



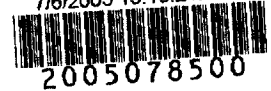
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Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
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**PERMANENT EASEMENT AGREEMENT**

Dale A. Christianson and Jennifer K. Christianson, husband and wife, hereinafter collectively referred to as "Grantor", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grant, bargain, sell and convey to E. David Bressman and Jennifer L. Bressman, husband and wife, and their successors and assigns, hereinafter collectively referred to as "Grantee", a permanent easement for the purpose of ingress and egress, on the terms and conditions hereinafter set forth:

1. Grantor's Property. Grantor is the owner of the property described on Exhibit "A", attached hereto and incorporated herein by this reference ("Grantor's Property").

2. Grantee's Property. Grantee is the owner of the property described on Exhibit "B" attached hereto and incorporated herein by this reference ("Grantee's Property").

3. Grant of Easement: Easement Area. Subject to the terms and conditions of this Permanent Easement Agreement, Grantor hereby grants, bargains, sells and conveys to Grantee, and to Grantee's successors and assigns, a permanent easement over, upon and across the property described on Exhibit "C" (the "Easement Area"), attached hereto and incorporated herein by this reference. The purpose of this easement is to provide access across Grantor's Property from Bennington Road, as now configured or as hereinafter modified or improved, to Grantee's Property. This easement shall be for the benefit of Grantee, their invitees, contractors, customers, employees and tenants.

4. Term of Easement. This easement shall be perpetual, shall run with the land, and shall inure to the benefit of Grantee's successors and assigns, both legal and equitable.

5. Joint Use. A portion of the Easement Area, as described on Exhibit "D", attached hereto and incorporated herein by this reference (the "Joint Use Area"), shall be used by Grantor, and Grantor's successors and assigns, for access to Grantor's Property. The Joint Use Area shall, in addition to being used by Grantor as a part of the Easement Area, be for the benefit of Grantor, and the invitees, contractors, customers, employees, and tenants of Grantor and their successors and assigns. The Joint Use Area shall be rocked and/or graveled and the Grantor and Grantee shall equally share the cost of constructing the road bed and maintaining the Joint Use Area. Neither party may hard surface the Joint Use Area without the express written approval of the other. In the event the parties should agree to hard surface the Joint Use Area then the party who initially proposed hard surfacing the Joint Use Area shall bear all costs associated therewith and shall construct the hard surfaced road to a depth and in a configuration expressly approved in writing by the other party.

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① 07-006024

EXHIBIT "B"

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6. Maintenance. Grantee shall be solely responsible for constructing the road bed and maintaining the road in the Easement Area not included within the Joint Use Area.

7. Grantor's Indemnification. Grantor and their successors shall indemnify and hold Grantee and their successors harmless from and against any and all liabilities, losses, claims, costs, and other expenses which Grantee or their successors may sustain or incur in connection with the use or maintenance of the Joint Use Area by Grantor or their contractors, agents, lessees, and assigns.

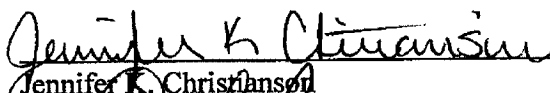
8. Grantee's Indemnification. Grantee and their successors shall indemnify and hold Grantor and their successors harmless from and against any and all liabilities, losses, claims, costs, and other expenses which Grantor or their successors may sustain or incur in connection with the use or maintenance of the Joint Use Area, and the Easement Area not included within the Joint Use Area, by Grantee or their contractors, agents, lessees, and assigns.

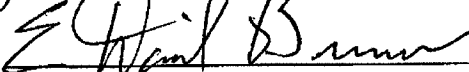
9. Grantor's Warranties. Grantor and their successors and assigns do confirm and warrant to Grantee and their successors and assigns, that Grantor holds unencumbered fee title to the property described in Exhibits "A" and "C" and that they have a right to grant and convey this Permanent Easement to Grantee and that Grantor will warrant and defend this Permanent Easement to Grantee and their successors and assigns against the lawful claims and demands of all persons.

