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NEBRASKA DOCUMENTARY
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Jan 26, 2017
\$1012.50 By JS

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2017-02227
2017 Jan 26 01:59:23 PM
Sheryl J. Dowling
REGISTER OF DEEDS


This instrument was prepared by:

Christopher P. Tessitore, Esquire
National Retail Properties, LP
450 S. Orange Avenue, Suite 900
Orlando, FL 32801

This instrument should be returned to:

Nick Henderson
TitleCore National, LLC
9140 W. Dodge Road, Suite 380
Omaha, NE 68114

Tax Parcel I.D. No.: 010407251

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and executed as of the 26 day of January, 2017, by **NATIONAL RETAIL PROPERTIES, LP**, a Delaware limited partnership, having a mailing address at 450 S. Orange Avenue, Suite 900, Orlando, Florida 32801 (hereinafter referred to as the "**Grantor**") to **QUIKTRIP CORPORATION**, an Oklahoma corporation, whose address is 4705 S. 129th E. Avenue, Tulsa, Oklahoma 74134 (hereinafter referred to as the "**Grantee**");

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged by these presents does grant, bargain, sell, remise, release, convey, and confirm unto the Grantee that certain piece, parcel or tract of land situated in Sarpy County, Nebraska, more particularly described as follows, to wit:

SEE ATTACHED EXHIBIT "A"

(hereinafter referred to as the "**Subject Property**");

TOGETHER WITH all the tenements, hereditaments, easements and appurtenances, including riparian rights, if any, thereto belonging or in anywise appertaining;


TO HAVE AND TO HOLD the Subject Property in fee simple forever.

AND the Grantor does hereby covenant with and warrant to the Grantee that the Grantor is lawfully seized of the Subject Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Subject Property; and that the Grantor fully warrants the title to the Subject Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

THE conveyance made herein, however, is expressly made SUBJECT TO all easements, restrictions, encumbrances and any and all other matters of record, if any, the reference to which shall not operate to reimpose the same.


GRANTEE ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS IN TITLE TO THE PROPERTY, HEREBY VOLUNTARILY AND KNOWINGLY WAIVES, RELEASES AND FOREVER DISCHARGES GRANTOR AND ITS SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL RIGHTS, CLAIMS, DEMANDS, CAUSES OF ACTION, PENALTIES, FINES, LIABILITIES, SETTLEMENTS, DAMAGES, COSTS OR EXPENSES OF WHATEVER KIND OR NATURE, EXISTING AND FUTURE, CONTINGENT OR OTHERWISE (INCLUDING ANY ACTION OR PROCEEDING, BROUGHT OR THREATENED, OR ORDERED BY ANY GOVERNMENTAL ENTITY) AT LAW OR IN EQUITY, WHETHER ARISING FROM CONTRACT, TORT, COMMON LAW, OR BY STATUTE, WHETHER MADE, SUFFERED OR INCURRED BY GRANTEE OR ANY OF ITS AGENTS, AFFILIATES, SUCCESSORS AND ASSIGNS AND WHETHER KNOWN OR UNKNOWN AT THE TIME OF THIS INSTRUMENT, WHICH GRANTEE HAS OR MAY HAVE IN THE FUTURE, ARISING OUT OF THE PROPERTY, THE PHYSICAL CONDITION OF THE PROPERTY, OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (I) ANY CLAIM FOR INDEMNIFICATION, CONTRIBUTION OR OTHERWISE ARISING UNDER ANY HAZARDOUS MATERIALS LAWS OR RELATING TO THE PRESENCE, MISUSE, USE, DISPOSAL, RELEASE OR THREATENED RELEASE OF ANY HAZARDOUS MATERIALS, CHEMICALS OR WASTES AT THE PROPERTY, (II) THE PRESENCE OR ABSENCE OF MOLD, SPORES, FUNGI, POLLEN OR OTHER BOTANICAL ALLERGENS AT THE PROPERTY, OR (III) ANY OTHER CAUSE OF ACTION BASED ON ANY OTHER STATE, LOCAL, OR FEDERAL HAZARDOUS MATERIALS LAW, RULE OR REGULATION. GRANTEE ACKNOWLEDGES AND AGREES THAT THE FOREGOING WAIVER, RELEASE AND DISCHARGE INCLUDES ALL CLAIMS AND MATTERS WHICH ARE UNKNOWN TO GRANTEE AS OF THE DATE OF THIS DEED. GRANTEE FURTHER

