



DEED 2013045751



MAY 07 2013 16:48 P 5

Nebr Doc
Stamp Tax

05-07-2013
Date

\$23175.00

By PN

Fee amount: 34.00
FB: 49-11211
COMP: PN

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
05/07/2013 16:48:42.00



2013045751

(ABOVE SPACE FOR RECORDER'S USE ONLY)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Amy E. Brimah, Esq.
Brownstein Hyatt Farber Schreck LLP
410 Seventeenth Street, Suite 2200
Denver, Colorado 80202

SPECIAL WARRANTY DEED

That OMAHA HOSPITALITY, LLC, a Delaware limited liability company (herein referred to as "Grantor"), whose address is 5847 San Felipe, Suite 4650, Houston, Texas 77057, for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, the receipt and sufficiency of which consideration is hereby acknowledged, GRANTS, SELLS AND CONVEYS unto GP HOTEL OMAHA LLC, a Nebraska limited liability company (herein referred to as "Grantee"), whose address is c/o John Andrews, 10836 N. 65th St., Scottsdale, Arizona 85254, all that certain real property commonly known as the hotel located at 7270 Cedar Street, Omaha, Douglas County, Nebraska, and more particularly described on Exhibit A attached hereto and made a part hereof, together with all improvements and fixtures thereon and all of Grantor's right, title and interest in and to the rights, benefits, privileges, tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining thereto, and in and to adjacent strips, gores, streets, roads, alleys and rights-of-way (collectively, the "Property").

This conveyance is made subject to the following matters, to the extent same are in effect at this time: (i) all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, (ii) standby fees, taxes and assessments by any taxing authority, whether or not levied or assessed, including any installment payments, that become due or delinquent in the calendar year 2013 and subsequent calendar years, all of which Grantee hereby assumes and agrees to pay, and (iii) the matters set forth on Exhibit B attached hereto and made a part hereof for all purposes all of those items described in (i) through (iii) above are hereinafter collectively referred to as the "Permitted Exceptions".

TO HAVE AND TO HOLD the Property (subject only to the Permitted Exceptions and the reservations expressly contained herein) unto Grantee and Grantee's successors and

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assigns forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT and FOREVER DEFEND, all and singular, the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK.]

EXECUTED to be effective as of the 1 day of May, 2013.

GRANTOR:

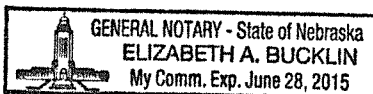
OMAHA HOSPITALITY, LLC,
a Delaware limited liability company

By: [Signature]
Name: Larry Bowman
Title: Authorized Representative

STATE OF Nebraska §
COUNTY OF Douglas §

I certify that I know or have satisfactory evidence that Larry Bowman is the person who appeared before me, and said person acknowledge that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Authorized Representative of OMAHA HOSPITALITY, LLC, a Delaware limited liability company, to be the free and voluntary act of such entities for the uses and purposes mentioned in the instrument.

DATED: May 1, 2013



[Signature]
Notary Public's Signature
Elizabeth A Bucklin
Notary Public (Printed Name)

My commission expires: 6-28-15

EXHIBIT A

DESCRIPTION OF PROPERTY

PARCEL I

Lot 1, Embassy Suites Subdivision, an addition to the City of Omaha, Douglas County, Nebraska recorded in Misc. Book 1195 at Page 46 of the Douglas County Records.

PARCEL II

Easement for the benefit of Parcel I as created by "Signage Easement Agreement" filed August 14, 1997 in Misc. Book 1219 at Page 371 and Amended and Restated Signage Easement Agreement filed November 26, 2001 in Book 1409 at Page 667 of the Douglas County Records.

EXHIBIT B

PERMITTED EXCEPTIONS

- 1) Permanent Easement for Mercy Heights Sanitary Sewer, over a portion of the premises in question, as set forth in instrument filed October 10, 1962, in Book 388 at Page 54.
- 2) Declaration of Protective Covenants, filed July 23, 1964, in Book 415 Page 75.
- 3) Easement granted to Northwestern Bell Telephone Company and Omaha Public Power District, over a portion of the premises in question, as set forth in instrument filed in Book 518 at Page 271.
- 4) Permanent Sewer Easement granted to the City of Omaha, over a portion of the premises in question, as set forth in instrument filed December 1, 1975, in Book 558 at Page 361.
- 5) Terms and provisions of an unrecorded Lease by and between Felcor Suites Limited/Doubletree Guest Suites, lessor and Jenson Coin Washer Co./JETZ Service Co., Inc., lessee, notice of which is given by Notice to Owner, filed August 22, 2002, in Book 1457 at Page 23.
- 6) Access to Shirley Street prevented by the existing slope of the ground as shown on the Survey of Thompson, Dreessen & Dorner, Inc., by James D. Warner, Nebraska RLS 308, revised October 3, 2005.
- 7) Terms and conditions contained in Signage Easement Agreement between EPT Omaha Limited Partnership and FelCor Suites Limited Partnership, dated June 25, 1997 recorded August 14, 1997, in Book 1219 Page 371 of the Miscellaneous Records of Douglas County, Nebraska, as amended and restated by Amended and Restated Signage Easement Agreement, dated September 6, 2001 recorded November 26, 2001, in Book 1409 Page 667 of the Miscellaneous Records of Douglas County, Nebraska.
- 8) Survey made by James D. Warner, as Job No. 1493-137-2(AL), dated February 11, 2013, shows the following exceptions to title:
 - A. Telephone line crosses southeasterly corner of premises.
 - B. Air conditioning unit encroaches on easement set forth in item 4 above.
 - C. Access to Shirley Street is not guaranteed.
 - D. Curbs encroach on Cedar Street.