

FILED SARPY CO. NE. COUNTER LM G.E. LM
INSTRUMENT NUMBER VERIFY LM D.E. LM
2006-28340 PROOF OK
FEES \$ 20.50
2006 AUG 16 A 11:28 CHECK # _____
CHG SLT CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____
Glenn J. Dowling
REGISTER OF DEEDS

June 16, 2006

Doc.#

JOINT UTILITY EASEMENT

DES MOINES LODGING INVESTORS III, LLC, a Wisconsin limited liability company, Owner of the real estate described as follows, and hereafter referred to as "Grantor",

Lot Two (2), Southport East Replat Two, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the Omaha Public Power District (the "District"), Qwest Communications, and any other company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns (collectively, the "Utilities"), subject to matters of record, a permanent non-exclusive underground utility easement to erect, operate, maintain, repair, and renew wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electrical current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception, and for no other purpose, on, over through, under and across the following described real estate, to wit:

A strip of land Ten feet (10') in width being Five feet (5') each side of and abutting the utilities as installed. (See Exhibit "A" pages 1 & 2 attached for sketch of easement area and also the legal description of the easement area.)

The Grantor hereby grants to said Utilities, their successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip.

Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District.

No permanent buildings or retaining walls shall be placed in the easement area, but the easement area may be improved with a sidewalk and the easement area may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein. Following any entry by the Utilities, their successors, assigns, affiliates, lessees, licensees and agents upon the easement area described herein or any other portion of Grantor's property if permitted hereunder, the Utilities shall, at their expense, repair and restore the easement area, and all other portions of Grantor's property damaged due to such entry, as nearly as practicable to the condition existing prior to such entry.

#551396/SLT *ML*

A

Each Utility shall indemnify, defend and hold Grantor harmless from and against any loss, damage or claim made in connection with such Utility's use of the easement area described herein, or the construction, operation, maintenance or repair of any improvements therein or in connection therewith. No Utility shall be required to indemnify, defend and hold Grantor harmless from any loss, damage, or claim made in connection with the use of the easement area by another Utility, or the actions or inactions of any other Utility.

Nothing in this instrument shall be deemed to cause a dedication to the public.

The Grantor covenants that it is the fee simple owner of said real estate, has good, right and lawful authority to make such conveyance, and that its heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Utilities forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

By acceptance of this instrument, the Utilities shall be bound by the obligations imposed on them herein.

IN WITNESS WHEREOF, the Owners(s) have executed this instrument this 19th day of June, 2006.

OWNERS SIGNATURE(S)

DES MOINES LODGING INVESTORS III, LLC

By: *David A. Lenz*
David A. Lenz, Managing Member

CORPORATE ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF DANE

On this 19th day of June, 2006, before me the undersigned, a Notary Public in and for said County, personally came

David A. Lenz, Managing Member of Des Moines Lodging Investors III, LLC, personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

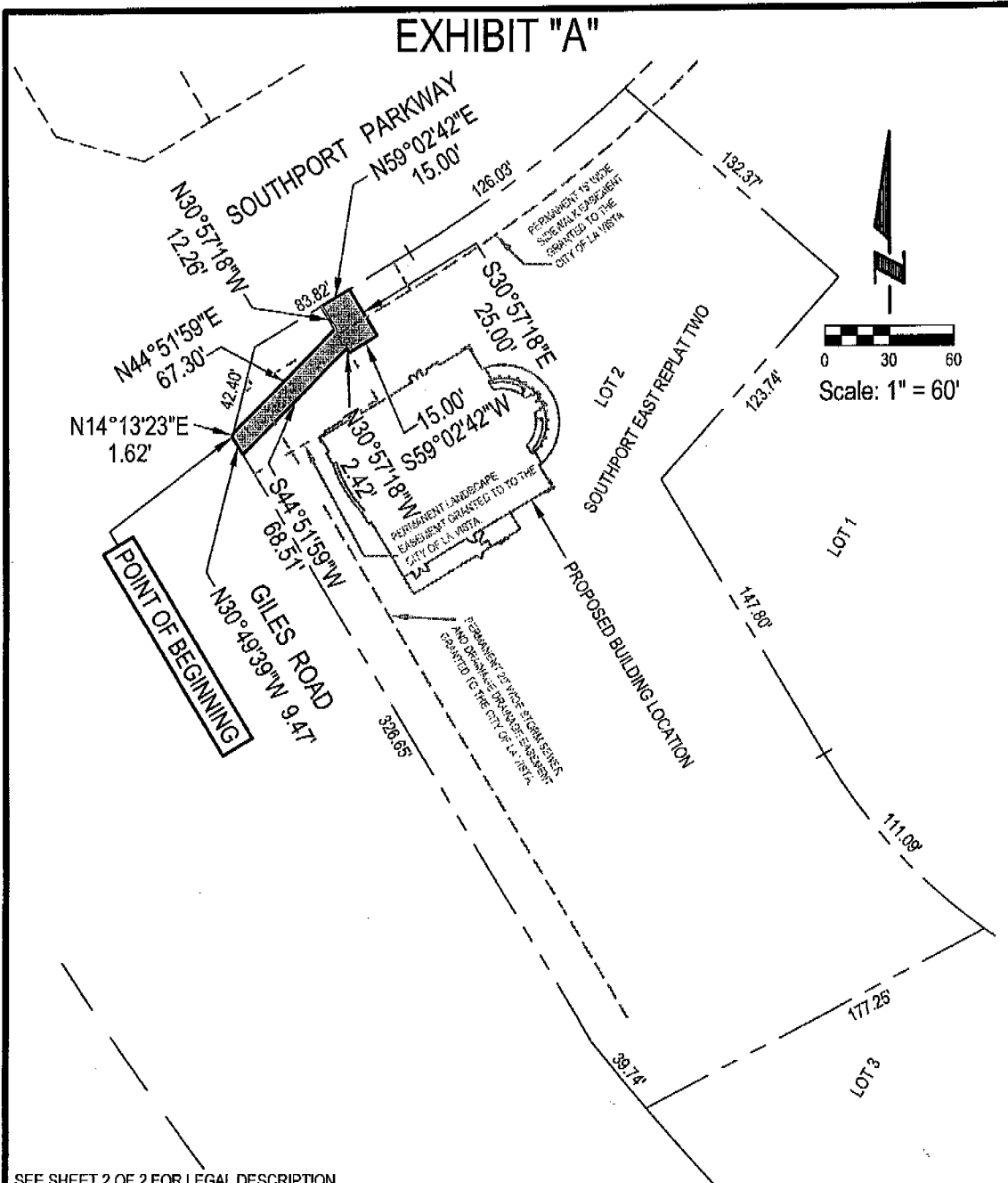
Witness my hand and Notarial Seal the date above written.

