

FILED SARY CO. NE.
INSTRUMENT NUMBER
2007-12653

2007 MAY -2 A 10:06 R

Glenn J. Dowling
REGISTER OF DEEDS

COUNTER P C.E. P
VERIFY Pa D.E. Pa
PROOF IM
FEES \$ 15.50
CHECK # 027685
CHG. _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NGR _____

PERMANENT EASEMENT

THIS AGREEMENT, made this 24th day of April, 2007 between LAVISTA LODGING INVESTORS, LLC, a Wisconsin limited liability company, ("Grantor"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation and Political Subdivision, ("Grantee"),

WITNESS:

Grantor, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby grants to Metropolitan Utilities District of Omaha, its successors and assigns, subject to matters of record, a permanent non-exclusive underground easement to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of water and all appurtenances thereto, and to install or extend above-ground thereon appurtenances related thereto, all including, but not limited to, 24-inch round iron covers, roadway boxes, cc boxes, hydrants, and pipeline markers, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

A tract of land in Southport East Replat Two, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, described as follows:

The northeasterly 33 feet and southeasterly 25 feet of Lot 1 as it abuts the northeast and southeast property lines of Lot 1.

This permanent easement contains 0.54 of an acre, more or less, and is shown on the attached drawing hereto and made a part hereof by reference.

1. The Grantor and its successors and assigns shall not at any time erect, construct or place on or below the surface of the permanent easement area any permanent building or structure, except pavement (including, without limitation, a roadway or sidewalk) or a similar covering, and shall not permit anyone else to do so. Landscaping and other uses that do not then or later interfere with Grantee's rights or uses granted herein are permitted.

2. Following any entry by Grantee upon the easement area described herein, Grantee shall, at its expense, repair and restore the easement area, and all other portions of Grantor's property damaged due to such entry, as nearly as is reasonably possible to its condition existing prior to such entry, within a reasonable time after the work is performed.

3. The Grantor is the fee simple owner of this real estate; has good, right and lawful authority to make such conveyance; and Grantor and its successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

Please file & return to:

Patrick L. Tripp, Attorney
Metropolitan Utilities District
1723 Harney Street
Omaha, Nebraska 68102-1960

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4. The person executing this instrument has authority to execute it on behalf of the Grantor.

5. Grantee shall indemnify, defend and hold Grantor harmless from and against any loss, damage, or claim made in connection with Grantee's use of the easement area described herein, or the construction, operation, maintenance or repair of any improvements therein or in connection therewith, which result from the fault or negligence of Grantee, its agents or employees, in the use of the easement area or in such construction, operation, maintenance or repair.

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

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

IN WITNESS WHEREOF, Grantor executes this Permanent Easement to be signed on the above date.

LAVISTA LODGING INVESTORS, LLC,
A Wisconsin limited liability company,
Grantor,

By: OMAHA SW LODGING INVESTORS, L.L.C.,
sole member,
By: JSL Investments, LLC, Managing member

