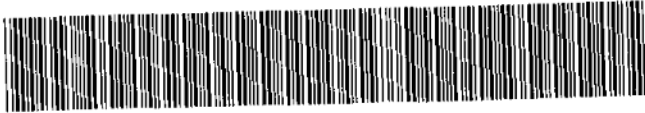




MISC 2004140873



OCT 27 2004 14:52 P 9

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
10/27/2004 14:52:23.76



2004140873

**THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT**

Misc a
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FEE 60⁰⁰ FB See Attached
 BKP _____ C/O _____ COMP MB
 DEL _____ SCAN _____ FV _____

EASEMENT AGREEMENT FOR SIGNAGE

THIS SIGN EASEMENT AGREEMENT is made this 19th day of October, 2004, by and between FELCOR OMAHA HOTEL COMPANY, L.L.C. ("Grantor"), a Delaware limited liability company and OMAHA HOTEL INVESTORS, L.L.C., ("Grantee") an Ohio limited liability company.

WHEREAS, Grantor and Grantee are parties to that certain Contract of Sale of the Omaha, NE Homewood Suites more particularly described in Exhibit "A". (the "Homewood Property"); and

WHEREAS, Grantor is also the owner of the Omaha, NE Hampton Inn (the "Hampton Property") described on Exhibit "B"; and

WHEREAS, directional signage for the Homewood Property is located on the Hampton Property.

NOW THEREFOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to Grantor paid by Grantee, the parties agree as follows:

1. Grantor does hereby grant, sell and convey unto Grantee a perpetual sign easement ("Sign Easement") as located and identified on Exhibit "C" attached hereto, located on the Hampton Property for the benefit of the Homewood Property for signage for the operation of the hotel directional sign. Grantor also grants a perpetual non-exclusive access easement over the Hampton Property solely for Grantee to maintain such sign.
2. Grantee agrees to maintain the sign at its sole cost and expense. Grantee further agrees that as soon as possible after the date hereof, but in any event completed within sixty (60) days hereafter, to have installed on such sign a separate electricity meter and automatic photocell on-off switch for the illumination of the sign. Such work shall be at the Grantees sole cost and expense. Grantee shall also pay all electrical charges for the illumination of the sign.
3. The parties represent and warrant to the other that each is fully authorized and empowered to execute and enter into this Sign Easement.
4. This Sign Easement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, assigns.
5. This Sign Easement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any party hereto may execute this Sign Easement by signing any such counterpart.

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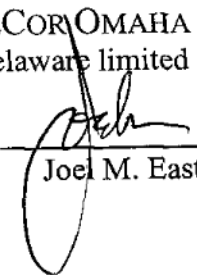
6. The parties hereby agree to indemnify the other parties (and their officers, directors, shareholders and affiliates) and defend and hold them harmless from and against all claims, damages, losses, costs and expenses (including attorneys' fees, court costs and other expenses incident to any proceeding, investigation or any claim) attributable directly or indirectly to indemnifying party's use and enjoyment of the easements described herein.
7. In the event that any of the provisions, or portions thereof, of the Sign Easement is 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.
8. In the event an arbitration, lawsuit or other action is brought by any party under this Sign Easement 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.
9. The parties hereby reserve the right to use and occupy their respective easement areas for any and all purposes not inconsistent with the rights granted hereunder.
10. This Sign Easement may not be amended or modified except in writing and signed by the parties.
11. The failure to enforce at any time any provision of this Sign Easement or to insist on timely performance of any obligation contained in this Sign Easement 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.
12. This Sign Easement shall be governed by the laws of the State of Nebraska.

IN WITNESS HEREOF, Assignor has caused this Sign Easement to be executed effective as of the date first written above.

GRANTOR:

FELCOR OMAHA HOTEL COMPANY, L.L.C.,
a Delaware limited liability company

By: _____


Joel M. Eastman, Vice President

GRANTEE:

OMAHA HOTEL INVESTORS, L.L.C.,
an Ohio limited liability company.