Barbara S. Fletcher
NOTARY PUBLIC
My commission expires 3/01/09

SE 1/4, Section 18, T 14 N, R 12 E, County Douglas ROW RJD Date June 16, 2006

Customer Rep. Wilkins Engineer Broschat Srvc Req. # W.O.# 002312001

B



SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION

e+a **E&A CONSULTING GROUP, INC.**
 ENGINEERING • PLANNING • FIELD SERVICES
 330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 893-4700

Drawn by: JAF Chkd by: WDC 6-9-06 Chkd by: _____

Job No.: 2000030.17 Date: 3/23/06 Revised: 6/07/06 SHEET 1 OF 2

UTILITY EASEMENT
 PART OF LOT 2,
 SOUTHPORT EAST REPLAT TWO
 SARPY COUNTY, NEBRASKA

2006-28340 C

EXHIBIT "A"

LEGAL DESCRIPTION

A Utility Easement located in Lot 2, Southport East Replat Two, a subdivision located in the SE1/4 of Section 18, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Northwestern corner of said Lot 2, Southport East Replat Two, said point also being the point of intersection of the Easterly right-of-way line of Giles Road, and the Southerly right-of-way line of Southport Parkway; thence N14°13'23"E (assumed bearing) along the Northerly line of said Lot 2, Southport East Replat Two, said line also being said Southerly right-of-way line of Southport Parkway, a distance of 1.62 feet; thence N44°51'59"E, a distance of 67.30 feet; thence N30°57'18"W, a distance of 12.26 feet to a point on said Northerly line of Lot 2, Southport East Replat Two, said line also being the Southerly right-of-way line of Southport Parkway; thence N59°02'42"E along said Northerly line of Lot 2, Southport East Replat Two, said line also being said Southerly right-of-way line of Southport Parkway, a distance of 15.00 feet; thence S30°57'18"E, a distance of 25.00 feet; thence S59°02'42"W, a distance of 15.00 feet; thence N30°57'18"W, a distance of 2.42 feet; thence S44°51'59"W, a distance of 68.51 feet to a point on the Westerly line of said Lot 2, Southport East Replat Two, said line also being said Easterly right-of-way line of Giles Road; thence N30°49'39"W along said Westerly line of Lot 2, Southport East Replat Two, said line also being said Easterly right-of-way line of Giles Road, a distance of 9.47 feet to the point of beginning.

Said Utility Easement contains an area of 1,059 square feet or 0.024 acres, more or less.

SEE SHEET 1 OF 2 FOR DRAWING



E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES
330 NORTH 117TH STREET OMAHA, NE 68164 PHONE: (402) 895-4700

Drawn by: JAF Chkd by: *AWC 6-9-06* Chkd by: _____

Job No.: 2000030.17 Date: 3/23/06 Revised: 6/07/06 SHEET 2 OF 2

UTILITY EASEMENT
PART OF LOT 2,
SOUTHPORT EAST REPLAT TWO
SARPY COUNTY, NEBRASKA