

REAL ESTATE CONTRACT

Seward Junction SE - Parcel 1

THIS REAL ESTATE CONTRACT ("Contract") is made by NATIONAL RETAIL PROPERTIES, LP, a Delaware limited partnership (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

All of that certain 0.0033 acre (144 Sq. Ft.) of land in the John B. Robinson Survey, Abstract No. 521, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**)

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A" and any improvements thereon shall be the sum of SEVEN HUNDRED NINETY TWO and 00/100 Dollars (\$792.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions

2.03. As additional consideration, the Purchaser acknowledges and agrees to the following:

- (1) the signs located on the Property and/or on the remainder of the property owned by Seller will not be affected, and Purchaser agrees to immediately reimburse Seller or its tenant for any damages caused to such signs or for any commercially unreasonable interruption of utilities to the convenience store / gas station facility located on Seller's remainder property;
- (2) construction of the Seward Junction SE Project will not cause any conditions that will necessitate restoration work to be performed by Seller;
- (3) access to the driveway serving the Property from and to US 183 will not be affected during construction; and
- (4) the driveway serving the Property from and to CR 259 will be reconstructed due to the installation of storm drainage pipe; during reconstruction, at least half of the CR 259 driveway will remain accessible at all times, unless otherwise agreed by Seller in advance.

The foregoing Special Provisions survive the termination of this Contract and the closing of the sale of the Property.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes,

rules and restrictions relating to the Property, or any part thereof;

The Property herein which is shown in Exhibit "A" is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING
Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before June 30, 2017, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

- (1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", subject to all matters of record

The Deed shall be in the form as shown in Exhibit "B", attached hereto and incorporated herein.

- (2) Deliver to Purchase a duly executed and acknowledged Partial Release of Lease, releasing and discharging and leasehold interest in the Property being conveyed to Purchaser.

The Partial Release of Lease shall be in the form as shown in Exhibit "C", attached hereto and incorporated herein.

- (3) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) All closing costs shall be paid by Purchaser.
- (2) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson

County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

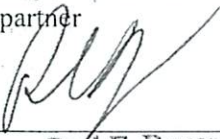
8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

de KJ Rss

NATIONAL RETAIL PROPERTIES, LP,
a Delaware limited partnership

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

By: 

Name: Paul E. Bayer

Title: Executive Vice President

Address: 450 S. Orange Ave., Suite 900
Orlando, Florida 32801
Attn: Senior Vice President – Asset Management

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 

Dan A. Gattis
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: 07-13-2017

(acknowledgments on following page)

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 29th day of June, 2017 by Paul E. Bayer, 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/she is personally known to me or has produced _____ as identification.



Printed Name: Ivette Cordero

Commission #: _____

My commission expires: _____



ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

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This instrument was acknowledged before me on this the ____ day of _____, 2017, by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

0.0033-Ac.
John B. Robinson Survey, A-521,
Williamson County, Texas

EXHIBIT A

Job No. 5569-02-001
FN1781-R1(gt)
Page 1 of 4

FIELD NOTES DESCRIPTION – PARCEL 1

DESCRIPTION OF 0.0033 ACRE (144 SQUARE FEET) OF LAND IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 1.151 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO NATIONAL RETAIL PROPERTIES, LP OF RECORD IN DOCUMENT NO. 2014079471, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.0033 ACRE AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point, 210.96 feet left of U.S. Highway 183 Engineer's Baseline Station 121+57.15, and 78.81 feet right of Williamson County Road 259 Engineer's Baseline Station 178+38.80, at the intersection of the east right-of-way line of U.S. Highway 183, a varying width right-of-way and the existing south right-of-way line of County Road 259, a varying width right-of-way, same being the northwest corner of the said 1.151 acre tract, for the northwest corner and **POINT OF BEGINNING** of the tract described herein, and from said calculated point a mag-nail with washer stamped "3DS LAND SURVEYOR" found bears S 67° 47' 28" W, a distance of 0.16 feet;