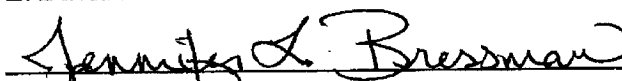
10. Entire Agreement. This Permanent Easement Agreement contains the entire agreement of the parties; there are no different agreements or understandings between the Grantor and Grantee. Any amendment or modification to this Permanent Easement Agreement shall not be valid unless reduced to writing and signed and acknowledged by the Grantor and Grantee or their successors and assigns.

Dated this 14<sup>th</sup> day of May, 2005.

  
Dale A. Christianson

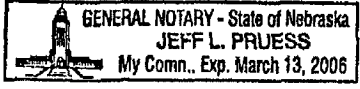
  
Jennifer K. Christianson

  
E. David Bressman

  
Jennifer L. Bressman

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF DOUGLAS )

The above and foregoing was acknowledged before me this 19<sup>th</sup> day of MAY, 2005, by Dale A. Christianson and Jennifer K. Christianson, husband and wife.



Jeff L. Pruess  
Notary Public

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF DOUGLAS )

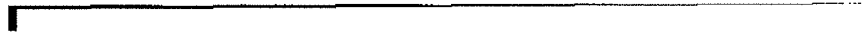
The above and foregoing was acknowledged before me this 19<sup>th</sup> day of MAY, 2005, by E. David Bressman and Jennifer L. Bressman.



