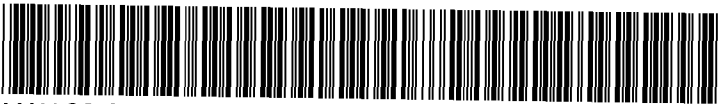


DEED 2016038998



MAY 23 2016 16:27 P 8

Nebr Doc Stamp Tax
05-23-2016 Date
\$40275.00
By SB

Fee amount: 52.00
FB: 07-13257
COMP: SB

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
05/23/2016 16:27:55.00



2016038998

SPECIAL WARRANTY DEED *# 20163658 Chicago title (WP)*
AND
MEMORANDUM OF ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS SPECIAL WARRANTY DEED AND MEMORANDUM OF ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Deed") is made as of this 19th day of May, 2016, by RIVERFRONT NPS, INC., a Nebraska corporation ("Riverfront"), and PARK SERVICE DEVELOPERS, L.L.C., a Nebraska limited liability company ("Park Service Developers", and together with Riverfront, collectively, "Grantors"), and EGP 601 OMAHA LLC, a Delaware limited liability company ("Grantee"), having an address at c/o Easterly Government Properties, 2101 L Street, NW, Suite 650, Washington, DC 20037.

In consideration of Ten Dollars (\$10.00) received from Grantee, (i) Riverfront conveys to Grantee, the real estate legally described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Land") and (ii) Park Service Developers conveys to Grantee the buildings and improvements located upon the Land, including, without limitation, the building known by street address as 601 Riverfront Drive, Omaha, Nebraska, consisting of a multiple story office building having a footprint of approximately 22,748 square feet (the "Improvements") and (iii) Grantors hereby convey unto Grantee all rights, easements, privileges, and advantages benefiting, belonging, or pertaining to the Land and Improvements (collectively, the "Property").

Each Grantor covenants with Grantee that such Grantor (i) is lawfully seized of such respective real estate and that it is free from encumbrances, subject, however, to the Permitted Exceptions listed on the attached Exhibit "B" and incorporated herein by reference; (ii) has legal power and lawful authority to convey the same; and (iii) warrants and will defend title to the real estate by such Grantor against the lawful claims of all persons claiming the same or any part thereof through, by or under such Grantor, but not otherwise.

Riverfront is the current landlord and Park Service Developers is the current tenant under that certain Ground Lease dated as of July 14, 2003 (the "Ground Lease"), which Ground Lease is evidenced by that certain Memorandum of Lease dated July 31, 2003 as Instrument No. 2003144725 in the land records of Douglas County, Nebraska.

As part and parcel of the conveyance of the Property by the Grantors unto the Grantee evidenced by this Deed, and without additional consideration, (i) pursuant to the terms and conditions of that certain Assignment and Assumption of Interests in Ground Lease (Fee) of even date herewith, Riverfront, as landlord, has assigned all of its rights, title and interests in and to the Ground Lease to Grantee, and (ii) pursuant to the terms and conditions of that certain Assignment and Assumption of Interests in Ground Lease (Improvements) of even date herewith Park Service Developers, as tenant, has assigned all of its rights, title and interests in and to the Ground Lease to Grantee.

The parties desire, in lieu of recording the aforescribed Assignment and Assumption of Interests in Ground Lease (Fee) and Assignment and Assumption of Interests in Ground Lease (Improvements), that this Deed also serve as a Memorandum of Assignment of Interests in Ground Lease to notice and evidence among the land records of Douglas County, Nebraska, the transfer of the leasehold interests under the Ground Lease as described above.

The Grantors and the Grantee each hereby confirm and agree that there shall be no merger of the Ground Lease, nor of the leasehold estate or other estate created thereby, with the fee estate in the Property covered by the Ground Lease by reason of the fact that the Ground Lease, or the leasehold estate or other estate created thereby, may be held directly or indirectly by or for the account of any person or entity who or which also holds the fee estate in the Property.

SIGNATURE PAGES FOLLOW

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 18 day of May, 2016, before me, a notary public in and for said county and state, personally came Jay B. Noddle, President of PARK SERVICE DEVELOPERS, L.L.C., a Nebraska limited liability company, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

[SEAL]



Jennifer Rasmussen
Notary Public

GRANTEE:

EGP 601 OMAHA LLC,
a Delaware limited liability company

By:

Name: William C. Trimble, III
Title: Chief Executive Officer

DISTRICT OF COLUMBIA)
) ss.
_____)

On this ____ day of _____, 2016, before me, a notary public in and for said county and state, personally came William C. Trimble, III, Chief Executive Officer of EGP 601 OMAHA LLC, a Delaware limited liability company, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

WITNESS my hand and notarial seal on the day and year last above written.