THENCE N 67° 47' 28" E, leaving the east right-of-way of U.S. Highway 183, with the existing south right-of-way line of County Road 259, same being the north line of the said 1.151 acre tract, and being the north line of the tract described herein, a distance of 17.00 feet to a mag-nail with washer set in concrete, 78.48 feet right of County Road 259 Baseline Station 178+55.80, for the east corner of the tract described herein, from which a 1/2-inch iron rod found, 74.76 feet right of County Road 259 Baseline Station 180+45.43, in the south right-of-way line of County Road 259, at the northeast corner of the said 1.151 acre tract, same being the northern northwest corner of Lot 1, Block A, First Texas Bank Tract, a subdivision of record in Cabinet V, Slides 78-79, Plat Records of Williamson County, Texas, bears N 67° 47' 28" E, a distance of 189.67 feet;

THENCE S 23° 22' 27" W, leaving the existing south right-of-way line of County Road 259 and crossing the said 1.151 acre tract, with the proposed south right-of-way line of County Road 259, same being the southeast line of the tract described herein, a distance of 24.29 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 210.96 feet left of U.S. Highway 183 Baseline Station 121+74.15 and 95.81 feet right of County Road 259 Baseline Station 178+38.79, in the east right-of-way line of U.S. Highway 183, same being the west line of the said 1.151 acre tract, for the south corner of the tract described herein, from which a 1/2-inch iron rod with illegible plastic cap found 209.21 feet left of U.S. Highway Baseline Station 124+02.47, in the east right-of-way line of U.S. Highway 183, at the southwest corner of the said 1.151 acre tract, same being the northwest corner of that certain called 1.851 acre tract of land described in the deed to Manor Business Center, Ltd., of record in Document No. 2004091683, and corrected in Document No. 2006038000, Official Public Records of Williamson County, Texas, bears S 21° 02' 34" E, a distance of 223.39 feet;

THENCE N 21° 02' 34" W, with the east right-of-way line of U.S. Highway 183, same being the west line of the said 1.151 acre tract, and being the west line of the tract described herein, a distance of 17.00 feet to the **POINT OF BEGINNING** and containing 0.0033 acre (144 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1781-R1(gt)

0.0033-Ac.
John B. Robinson Survey, A-521,
Williamson County, Texas

Job No. 5569-02-001
FN1781-R1(gt)
Page 2 of 4

THE STATE OF TEXAS

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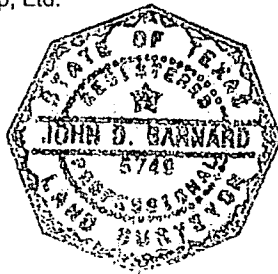
KNOW ALL MEN BY THESE PRESENTS

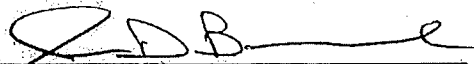
COUNTY OF TRAVIS

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of January through June 2015 under my direction and supervision.

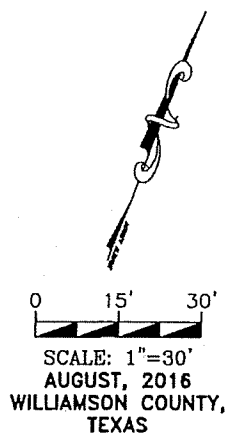
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 24th of August, 2016 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746




John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas

FILE: \\landhorn\new_projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW-SK1781-R1(qt)_CR259-ROW Parcel 1_Nail Reloat Prop.dwg



BASELINE PROP CR 259

U.S. HIGHWAY NO. 183
(ROW VARIES)

US183 Sta 119+82.23
Offset 210.97 Lt.
CR259 Sta 178+38.93
Offset 95.11 Lt.

LOOMIS

PROP ROW

EXIST ROW

JOHN B. ROBINSON SURVEY, A-521

(5.509 AC.) ROW DEDICATION
WILLIAMSON COUNTY, TEXAS
SPECIAL WARRANTY DEED
DOC. NO. 2013002950, O.P.R.W.C.TX.