Jeff L. Pruess  
Notary Public

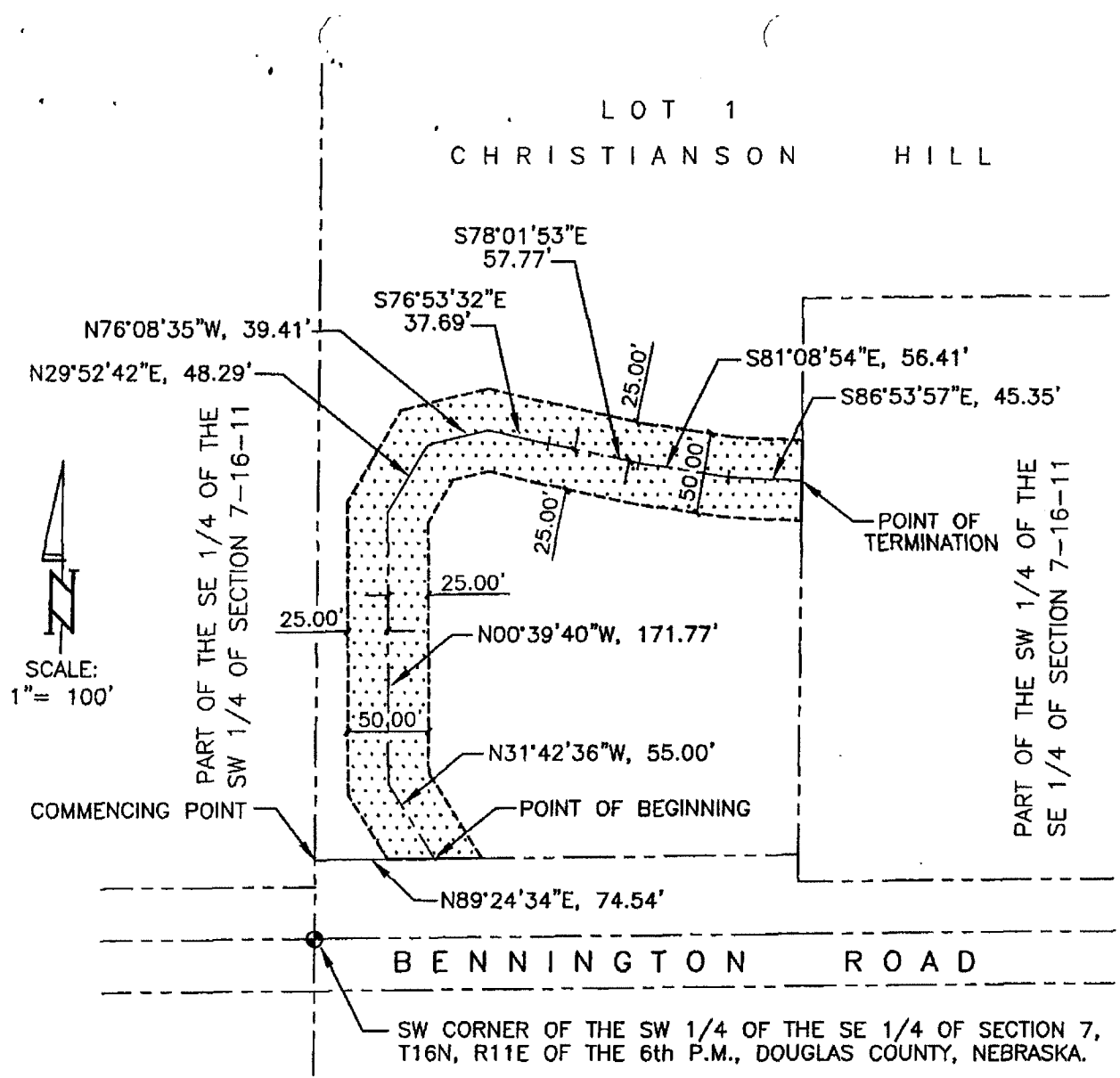
**EXHIBIT "A"**

Lot 1, Christianson Hill, a subdivision, as surveyed, platted and recorded in Douglas  
County, Nebraska



**EXHIBIT "B"**

That part of the Southwest 1/4 of the Southeast 1/4 of Section 7, Township 16 North, Range 11 East of the 6<sup>th</sup> P.M., Douglas County, Nebraska, described as follows, beginning at the Northeast corner of Lot 1, Christianson Hill, a subdivision in said Douglas County; thence S00°00'26"E (assumed bearing) 920.77 feet on the East line of said Lot 1; thence S89°24'34"W 377.37 feet on the East line of said Lot 1; thence S00°00'26"E 400.00 feet on the East line of said Lot 1 and its Southerly extension to the South line of said Southwest 1/4; thence N89°24'34"E 1021.84 feet on the South line of said Southwest 1/4 to the Southeast corner thereof; thence N00°01'11"W 1320.70 feet on the East line of said Southwest 1/4 to the Northeast corner thereof; thence N89°24'54"W 644.18 feet on the North line of said Southwest 1/4 to the point of beginning. Containing 23.00 acres.



**LEGAL DESCRIPTION**

A 50.00 FOOT WIDE STRIP OF GROUND LYING WITHIN LOT 1, CHRISTIANSON HILL, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID LOT 1;

THENCE N89°24'34"E (ASSUMED BEARING) 74.54 FEET ON THE SOUTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING;

THENCE N31°42'36"W 55.00 FEET; THENCE N00°39'40"W 171.77 FEET; THENCE N29°52'42"E 48.29 FEET;

THENCE N76°08'35"E 39.41 FEET; THENCE S76°53'32"E 37.69 FEET; THENCE S78°01'53"E 57.77 FEET;

THENCE S81°08'54"E 56.41 FEET;

THENCE S86°53'57"E 45.35 FEET TO THE POINT OF TERMINATION, SAID POINT BEING ON THE EAST LINE OF SAID LOT 1, WITH THE OUTER BOUNDARIES OF SAID 50.00 FOOT WIDE STRIP BEING EXTENDED TO MEET THE SOUTH AND EAST LINE OF SAID LOT 1.