ASSUMES THE RISK OF CHANGES IN ENVIRONMENTAL OR HAZARDOUS MATERIALS LAWS AS THEY MAY RELATE TO PAST, PRESENT, OR FUTURE ENVIRONMENTAL CONDITIONS AT OR ABOUT THE PROPERTY, AS WELL AS THE RISK THAT ADVERSE PHYSICAL CHARACTERISTICS AND CONDITIONS, INCLUDING THE PRESENCE OF HAZARDOUS MATERIALS, MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATIONS. **NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, GRANTEE SHALL HAVE NO OBLIGATION TO DEFEND, PROTECT OR INDEMNIFY GRANTOR FOR ANY CLAIM, DEMAND, CAUSE OF ACTION, PENALTY, FINE, LIABILITY, COST OR EXPENSE THAT IS ASSERTED BY A THIRD PARTY AGAINST GRANTOR ARISING OUT OF THE PHYSICAL CONDITION OF THE PROPERTY EXISTING PRIOR TO THE DATE OF CLOSING; PROVIDED, HOWEVER, NOTHING IN THIS SECTION SHALL IN ANY WAY LIMIT OR REDUCE GRANTEE'S DEFENSE AND INDEMNITY OBLIGATIONS TO GRANTOR UNDER SECTION 10 OF THE CONTRACT FOR PURCHASE OF REAL PROPERTY DATED AUGUST 29, 2016 BETWEEN GRANTOR AND GRANTEE.** THE TERMS AND CONDITIONS SET FORTH IN THIS PARAGRAPH ARE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF GRANTOR AND GRANTEE, THEIR SUBSIDIARIES, AFFILIATES, HEIRS, SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written. 

Signed, sealed and delivered
in the presence of:

**NATIONAL RETAIL PROPERTIES,
LP**, a Delaware limited partnership

By: NNN GP Corp., a Delaware 
corporation, as general partner


Name: Debra Dabrowski

By: _____
Name: Paul E. Bayer
Title: Executive Vice President

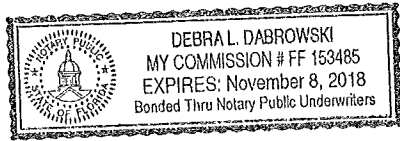

Name: Ivette Cordero

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25th day of January, 2017 by Paul E. Bayer, as Executive Vice President of NNN GP Corp., a Delaware corporation, as general partner of NATIONAL RETAIL PROPERTIES, LP, a Delaware limited partnership, on behalf of the partnership. He is personally known to me.


Notary Public - State of Florida



Printed Name: Debra Dabrowski
Commission Number: _____
Commission Expires: _____

(NOTARY SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION

PART OF LOT 18-B, IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 13, EAST OF THE 6th P.M., IN SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT 299.3 FEET WEST OF AND 203 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 13 EAST; THENCE WEST PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, A DISTANCE OF 259.52 FEET TO THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY #73 AND #75; THENCE SOUTHEASTERLY WITH AN INTERIOR ANGLE OF 65 DEGREES 57 MINUTES, A DISTANCE OF 70.12 FEET ALONG SAID EAST RIGHT OF WAY; THENCE CONTINUING SOUTHEASTERLY ALONG SAID EAST RIGHT OF WAY LINE WITH AN INTERIOR ANGLE OF 174 DEGREES 17 MINUTES, A DISTANCE OF 76.0 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, WITH AN INTERIOR ANGLE OF 119 DEGREES 46 MINUTES, A DISTANCE OF 192.45 FEET; THENCE NORTHERLY WITH AN INTERIOR ANGLE OF 90 DEGREES 20 MINUTES, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING.

EASEMENT AGREEMENT FOR TERMINATION OF PRIOR EASEMENT AND FOR GRANT OF NEW MUTUAL PERMANENT EASEMENTS FOR INGRESS AND EGRESS AND FOR MAINTENANCE, FILED MAY 4, 1999 IN INSTRUMENT NO. 99-13368.

EASEMENT LICENSE AGREEMENT MADE BY AND BETWEEN QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION, AND GPI PROPERTIES 1997 LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY, DATED APRIL 19, 1999, FILED MAY 4, 1999, IN INSTRUMENT NO. 99-13366.

1307 N Fort Crook Road, Bellevue, NE 68005

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