WILLIAMSON COUNTY ROAD 259
(AKA OLD LIBERTY HILL TO GEORGETOWN ROAD)
(ROW VARIES)

US183 Sta 121+11.16
Offset 210.96 Lt.
CR259 Sta 178+38.84
Offset 32.82 Rt.

DOUCET

MAG-NAIL & WASHER STAMPED
"3DS LAND SURVEYOR" FOUND
BEARS: S 67°47'28" W, 0.16'

US183 Sta 121+57.15
Offset 210.96 Lt.
CR259 Sta 178+38.80
Offset 78.81 Rt.

LEGEND

- 1/2" IRON ROD FOUND
(UNLESS OTHERWISE NOTED)
- DOUCET 1/2" IRON ROD W/ PLASTIC CAP
STAMPED "DOUCET & ASSOC." FOUND
- LOOMIS 1/2" IRON ROD W/ PLASTIC CAP
STAMPED "LOOMIS" PREVIOUSLY SET
- 1/2" IRON ROD W/ PLASTIC CAP
STAMPED "BCG" SET
- ⊙ MAGNAIL & WASHER SET
- △ CALCULATED POINT
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.R.W.C.TX. PLAT RECORDS OF WILLIAMSON
COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS

US183 Sta 124+02.47
Offset -209.21

ILLEGIBLE

(1.151 AC.)
NATIONAL RETAIL PROPERTIES, LP.
SPECIAL WARRANTY DEED
DOC. 2014079471, O.P.R.W.C.TX.

REMAINDER (1.851 AC.)
MANOR BUSINESS CENTER, LTD.
WARRANTY DEED W/ VENDOR'S LIEN
DOC. 2004091683, O.P.R.W.C.TX.
AND CORRECTED IN AFFIDAVIT
DOC. 2006038000, O.P.R.W.C.TX.

LOT 1, BLOCK A
FIRST TEXAS BANK TRACT
CAB. V, SLIDES 78-79
P.R.W.C.TX.

0.0033 AC.

Bowman
CONSULTING

Bowman Consulting Group, Ltd.
3101 Bee Cave Road, Suite 100, Austin, Texas 78746
Phone: (512) 327-1150 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.

TBPE Firm No. F-14309 | TBPLS Firm No. 101208-00

EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1781-R1

DATE: Aug 23, 2016 - 3:55pm

PAGE 3 OF 4

FILE: \\Longhorn\new_projects\005559 - Seward Junction\005559-02-001 (SUR) - SE WA 1\Survey\Working\TN=Parcels\ROW\SK1781-R1(gt)_CR259-ROW Parcel 1_Natl Retail Prop.dwg

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NAD83, GRID, BASED ON SURVEY TIES MADE TO CONTROL MONUMENTS SAM3, SAM4, SAM5 & SAM6 AS SHOWN ON CONTROL SHEETS FOR THE US 183: CR213 TO RIVA RIDGE DRIVE PROJECT (CSJ: 0151-04-063/064); LOWER COLORADO RIVER AUTHORITY (LCRA) CONTROL MONUMENTS AZF9 AND X622; AND TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) CONTROL MONUMENT N2463018.
2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.000115 (GRID TO SURFACE).
4. IMPROVEMENTS SHOWN HEREON ARE BASED ON AN ENGINEERING DESIGN SURVEY PERFORMED BY BOWMAN CONSULTING, DURING THE MONTHS OF JANUARY THROUGH JUNE, 2015.
5. COUNTY ROAD 259 STATIONS AND OFFSETS SHOWN HEREON ARE BASED ON THE PROJECT BASELINES (269011AL01.DGN), AS PROVIDED BY AGUJRE & FIELDS, LP ON 08-26-2015.
6. THE ACREAGE CALCULATED AND SHOWN HEREON IS DERIVED FROM RECORD INFORMATION, AND IS FOR INFORMATIONAL PURPOSES ONLY. THIS DOES NOT IN ANY WAY REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT.
7. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.

WILLIAMSON COUNTY ROAD NO. 259

U.S. HIGHWAY NO. 183

0.0033
ACRE

(1.151 AC.)

