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 Register of Deeds, Douglas County, NE  
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**DECLARATION OF RECIPROCAL ACCESS EASEMENTS**

This Declaration of Reciprocal Access Easements (the "**Declaration**") is entered into effective as of the 23<sup>rd</sup> day of January, 2006, by FelCor Omaha Hotel Company, L.L.C. ("**FelCor**") with an address of 545 E. John Carpenter Freeway, Suite 1300, Irving, Texas 75062.

INTRODUCTORY PROVISIONS:

The following provisions form the basis for and are a part of this Declaration:

A. FelCor is the owner of certain land described below ("**Lot 1**") and the hotel improvements thereon:

Lot 1, Lawnfield Replat No. 3, as surveyed, platted and recorded February 2, 2005 in Misc. Book 22, Page 292 as Instrument No. 2005012228, Douglas County, Nebraska records.

B. FelCor is also the owner of certain land described below ("**Lot 2**") and the hotel improvements thereon:

Lot 2, Lawnfield Replat No. 3, as surveyed, platted and recorded February 2, 2005 in Misc. Book 22, Page 292 as Instrument No. 2005012228, Douglas County, Nebraska records.

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Lot 2 is adjacent to Lot 1. Lot 1 and Lot 2 will sometimes be referred to individually as a "Lot" or collectively as the "Lots".

C. Lot 1 is being sold to a third party. Prior to the sale, FelCor desires to grant and impose upon Lot 1 and Lot 2 the easements, servitudes and privileges set forth herein.

NOW, THEREFORE, in consideration of these recitals and of the covenants and agreements set forth herein and the mutual benefits arising to the owners of Lot 1 and Lot 2, and for the good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, FelCor hereby declares and agrees as follows:

1. Reciprocal Access Easements. FelCor hereby declares and makes this Declaration and does hereby impose on Lot 1 and Lot 2 for the benefit of the current and future owners of Lot 1 and Lot 2 (hereinafter sometimes referred to individually as "Owner" and collectively as "Owners") a non-exclusive right, easement and servitude to use the roadways, entrances, exits, service drives and sidewalks as they may from time to time exist for ingress and egress of vehicular and pedestrian traffic within Lot 1 and Lot 2, including the non-exclusive right, easement and servitude of passage for ingress and egress (i) over and across any fire lane easements, and (ii) to any and all streets adjoining any portion of Lot 1 or Lot 2.

2. Non-Exclusive. The reciprocal access easements described in Section 1 are non-exclusive and the right is reserved to the owners of Lot 1 and Lot 2 to use, occupy and reconfigure their lots provided that no such use, occupancy or reconfiguration will unreasonably interfere with the enjoyment of the easements and rights granted herein.

3. Limitation and Reasonable Use. Nothing contained in this Declaration will grant to an Owner the right to utilize the easement benefiting such Owner's Lot for any purpose other than pedestrian and vehicular ingress and egress as described herein. Additionally, the easements granted herein are limited to allow such ingress and egress as is reasonable and necessary for the normal, customary and lawful operation of the business of an Owner being conducted on its Lot. The easements herein above granted shall be used and enjoyed in such a manner as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner at any time conducted on its Lot, including without limitation, public access to and from said business.

4. No Restraint on Development. Except as expressly set forth, no provision of this Agreement will impliedly limit the right of any Owner of any portions of Lot 1 or Lot 2 to develop or redevelop the same in such manner as such Owner deems desirable. Each Owner agrees to cooperate and work in good faith with the other Owner to allow development and redevelopment of the Lots to the greatest extent possible without unreasonably interfering with the easements granted herein.

5. No Public Dedication. The rights and easements granted or reserved hereunder will not constitute a dedication to the public of any portion of Lot 1 or Lot 2, and the record

Owners of the Lots may take such steps as may from time to time be required to prevent a dedication to the public of all or any portion of the area covered by the easements.

6. Binding Effect. All rights, privileges and obligations created by this Declaration will be deemed to be covenants running with Lot 1 and Lot 2 and will inure to the benefit of and be binding upon FelCor and the Owners and their respective successors and assigns. Any subsequent Owners of a Lot will be substituted for and in place of their respective predecessors in interest. From and after the date that an Owner ceases to own an interest in its respective Lot, such Owner shall automatically be released from any subsequently accruing duties, covenants, obligations or liabilities under the terms of this Declaration.

7. Estoppel Letter. Recognizing that an Owner may find it necessary from time-to-time to establish to banks, mortgagees, accountants, prospective transferees or the like, the then-current status of its performance hereunder, each Owner will upon written request of the other, furnish with reasonable promptness a written statement as to the status of any matter to which it has knowledge relating to this Declaration.