[Handwritten Signature]
Authorized Representative

Jeff Lenz
Printed Name

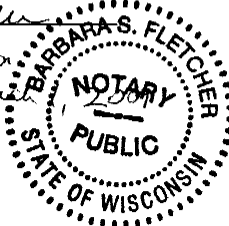
Managing Member
Title

ACKNOWLEDGMENT

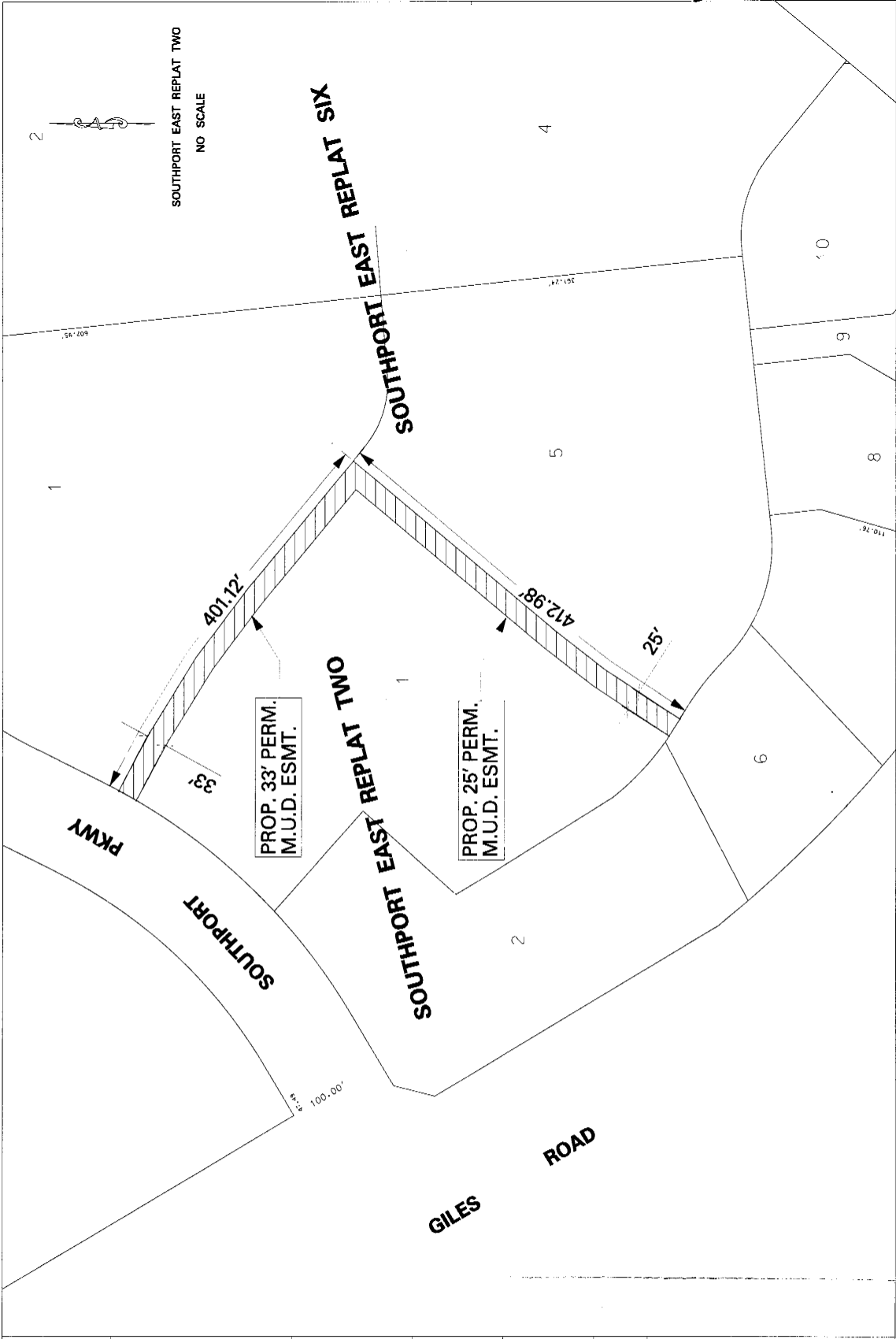
STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

This instrument was acknowledged before me on April 24, 2007,
by Jeff Lenz, sole member of JSL Investments, LLC,
a managing member of Omaha
SW Lodging Investors, L.L.C., the sole member of Lavista Lodging Investors, LLC, a
Wisconsin limited liability company, on behalf of the company.

Barbara S. Fletcher
Notary Public
my commission expires March 2007



2007-12653 B



METROPOLITAN UTILITIES DISTRICT
 OMAHA, NEBRASKA

EASEMENT ACQUISITION

FOR **WC 10336**

LAND OWNER
 LaVista Lodging c/o North Central
 Group Hotel Investors, LLC
 1600 Aspen Commons Suite 200
 Middleton, Wisconsin 53562-0994

TOTAL ACRE 0.54 ±
TOTAL ACRE NA ±
TEMPORARY

LEGEND

PERMANENT EASEMENT [Hatched Box]

TEMPORARY EASEMENT [Dotted Box]

PAGE 1 OF 1

DRAWN BY MKM
DATE 1/9/2007

CHECKED BY MKM
DATE 1/9/2007

APPROVED BY MKM
DATE 1/9/2007

REVISED BY
DATE

REV. CHK'D. BY
DATE

REV. APPROV. BY
DATE