NATIONAL RETAIL PROPERTIES, LP.
SPECIAL WARRANTY DEED
DOC.2014079471, O.P.R.W.C.TX.

WHOLE PROPERTY INSET
(NOT TO SCALE)

PROPOSED PARCEL ACQUISITION TABLE

RECORD PROPERTY AREA = 1.151 ACRES
PROPOSED ROW ACQUISITION AREA = 0.0033 ACRE
CALCULATED REMAINDER AREA = 1.1477 ACRES

SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



JOHN D. BARNARD
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 5749,
STATE OF TEXAS

DATE: 8/24/2016

Bowman
CONSULTING

Bowman Consulting Group, Ltd.
3101 Bee Cave Road, Suite 100, Austin, Texas 78746
Phone: (512) 327-1160 Fax: (512) 327-4062
www.bowmanconsulting.com Bowman Consulting Group, Ltd.

TBPE Firm No. F-14309 | TBPLS Firm No. 101208-00

EXHIBIT TO ACCOMPANY
FIELD NOTES DESCRIPTION
FN1781-R1

DATE: Aug 23, 2016-3:59pm

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EXHIBIT B

Parcel 1

SPECIAL WARRANTY DEED

Seward Junction Southeast Road Right of Way – County Road 259

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That National Retail Properties LP, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.0033 acre (144 Sq. Ft.) of land in the John B. Robinson Survey, Abstract No. 521, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing,

mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 259, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2017.

GRANTOR:
NATIONAL RETAIL PROPERTIES, LP,
a Delaware limited partnership

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

By: _____
Name: _____
Title: _____

Address: 450 S. Orange Ave., Suite 900
Orlando, Florida 32801
Attn: Senior Vice President – Asset Management

(acknowledgement on following page)

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by _____, as _____ 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/she is personally known to me or has produced _____ as identification.

Printed Name: _____

Commission #: _____

My commission expires: _____

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

EXHIBIT C

PARTIAL RELEASE OF LEASE

Seward Junction SE - Parcel 1

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That, NATIONAL RETAIL PROPERTIES, LP, a Delaware limited partnership ("NATIONAL") and FIKES WHOLESale, INC., a Texas corporation ("FIKES"), for and in consideration of the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to it by the City of Round Rock, Texas, and its successors and assigns, the receipt and sufficiency of which is hereby acknowledged, do hereby partially ABANDON, RELEASE and DISCHARGE that certain Lease Agreement, dated September 25, 2014, by and between NATIONAL, Landlord, and FIKES, Tenant, as evidenced by Memorandum of Lease recorded under Document No. 2014078820, Official Public Records of Williamson County, Texas.

Such ABANDONMENT, RELEASE and DISCHARGE of the above-referenced leasehold shall apply only to the below-described Property, to-wit:

All of that certain 0.0033 acre (144 Sq. Ft.) of land in the John B. Robinson Survey, Abstract No. 521, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**)

This instrument is given specifically to release the above described original lease agreements and interest, and any subsequent revisions, renewals, or alterations between the parties relating to the subject Property, and to release such original agreement only as to the property specifically described herein, which agreement terms are hereby terminated by abandonment, termination, vacation, and cessation of purpose, and which lease agreement shall be of no further force and effect, whether legal or equitable.

IN WITNESS WHEREOF, NATIONAL and FIKES have caused this instrument to be executed effective the _____ day of the month of _____, 2017.

RELEASOR/LANDLORD:

NATIONAL RETAIL PROPERTIES, LP,
a Delaware limited partnership

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

By: _____
Name: _____
Title: _____

RELEASOR/TENANT:

FIKES WHOLESALE, INC.,
a Texas corporation

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by _____, as _____ 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/she is personally known to me or has produced _____ as identification.

Printed Name: _____

Commission #: _____

My commission expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF _____

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This instrument was acknowledged before me on this the ____ day of _____, 2017 by _____, as _____ of Fikes Retail Properties, Inc., in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