8. Indemnity. Each Owner will indemnify the other Owner (and their officers, directors, shareholders, employees, agents and affiliates) and defend and hold them harmless from and against all claims, damages, losses, costs and expenses (including attorneys' fees, court costs and other expenses incident to any proceeding, investigation or any claim) attributable directly or indirectly to the indemnifying Owner's use and enjoyment of the easements described herein.

9. Insurance. Each Owner will, at its own expense, maintain commercial General liability insurance, written for a combined single limit of not less than One Million Dollars (\$1,000,000.00) on an occurrence basis against claims for personal injury or death or property damage occasioned by accident occurring upon, in or about the Lots. At the request of either Owner, the foregoing limits shall be increased from time to time to require insurance coverage with commercially reasonable limits at the time of each such adjustment. The Owners will execute and file of record an amendment to this Declaration to reflect any such adjustment. The insurance coverage required under this Section 9 will extend to any liability of the parties arising out of the above indemnities set forth in Section 8. At the request of any Owner, the other Owner shall provide evidence of such insurance in the form of an ACORD certificate (or other commercially reasonable form). Such certificates shall name as additional insureds (as their interests may appear) the Owner of the other Lot and any mortgagees or other entities reasonably requested by the requesting Owner. Such certificates will also provide for at least 20 days prior written notice to the additional insureds of any cancellation or material change to the insurance policy or coverage.

10. Amendment. This Declaration may only be amended in whole or in part by a written and recorded agreement signed by the then current Owners of Lot 1 and Lot 2.

11. Severability. In the event that any of the provisions (or portions thereof) of this Declaration are held to be unenforceable or invalid by any court of competent jurisdiction, the

validity and enforceability of the remaining provisions (or portions thereof) shall not be affected thereby.

12. Attorney's Fees. In the event an arbitration, lawsuit or other action is brought by any Owner under this Declaration to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees to be fixed by the arbitrator, trial court, and/or appellate court.

13. Notices. All notices and statements provided for or permitted hereunder shall be in writing and shall be deemed to have been properly given or served when delivered personally or deposited in the United States Mail, or any official successor thereto, as registered or certified mail, return receipt requested, postage prepaid and addressed as hereinabove provided. Each such notice shall be effective upon being so delivered in person or when mailed. The time period within which a response to any such notice or billing must be given, however, shall commence to run from the date of delivery, if delivered by hand, or from the date of receipt set forth in the return receipt notice, if mailed, as provided above. Any Owner may change its address for notice by giving the other Owner at least fifteen (15) days prior written notice of any such change of address.

14. No Waiver. The failure to enforce at any time any provision of this Declaration or to insist on timely performance of any obligation contained in this Declaration shall not be construed to be a waiver of such provision or of any other provision or of the right to require timely performance of all obligations contained herein.

15. Governing Law. This Declaration shall be governed by the laws of the State of Nebraska.

FELCOR:

FELCOR OMAHA HOTEL COMPANY, L.L.C.

*pw* successor by merger with Bristol Omaha Hotel Company

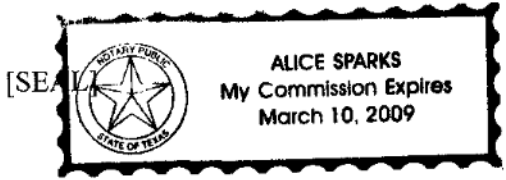
By: \_\_\_\_\_  
Joel M. Eastman, Vice President

THE STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

KNOW ALL MEAN BY THESE PRESENTS:

This instrument was acknowledged before me on the 23rd day of January, 2006, by Joel M. Eastman, Vice President of FelCor Omaha Hotel Company, L.L.C., a Delaware limited liability company, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of January, 2006



Alice Sparks

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My Commission Expires:  
3-10-09

ALICE SPARKS  
Printed Name of Notary

FelCor TRS Guarantor, L.P., as holder of a leasehold interest, joins in the execution of this Declaration to evidence its consent and agreement to the terms and provisions of this Declaration.

FELCOR TRS GUARANTOR, L.P.

BY: FelCor TRS Guarantor GP, L.L.C., general partner

BY: [Signature]  
Joel M. Eastman, Vice President

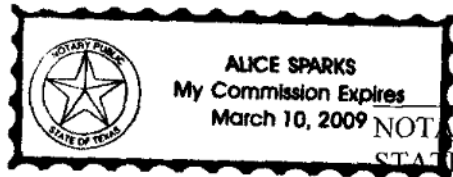
THE STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

KNOW ALL MEAN BY THESE PRESENTS:

This instrument was acknowledged before me on the 23rd day of January, 2006, by Joel M. Eastman, Vice President of FelCor TRS Guarantor GP, L.L.C., a Delaware limited liability company, in its capacity as general partner of FelCor TRS Guarantor, L.P., a Delaware limited partnership on behalf of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of January, 2006

[SEAL]



*Alice Sparks*

NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

My Commission Expires:

3-10-09

ALICE SPARKS

Printed Name of Notary