



W3033164

**RECORDING REQUESTED BY
FIDELITY NATIONAL TITLE
AND WHEN RECORDED MAIL TO:
FIDELITY NATIONAL TITLE
ATTN: MICHELLE BURTON
1 E. WASHINGTON ST., SUITE 450
PHOENIX, AZ 85004**

E# 3033164 PG 1 OF 6
Leann H. Kilts, WEBER COUNTY RECORDER
04-Feb-20 0308 PM FEE \$40.00 DEP PC
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

Escrow No.: Z1931625
112033-41F

00.029.0027

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SPECIAL WARRANTY DEED

This instrument was prepared by:

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

This instrument should be returned to:
Scott Mercer
Kesler and Rust
68 S. Main Street, Suite 200
Salt Lake City, Utah 84101

MAIL TAX STATEMENTS TO:
Thom Williamsen
Williamsen Riverdale LLC
154 E. Myrtle Street, Suite 303
Murray, Utah 84107

Tax Parcel I.D. No.: 06-029-0027

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, executed as of the 30th day of January, 2020 and effective as of the 3rd day of February, 2020 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 WILLIAMSEN RIVERDALE LLC, a Utah limited liability company, having a mailing address at 154 E. Myrtle Street, Suite 303, Murray, Utah 84107 (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 Weber County, Utah, more particularly described as follows, to wit:

SEE ATTACHED EXHIBIT "A"

(hereinafter referred to as the "**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 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 Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; and that the Grantor fully warrants the title to the 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. THE TERMS AND CONDITIONS SET FORTH IN THIS SECTION 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.

[The remainder of this page intentionally left blank.
Signatures appear on following page.]

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:

^{so} ^{af}
NATIONAL RETAIL PROPERTIES, LP,
a Delaware limited partnership

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

Ivette Cordero
Name: **Ivette Cordero**

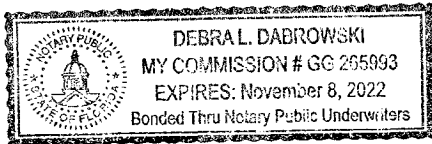
Paul E. Bayer
By: Paul E. Bayer
Name: **Paul E. Bayer**
Title: **Executive Vice President**

Debra Dabrowski
Name: **Debra Dabrowski**

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of _____, 2020 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.



Debra Dabrowski
Notary Public - State of Florida

Print Name: **Debra Dabrowski**
Commission Number: _____
Commission Expires: _____

(NOTARY SEAL)

EXHIBIT "A"**LEGAL DESCRIPTION**

A portion of the Northwest Quarter of Section 8, Township 5 North, Range 1 West, Salt Lake Base and Meridian:

Beginning at the Northeast Corner of the Northwest Quarter of said Section 8 and running thence South 00°28' West 104.97 feet to a point on a 175 foot radius curve to the right (center bears North 84°33'00" West and has a central angle of 28°48'00"); thence along the arc of said curve 87.96 feet; thence South 34°15'00" West 425.03 feet to the true point of beginning of this parcel and running thence South 34°15'00" West 609.38 feet; thence North 52° 46' 00" West 164.96 feet; thence South 37° 43' 00" West 197.48 feet to a point of the Northerly line of Washington Terrace Road as described in Book 160 at Page 517 of the Official Records of Weber County, said point also being a point on a 345 foot radius curve to the left (center bears South 50°38'20" West and has a central angle of 10°14'50"); thence Northwesterly along the arc of said curve and said road 61.70 feet; thence North 37°42'00" East 110.98 feet; thence North 48°41'00" West 80.86 feet; thence North 39°55'00" East 272.21 feet; thence North 51°27'52" West 14.76 feet to a fence corner; thence along said fence North 51°27'52" West 367.09 feet; thence North 38°02'43" East 19.05 feet; thence North 51°59'43" West 198.76 feet to the Easterly line of Riverdale Road; thence North 38°21'00" East 402.99 feet along said Easterly line; thence South 51°48'01" East 493.55 feet; thence South 38°21'00" West 10.72 feet; thence South 51°48'01" East along a building line 342.00 feet to the place of beginning.

TOGETHER WITH non-exclusive easement rights created Cross-Easement Agreement dated April 1, 1990 by and between Shopko Stores, Inc. dba Uvalko ShopKo Stores, Inc. (ShopKo), F.C. Stangl, III, dba F.C. Stangl Construction Company (Developer), Alan Canter, an individual (Canter) and Toys "R" Us, Inc. (Toys) and May 1, 1990 recorded 1107699 in Book 1579 at Page 2298 of Official Records and as amended by agreement recorded May 12, 2011 as Entry No. 2526788.

LESS AND EXCEPTING property granted to the Utah Department of Transportation by Warranty Deed dated March 12, 2010 and recorded May 19, 2010 as E#2473137, in the Recorder's Office of Weber County, State of Utah, described as follows:

Beginning at the intersection of the Northeasterly boundary line of said entire tract and the existing Southeasterly right of way line of Riverdale Road, said Intersection is 104.97 feet South 00°28'00" West to the beginning of a non-tangent 175.00 foot radius curve to the right (Note: radius bears North 84°33'00" West); thence Southerly along the arc of said curve 87.96 feet through a delta of 28°48'00" (Note: chord to said curve bears South 19°51'00" West for a distance of 87.04 feet) and 414.29 feet South 34°15'00" West and 834.34 feet North 51°48'01" West from the Northeast corner of said quarter Section, said intersection is also 46.00 feet perpendicularly distant Southeasterly from the control line of UDOT project SP-0026(4)0 opposite approximate engineer station 162+06.52, and running thence; South 51°48'01" East 11.21 feet along said Northeasterly boundary line to a point 57.21 feet perpendicularly distant

Southeasterly from said control line; thence South $06^{\circ}33'29''$ East 24.83 feet to a point 74.77 feet perpendicularly distant Southeasterly from said control line opposite engineer station 161+89.01; thence South $38^{\circ}34'24''$ West 94.99 feet to a point 74.55 feet perpendicularly distant Southeasterly from said control line opposite engineer station 160+94.02; thence South $82^{\circ}18'00''$ West 14.43 feet to a point 64.55 feet perpendicularly distant Southeasterly from said control line opposite engineer station 160+83.61; thence South $37^{\circ}18'00''$ West 196.53 feet to a point 68.47 feet perpendicularly distant Southeasterly from said control line opposite engineer station 158+87.12; thence South $05^{\circ}12'05''$ West 20.19 feet to a point 79.53 feet perpendicularly distant Southeasterly from said control line opposite engineer station 158+70.23; thence South $38^{\circ}26'32''$ West 59.62 feet along a line parallel with said control line opposite engineer station 158+10.61; thence South $83^{\circ}26'32''$ West 9.73 feet to the Southwesterly boundary line of said entire tract; thence North $51^{\circ}59'43''$ West 26.65 feet along said boundary line to said right of way line; thence North $38^{\circ}26'32''$ East (North $38^{\circ}21'00''$ East by record) 402.99 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation