit "A" attached hereto and incorporated by this reference. (the "Wilderness View Property").
- B. Grantor owns certain real property legally described on Exhibit "B" attached hereto and incorporated by this reference (the "I.T.I. Property").
- C. A third party, Timberland Nebraska I, LLP, a Minnesota limited liability partnership, owns certain real property located between the Wilderness View Property and the I.T.I. Property (the "Timberland Property") and has granted Grantee an easement to locate a water service line on the Timberland Property.
- D. Grantee is developing the Wilderness View Property and has acquired an easement across a portion of the Timberland Property to run a water service line.
- E. Grantee desires to acquire an easement across a portion of the I.T.I. Property to connect the water service line to the water main located within the Easement Area.

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, Grantor and Grantee agree as follows:

Celine W. Miami S

File on Exhibit B legal c.o. 14

1. **Grant of Easement.** Grantor does hereby convey to Grantee, its respective successors and assigns, an underground utility easement, to construct, reconstruct, maintain, repair, replace, improve, operate, use and remove utility services, including underground service lines and associated improvements for a water service line necessary to serve the Wilderness View Property, and such other property as determined by Grantee and the City of Lincoln, Nebraska, along with the right to enter the Easement Area (as defined below) for purposes of constructing, reconstructing, maintaining, repairing, replacing, improving, operating, using, and removing the water service line in and under the property defined herein as the Easement Area. The parties agree that the Easement Area shall be for that area described and depicted on the map attached as Exhibit "C" attached hereto and incorporated by this reference (the "Easement Area"). The Easement Area is located on the western edge of the southern boundary of the I.T.I. Property and will be located as far south as possible. This Easement shall also provide for the right of Grantee, or its successors and assigns, to construct, reconstruct, maintain, repair, replace, improve, operate, and use the improvements located in the Easement Area and to access the I.T.I. Property for such purposes.

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

3. **Maintenance.** Grantee shall maintain and keep in good repair the utility services located in the Easement Area. Such maintenance obligations shall be performed in a workmanlike manner and shall be solely at the cost and expense of the Grantee. After construction, Grantor shall remain solely responsible for maintenance of the surface of the Easement Area with respect to any items unrelated to the utility services.

4. **Conduct of Work.** Any installation, maintenance, replacement and/or repair of the water line performed by Grantee, its agents, and its employees shall be performed (a) solely at Grantee's sole cost and expense, (b) in such a manner as to reasonably minimize interference with the use and enjoyment of the I.T.I. Property by Grantor and others occupying or lawfully present on the Easement Area, (c) with adequate provision for the safety and convenience of all persons using the surface of such areas, (d) diligently so as to complete such work as quickly as reasonably possible, and (e) Grantee shall be responsible for the restoration of the Easement Area upon completion of the work.

5. **Liability.** The sole rights granted herein are the rights to use the Easement Area 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 Area by them or their employees, invitees, agents, successors or assigns, contrary to the terms of this Easement.

6. **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.

7. **Insurance and Indemnification.** Commencing with the date of this Agreement and hereafter, Grantee shall, at its own expense, maintain general public liability insurance against claims for personal injury or death or property damaged occasioned by accident occurring upon, in, or about the Easement Area resulting from the rights granted herein. Grantee shall indemnify and hold harmless Grantor 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 Grantee, its tenants, subtenants, agents, employees, licensees, or invitees.

8. **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.

The undersigned have executed and made this Agreement effective as of the date first written above.

“GRANTOR”

“GRANTEE”

INFORMATION TECHNOLOGY, INC.,
a Nebraska corporation

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

By: Kurt J. Kuhl
Authorized Representative

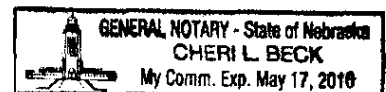
By: Breca C. Cunniff
Authorized Representative

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 17th day of April, 2008, by Kurt J. Kuhl, Authorized Representative of Information Technology, Inc., a Nebraska corporation, on behalf of the company.

Cheri L. Beck
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)



The foregoing instrument was acknowledged before me this 23 day of April, 2008, by Breck Collingsworth Manager of Wilderness View Townhomes, L.L.C., a Nebraska limited liability company, on behalf of the company.



Notary Public



EXHIBIT "A"

WILDERNESS VIEW 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 6th 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.

