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FILED SARPY CO. NE.
INSTRUMENT NUMBER

2015-12038

2015 May 27 04:03:53 PM

Sheryl J. Davidson

REGISTER OF DEEDS



Prepared by and

When Recorded, Please Mail To:

IREIT Papillion Market Pointe, L.L.C.

Attn: General Counsel

Prepared by: Charles Benvenuto

2901 Butterfield Road

Oak Brook, IL 60523-1159

NCS-722636 (3 of 4)

Tax ID Nos. 011583018; 011583019; 011589659;

011589660; 011589661; 011590629; 011590630

**ASSIGNMENT AND ASSUMPTION OF RIGHTS
UNDER EASEMENTS WITH COVENANTS AND RESTRICTIONS
AFFECTING LAND**

This Assignment and Assumption of Rights under Easement with Covenants and Restrictions Affecting Land (this "Assignment") is made and entered into this 27th day of May, 2015, by and between Spirit MT Papillion NE, LLC, a Delaware limited liability company, successor by name change to Cole MT Papillion NE, LLC (hereinafter referred to as "Assignor") and IREIT Papillion Market Pointe, L.L.C., a Delaware limited liability company (hereinafter referred to as "Assignee") whose mailing address is 2901 Butterfield Road Oak Brook, IL 60523, Attn: General Counsel.

WITNESSETH:

WHEREAS, concurrently with the execution and delivery of this Assignment, Assignor is conveying to Assignee, by Special Warranty Deed, Assignor's right, title and interest in that certain real property legally described on Exhibit A, attached hereto and made a part hereof (referred to as the "Property");

WHEREAS, the Property is subject to that certain Easement with Covenants and Restrictions Affecting Land by and between Assignor, as successor-in-interest to Market Pointe, LLC, a Missouri limited liability company ("Market Pointe") with respect to Market Pointe's right, title and interest in the Developer Property, Market Pointe, Wal-Mart Real Estate Business Trust, a Delaware Statutory Trust, Lowe's Home Centers, Inc., a North Carolina corporation, Kohl's Illinois, Inc., a Nevada corporation and Homefield Advantage I, LLC, a Missouri limited liability company, dated January 23, 2006, and recorded on January 24, 2006, in the Register of Deeds, Sarpy County, Nebraska (the "Official Records") as Instrument No. 2006-02430, as amended by a First Amendment to Easements with Covenants and Restrictions Affecting Land dated September 1, 2006, and recorded in the Official Records on September 5, 2006, as Instrument No. 2006-30539, as amended by a Second Amendment to Easements with Covenants and Restrictions Affecting Land dated December 22, 2008, and recorded in the Official Records on February 9, 2009, as Instrument No. 2009-03341 and as amended by a Third Amendment to Easements with Covenants and Restrictions Affecting Land Correcting Legal Description of Second Amendment dated April 11, 2014, and recorded in the Official Records on April 22, 2014, as Instrument No. 2014-07968 (hereinafter collectively referred to as the "ECR"); and

NOW, THEREFORE, in consideration of the receipt of Ten Dollars (\$10.00), the assumptions by Assignee hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor does hereby assign and deliver to Assignee, its successors and assigns all of Assignor's rights, title and interest under the ECR, as "Developer" and "Property Owner" of the "Developer Property".

2. Assumption. Assignee hereby assumes all liabilities and agrees to perform all of the covenants and obligations as Developer and Property Owner of the Developer Property pursuant to the terms of the ECR which arise on or after the date of this Assignment, including but not limited to: maintenance and operation of the Joint Maintenance Common Areas in accordance with the terms of the ECR and the law of Nebraska.

3. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

4. Applicable Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of Nebraska.

5. Defined Terms. All capitalized terms used herein shall have the meaning as set forth in the ECR, unless otherwise defined in the Assignment.

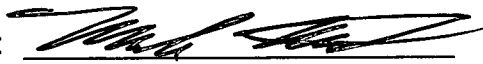
6. Execution. This Assignment may be executed in one or more counterparts, and it shall not be necessary that any one of the counterparts be executed by all the parties hereto. Each fully or partially executed counterpart shall be deemed an original, but all of such counterparts taken together shall constitute one and of the same instrument.

(Signatures on the following pages)

Signature of Assignor: Assignment of ECR rights

SPIRIT MT PAPIILLION NE, LLC,
a Delaware limited liability company

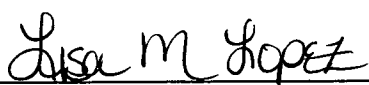
By: Spirit SPE Manager, LLC,
a Delaware limited liability company,
its manager

By: 
Name: Mark Manheimer
Title: Executive Vice President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

Now on this 21 day of May, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Mark Manheimer, the Executive V.P. of Spirit SPE Manager, LLC, a Delaware limited liability company, manager of Spirit MT Papillion NE, LLC, a Delaware limited liability company, who is personally known to me to be the same person who executed the within instrument on behalf of the company, and who duly acknowledged the execution of the same to be his free act and deed and the free act and deed of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.


Lisa M. Lopez, Notary Public
(Print Name)


My Commission Expires: May 8, 2016



Signature of Assignee: Assignment of ECR rights

IREIT Papillion Market Pointe, L.L.C.,
a Delaware limited liability company


By: Inland Real Estate Income Trust, Inc.,
a Maryland corporation, its sole member

By: 
Name: David Z. Lichterman
Title: Vice President, Treasurer & CAO

STATE OF ILLINOIS)
) ss.
COUNTY OF DuPage)

Now on this 21st day of May, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came David Z. Lichterman, Vice President, Treasurer & CAO of Inland Real Estate Income Trust, Inc. sole member of IREIT Papillion Market Point, L.L.C. a Delaware limited liability company, who is personally known to me to be the same person who executed the within instrument on behalf of the company, and who duly acknowledged the execution of the same to be his free act and deed and the free act and deed of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.


Ruth E. Winter, Notary Public
(Print Name)

My Commission Expires: 7-12-15



Exhibit A
Property Description

Lots 2 and 3, Market Pointe Addition, an Addition to the City of Papillion, Sarpy County, Nebraska, as amended by Administrative Lot Line Adjustment recorded October 26, 2005 at Instrument No. 2005-39750, records of Sarpy County, Nebraska;

And

Lots 9, 10 and 11, Market Pointe Addition Replat 1, an Addition to the City of Papillion, Sarpy County, Nebraska;

And

Outlots E and F, Stockman's Hollow, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.