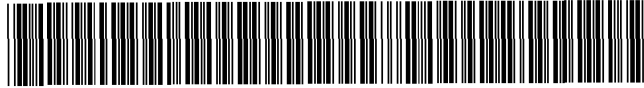




MISC 2014003957



JAN 16 2014 14:21 P 5

Fee amount: 34.00
FB: 0C-11001
COMP: BW

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
01/16/2014 14:21:44.00



2014003957

When recorded return to: MICHAEL C. CARTER, ESQ., 11506 Nicholas St., Suite 103, Omaha, Nebraska 68154

**EASEMENT AGREEMENT FOR
PEDESTRIAN INGRESS AND EGRESS**

THIS EASEMENT ("Easement") is dated as of September 6, 2013, by **ELK RIDGE INDEPENDENT LIVING, LLC**, a Nebraska limited liability company.

RECITALS

A. Elk Ridge Independent Living, LLC owns real property located in the City of Omaha, County of Douglas, State of Nebraska, as described in Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel 1").

B. Elk Ridge Independent Living, LLC also owns the real property located in the City of Omaha, County of Douglas, State of Nebraska, as described in Exhibit "B" attached hereto and incorporated herein by this reference ("Parcel 2").

C. Elk Ridge Independent Living, LLC desires to create a reciprocal easement for ingress and egress and pedestrian traffic over, upon and across the parcels for the benefit of each Parcel.

EASEMENT

1. Easement for Ingress and Egress. Elk Ridge Independent Living, LLC hereby grants and conveys to each property the non-exclusive right in common with others to utilize the access ways, sidewalks, walkways, exits, entrances, and other paved areas, as same may exist from time to time on the parcels, for the use and benefit of employees, agents, customers, invitees and licensees, for purposes of pedestrian ingress and egress in the area set forth on Exhibit A.

2. Barriers. Neither parcel or parcel owners, guests, invitees, agents or any party shall unreasonably prevent, hinder or interfere in any way with the free flow and passage of pedestrian traffic to and from Parcel 1 and Parcel 2. The property hereto acknowledge that the flow and passage of pedestrian traffic to and from Parcel 1 and 2 may be disrupted for limited periods of time for construction, maintenance and repairs.

3. Compliance with Law and Indemnification. Elk Ridge Independent Living, LLC covenant and agree, with respect to its parcels, to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold any property owners, their successors and assigns, and the tenants, subtenants, licensees, concessionaires, mortgagees in possession, customers and business invitees of the parties harmless against all claims, demands, loss, damage, liabilities and expenses and all suits, actions and judgments (including but not limited to costs and attorney's fees) arising out of or in any way related to failure to maintain each parcel in a safe condition. Each property shall give prompt and timely notice of any claim made or suit or action commenced against the other party which in any way would result in indemnification under this Easement.

4. Maintenance, Expenses and Taxes. Each Parcel owner covenants and agrees to maintain in good condition and repair access ways, sidewalks, walkways, exits, entrances, and other paved areas on the parcels, and to pay all expenses incurred in connection therewith, including the payment of all real estate taxes and assessments, subject only to the right to defer payment in a manner provided by law and/or in connection with a bona fide contest of such tax or assessment, so long as the rights of the other property shall not be jeopardized by the deferring of payment.

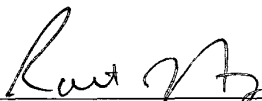
5. Covenants Running with Land. The rights contained within this Easement shall run with Parcels 1 and 2 and shall inure to and be for the benefit of the owners, their successors and assigns, and the tenants, subtenants, licensees, concessionaires, mortgagees in possession, customers and business invitees of the parties.

6. Non-Disturbance Agreement. Elk Ridge Independent Living, LLC shall provide a non-disturbance agreement in form and content reasonably acceptable to the other from any holder of a mortgage or other encumbrance affecting the parcels.

7. Attorneys Fees. In the event that either property brings an action to enforce its rights hereunder, the prevailing party in such action shall be entitled to receive all costs and reasonable attorney's fees in addition to any damages to which it is due by reason of such action.

8. Notices. Any demands or notice allowed or required hereunder shall be given in the manner and to the addresses specified in the Purchase Agreement.

Elk Ridge Independent Living, LLC

By: 
Robert J. Furley, Manager

Date: 9-6-13

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on the 6th day of September, 2013, by

Robert J. Furley, Manager of Elk Ridge Independent Living, LLC.

Lisa A. Naylor
Notary Public

My Commission expires: 11.28.15

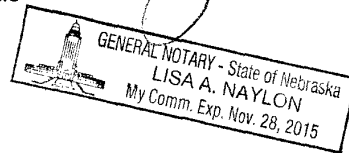


Exhibit "A"

Lot 1, ELK RIDGE REPLAT 6, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska

Exhibit "B"

Lots 2, 3 and 4, ELK RIDGE REPLAT 6, a Subdivision as surveyed, platted and recorded in Douglas County,
Nebraska