

MISC 2008011575



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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 2/7/2008 08:06:57.38



2008011575

PERMANENT SANITARY SEWER EASEMENT


THAT SILVERCREST - ELK RIDGE ASSISTED LIVING, L.L.C., hereinafter referred to as GRANTOR, (whether one or more), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the Sanitary and Improvement District No. 521 of Douglas County, Nebraska, and unto the City of Omaha, Nebraska, and their successors and assigns, hereinafter referred to as GRANTEES, an easement for the right to construct, maintain and operate a Permanent Sanitary Sewer (hereafter "Sewer") on the real property that is legally described on the attached Exhibit "A".

TO HAVE AND TO HOLD unto said GRANTEES and their successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said Sewer at the will of the GRANTEES. The GRANTOR may, following construction of said Sewer, continue to use the surface of the easement property for other purposes, subject to the right of the GRANTEES to use the same for the purposes herein expressed. It is further agreed as follows:

1. This easement runs with the land. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the GRANTEES. Improvements which may be approved by GRANTEES include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his heirs, successors or assigns.
2. That GRANTEES will replace or rebuild any and all damage to improvements caused by GRANTEES exercising its rights of inspecting, maintaining or operating said Sewer, except that, damage to, or loss of, trees and shrubbery will not be compensated for by GRANTEES.
3. That GRANTEES shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEES and any said construction and work.
4. That said GRANTOR, for itself and for its successors and assigns, does hereby confirm with the said GRANTEES and its successors and assigns, that GRANTOR is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it and its successors and assigns shall warrant and defend this easement to said GRANTEES and its assigns against the lawful claims and demands of all persons.
5. That said easement is granted upon the condition that the GRANTEES will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, trees within the easement area as necessary for construction.
6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the GRANTOR and the GRANTEES or their agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEES or their agents or employees, except as are set forth herein.
7. In the event of annexation by any municipality, then this easement shall transfer to the said municipality.

IN WITNESS WHEREOF, GRANTOR has executed this easement this 20th day of January, 2008.

GRANTOR: Silvercrest - Elk Ridge Assisted Living, L.L.C.
 By: Dial Realty Investment Properties, L.P., its manager
 By: Dial Realty Investments, L.L.C., its general partner

By: 
 Christopher R. Held, Manager

STATE OF NEBRASKA)
) ss
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 20th day of Jan., 2008, by Christopher R. Held, Manager of Dial Realty Investments, L.L.C., general partner of Dial Realty Investment Properties, L.P., as manager of Silvercrest - Elk Ridge Assisted Living, L.L.C., a Nebraska limited liability company, on behalf of said company.



Lisa A. Naylon
 Notary Public

After recording, please return the original to:

Daniel D. Walsh
WALSH LAW, P.C.
 11605 Miracle Hills Drive
 Suite 205
 OMAHA, NE 68154



LEGAL DESCRIPTION

A permanent easement ten foot (10') in width for construction and maintenance of sanitary sewers over that part of Lot 165, ELK RIDGE, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Beginning at the northwest corner of Lot 165, ELK RIDGE;

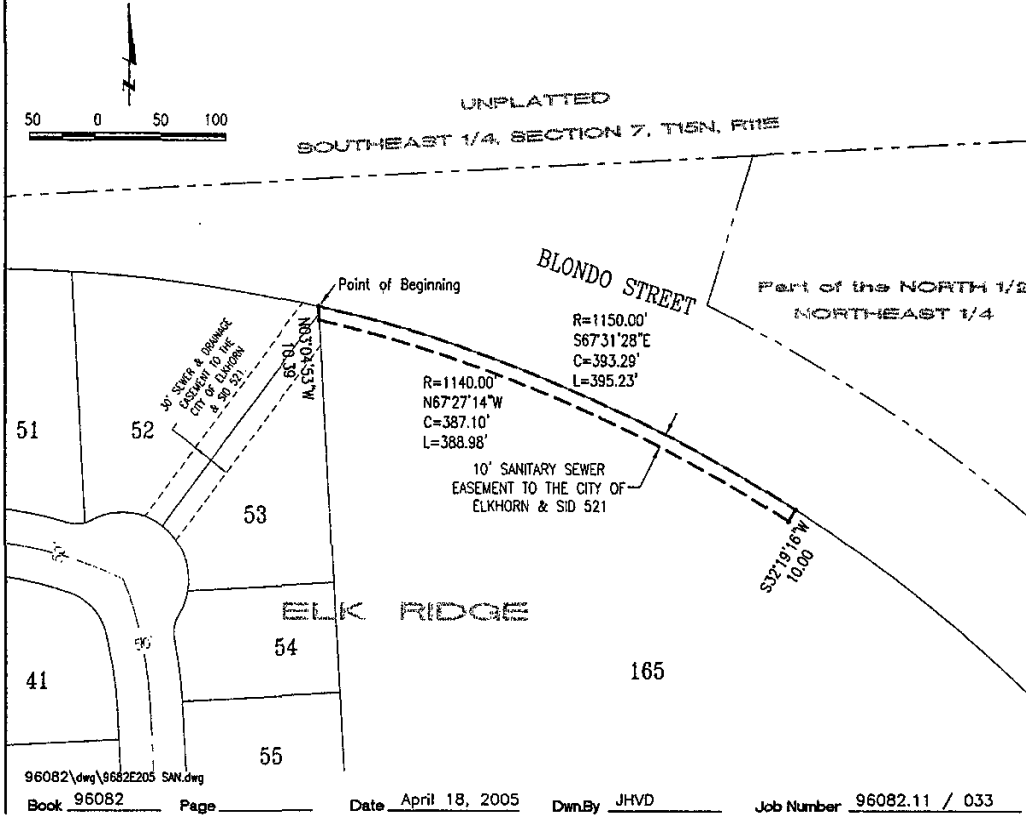
Thence along a curve to the right (having a radius of 1150.00 feet and a long chord bearing South 67°31'28" East for 393.29 feet) for an arc length of 395.23 feet along the north line of said Lot 165;

Thence South 32°19'16" West for 10.00 feet;

Thence along a curve to the left (having a radius of 1140.00 feet and a long chord bearing North 67°27'14" West for 387.10 feet) for an arc length of 388.98 feet concentric with and ten foot (10') south of the north line of said Lot 165 to the west line thereof;

Thence North 03°04'53" West for 10.39 feet to the Point of Beginning.

Contains 3921 square feet.



Lamp, Rynearson & Associates, Inc.

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