[SEAL]

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this ____ day of _____, 2016, before me, a notary public in and for said county and state, personally came Jay B. Noddle, President of PARK SERVICE DEVELOPERS, L.L.C., a Nebraska limited liability company, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited liability company.


WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

[SEAL]

Notary Public

GRANTEE:

EGP 601 OMAHA LLC,
a Delaware limited liability company

By: 

Name: William C. Trimble, III
Title: Chief Executive Officer

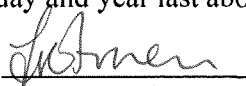
DISTRICT OF COLUMBIA)
) ss.

)

On this 16 day of MAY, 2016, before me, a notary public in and for said county and state, personally came William C. Trimble, III, Chief Executive Officer of EGP 601 OMAHA LLC, a Delaware limited liability company, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

WITNESS my hand and notarial seal on the day and year last above written.

[SEAL]



Notary Public

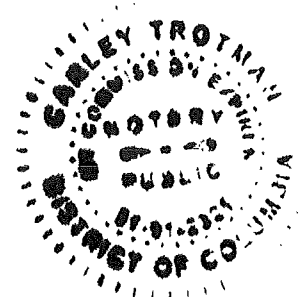


EXHIBIT A

Legal Description

TRACT 1:

Lot 20, GALLUP UNIVERSITY RIVERFRONT CAMPUS, a subdivision to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

TRACT 2:

Easements revealed upon Plat and Dedication filed June 24, 2003 as Instrument No. 2003122302 of the Records of Douglas County, Nebraska, being described as follows: A Utility and Access Easement over a portion of Lot 22, for the benefit of Lot 20; Sign Easements over a portion of Lots 21 and 22, for the benefit of Lot 20; and an Access Easement over a portion of Lots 21 and 22, for the benefit of Lot 20.

EXHIBIT B to DEED

Permitted Exceptions

1. Taxes for second half 2015 and subsequent years, a lien, note yet due and payable.
2. 60' Storm Sewer Easement, 90' Sewer Easement, 90' Levee Easement, Easement for MSE Wall Reinforcing Grid, shown on the plat recorded as Instrument No. 2003122302, modified by Release of Easements recorded as Instrument No. 2004102150, shown on survey made by Jon L. Carrell LS-693, of Lamp Rynearson & Associates, dated April 22, 2016, as Job No. 161022.
3. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document recorded in Book 1395, Page 741.
4. Terms, conditions, covenants and restrictions established by that certain unrecorded Redevelopment Agreement dated April 19, 2001 attached to Ordinance No. 35543, approved April 10, 2001, as amended by that certain unrecorded First Amendment to Redevelopment Agreement dated March 28, 2002, attached to Ordinance No. 35894, approved March 26, 2002, as further amended by Second Amendment to Redevelopment Agreement recorded as Instrument No. 2003144737, and as further amended by First Amendment to Redevelopment Covenants recorded as Instrument No. 2005019185, but only to the extent such terms, conditions, covenants, and restrictions affect the Land, and omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
5. Terms and conditions, including the power to levy assessments, of Commercial Private Line Agreement by and between the Metropolitan Utilities District of Nebraska, and Park Service Developers, LLC, recorded as Instrument No. 2004009062.
6. Terms, conditions, easements, covenants and restrictions established by Notice of Environmental Remediation Activity and Covenant Restricting Use recorded as Instrument No. 2004078291, as the same may be affected by Affidavits recorded as Instrument Nos. 2004078292 and 2004078296, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, gender, gender identity, gender expression, medical

condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

7. Permanent Trail Easement granted to the City of Omaha, recorded as Instrument No. 2004097858, shown on survey made by Jon L. Carrell LS-693, of Lamp Rynearson & Associates, dated April 22, 2016, as Job No. 161022.
8. Rights of General Services Administration, as tenant only, under an unrecorded lease, which lease contains no option or right of first refusal to purchase the premises.
9. The following matter shown on the survey made by Jon L. Carrell LS-693, of Lamp Rynearson & Associates, dated April 22, 2016, as Job No. 161022:
 - a. Parking lot for Lot 22 crosses North Easterly Property line.
10. Terms and Conditions of a Ground Lease dated July 14, 2003 by and between EGP 601 Omaha LLC (Landlord), successor-in-interest to Riverfront NPS, Inc.,(Landlord) and EGP 601 Omaha LLC (Tenant), successor-in-interest to Park Service Developers, L.L.C.