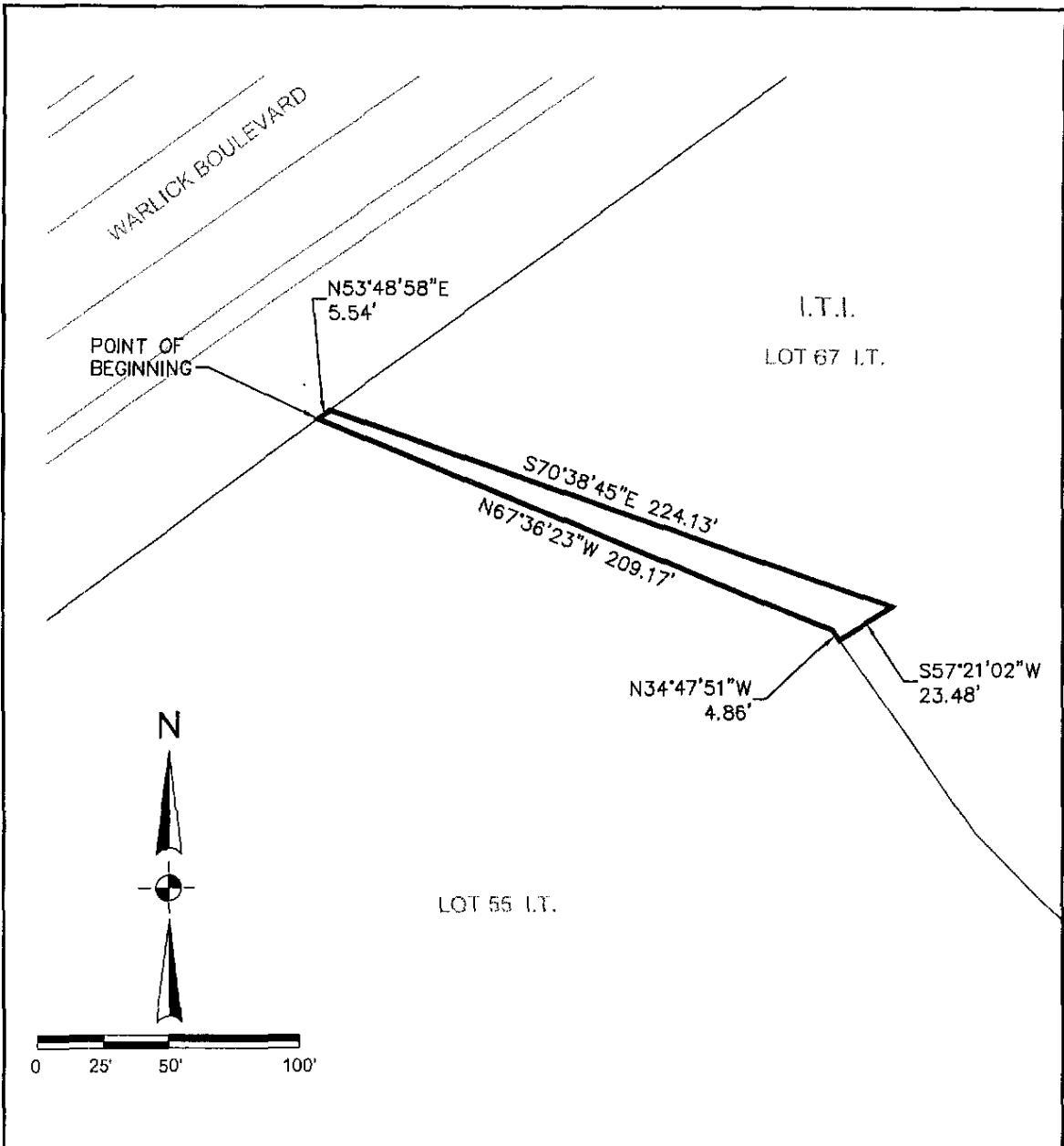
Now known as: Lots One (1) through Eighteen (18), Block One (1); Lots One (1) through Eight (8), Block Two (2); Lots One (1) through Thirty-Two (32), Block Three (3); Lots One (1) through Eighteen (18), Block Four (4); Lots One (1) through Thirty-Four (34), Block Five (5); and Outlots A, B, C, D, E, F, G, H, I, J, and K, Wilderness View Townhomes, Lincoln, Lancaster County, Nebraska.

EXHIBIT "B"

I.T.I. PROPERTY

Lot Sixty-Seven (67), Irregular Tract in the Northwest Quarter (NW $\frac{1}{4}$) of Section Fourteen (14), Township Nine North (T9N), Range Six East (R6E), Lincoln, Lancaster County, Nebraska.

EXHIBIT "C"



LEGAL DESCRIPTION – PERMANENT WATER MAIN EASEMENT

A PARCEL OF LAND BEING A PORTION OF LOT 67 IRREGULAR TRACT LOCATED IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 67, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF WARLICK BOULEVARD; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG THE BOUNDARY OF SAID LOT 67, N53°48'58"E, (ASSUMED BEARING), 5.54 FEET; THENCE S70°38'45"E, 224.13 FEET; THENCE S57°21'02"W, 23.48 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF SAID LOT 67; THENCE ALONG SAID SOUTHWESTERLY BOUNDARY, N34°47'51"W, 4.86 FEET; THENCE CONTINUING ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LOT 67, N67°36'23"W, 209.17 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.05 ACRES (2,306 SQUARE FEET), MORE OR LESS.

PROJECT NO.: 008-004-06	PERMANENT WATER MAIN EASEMENT I.T.I. (LOT 67 I.T.)	WILDERNESS VIEW TOWNHOMES LINCOLN, NEBRASKA	<small> THE ENGINEER AND THE SURVEYOR HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD COPY OF THIS INSTRUMENT AS FILED IN THE PUBLIC RECORDS OF THE STATE OF NEBRASKA. DATE: 11/15/07 COUNTY: LANCASTER INSTRUMENT NO.: 008-004-06 </small>	ENGINEERING, INC. <small>3803 N. 153RD STREET, SUITE 201 OMAHA, NEBRASKA 68116 402.505.4755 (PH) - 402.505.4432 (FAX)</small>
DATE: NOVEMBER 2007				
DESIGNED: DLB				
DRAWN: DLB				
CHECKED: RLD				
SHEET NO.: 1/1				