By: 

Peter L. Coratola, Managing Member

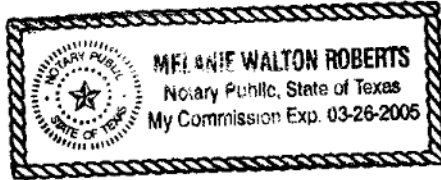
STATE OF TEXAS
COUNTY OF DALLAS

§
§ KNOW ALL MEN BY THESE PRESENTS:
§

This instrument was acknowledged before me on the 18th day of October, 2004, 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 18th day of October, 2004.

[SEAL]



Melanie Walton Roberts
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

3-26-05

Melanie Walton Roberts
Printed Name of Notary

STATE OF _____
COUNTY OF _____

§
§ KNOW ALL MEN BY THESE PRESENTS:
§

This instrument was acknowledged before me on the ___ day of October, 2004, by Pete L. Coratola, Managing Member of Omaha Hotel Investors, L.L.C. an Ohio limited liability company on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of October, 2004.

[SEAL]

NOTARY PUBLIC IN AND FOR
THE STATE OF _____

My Commission Expires:

Printed Name of Notary

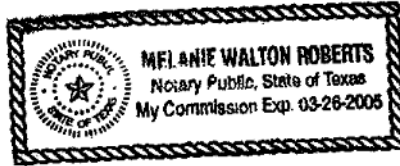
STATE OF TEXAS
COUNTY OF DALLAS

§
§ KNOW ALL MEN BY THESE PRESENTS:
§

This instrument was acknowledged before me on the 18th day of October, 2004, 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 18th day of October, 2004.

[SEAL]



Melanie Walton Roberts
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

3-26-05

Melanie Walton Roberts
Printed Name of Notary

STATE OF Ohio
COUNTY OF Franklin

§
§ KNOW ALL MEN BY THESE PRESENTS:
§

This instrument was acknowledged before me on the 12th day of October, 2004, by Pete L. Coratola, Managing Member of Omaha Hotel Investors, L.L.C. an Ohio limited liability company on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of October, 2004.



DAVID W. DOUGLAS
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

David W. Douglas
NOTARY PUBLIC IN AND FOR
THE STATE OF Ohio

My Commission Expires:

No expiration

David W. Douglas
Printed Name of Notary

EXHIBIT "A"

Homewood Property

LEGAL DESCRIPTION

55-22040

**LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11, LAWN FIELD
REPLAT, AS SURVEYED, PLATTED AND
RECORDED IN DOUGLAS COUNTY, NEBRASKA.**

EXHIBIT "B"

Hampton Property

(Holiday Inn Central & Hampton)

55-22020

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, together with the West ½ of vacated 70th Street abutting said Lots 1 through 5, inclusive, on the East, and except the South 17 feet of Lots 5 and 6, taken for Grover Street, and except the West 35 feet of Lots 6, 7, 8, 9 and 10 taken for 72nd Street, and except a tract of land 150 feet by 125 feet described as follows: The East 125 feet of the West 160 feet of the North 103 feet of Lot 6, and the East 125 feet of the West 160 feet of the South 47 feet of Lot 7, all in Block 13, Lawnfield, an Addition to the City of Omaha, in Douglas County, Nebraska,

AND

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, together with the East ½ of vacated 70th Street abutting said Lots 6 through 10, inclusive, on the West and except the South 10 feet of Lots 5 and 6, taken for Grover Street and except the East 10 feet of Lots 1 through 5, inclusive, all in Block 4, Lawnfield, an Addition to the City of Omaha, in Douglas County, Nebraska.

EXHIBIT "C"

ALTA/ACSM LAND TITLE SURVEY

for
HOLIDAY INN AND HAMPTON INN (SITES 865 & 866)

72ND AND GROVER STREET
OMAHA, NEBRASKA

14' W x 6' D x 15' H
SIGN

HASCALL