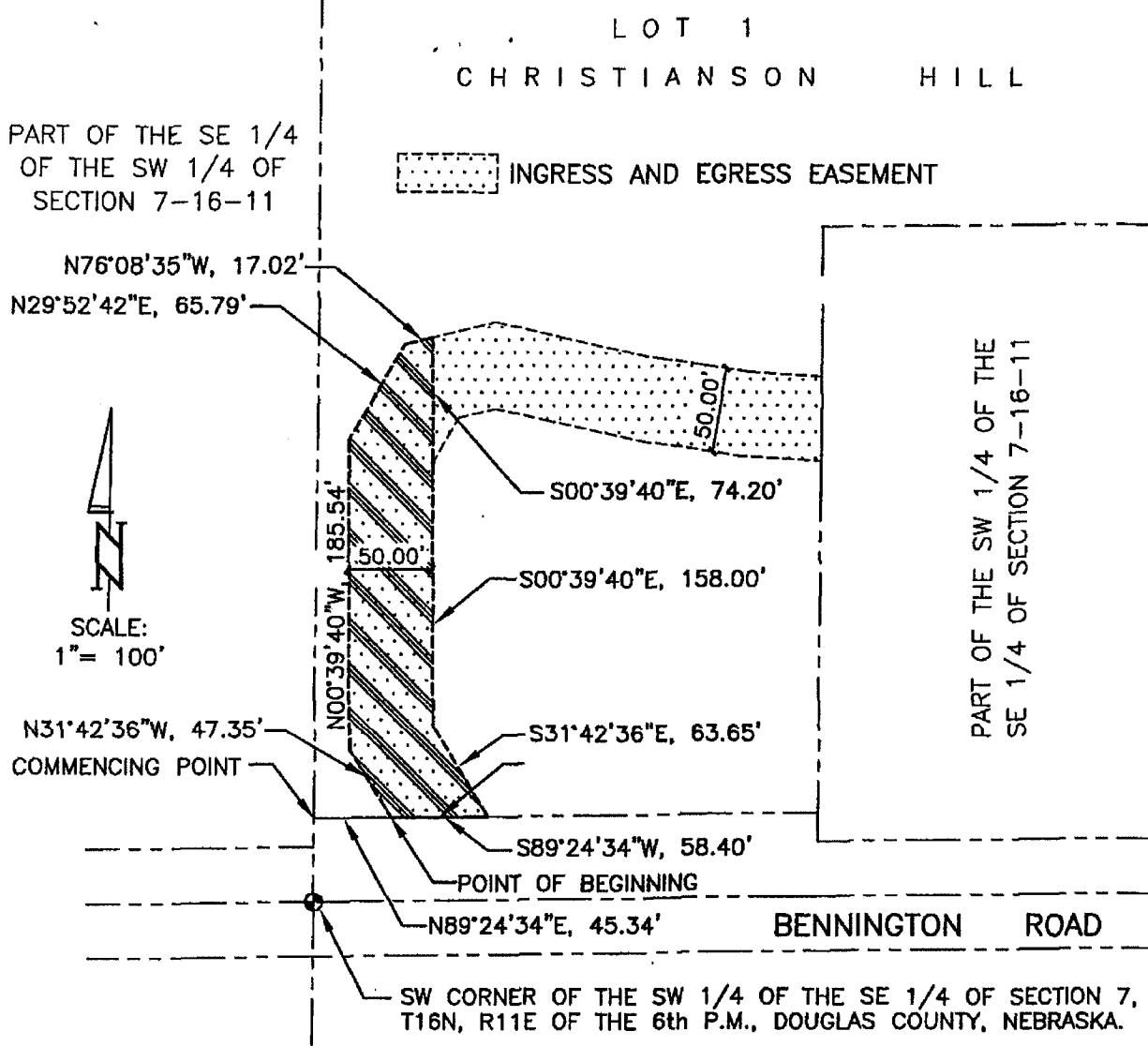
**EXHIBIT "C"**

DALE CHRISTIANSON

TD2 FILE NO.: 200-324-298E

DATE: MARCH 8, 2005

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



**LEGAL DESCRIPTION**

THAT PORTION OF A 50.00 FOOT WIDE INGRESS AND EGRESS EASEMENT LYING WITHIN LOT 1, CHRISTIANSON HILL, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID LOT 1; THENCE N89°24'34"E (ASSUMED BEARING) 45.34 FEET ON THE SOUTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST LINE OF SAID 50.00 FOOT WIDE EASEMENT; THENCE N31°42'36"W 47.35 FEET ON THE WEST LINE OF SAID EASEMENT; THENCE N00°39'40"W 185.54 FEET ON THE WEST LINE OF SAID EASEMENT; THENCE N29°54'42"E 65.79 FEET ON THE NORTHWESTERLY LINE OF SAID EASEMENT; THENCE N76°08'35"E 17.02 FEET ON THE NORTH LINE OF SAID EASEMENT; THENCE S00°39'40"E 74.20 FEET TO THE EAST LINE OF SAID EASEMENT; THENCE CONTINUING S00°39'40"E 158.00 FEET ON THE WEST LINE OF SAID EASEMENT; THENCE S31°42'36"E 63.65 FEET ON THE EAST LINE OF SAID EASEMENT TO THE SOUTH LINE OF SAID LOT 1; THENCE S89°24'34"W 58.40 FEET ON THE SOUTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

**EXHIBIT "D"**

DALE CHRISTIANSON

TD2 FILE NO.: 200-324-298E1

DATE: MARCH 8, 2005

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860