0461681
IDENTIF. & REFERENCE

FEE 35
eTIC

This Instrument Prepared By:
LIECHTY & McGINNIS, P.C.
10440 N. Central Expressway, Suite 1100
Dallas, Texas 75231
214/265-0008

98 JUL 13 PM 3:36
FELIX E. WILSON II REGISTER
DAVIDSON COUNTY, TN.

BOOK 11018 PAGE 220

SPECIAL WARRANTY DEED

Address New Owner as Follows:	**Send Tax Bills To:**
Kimco Rivergate L.P. **c/o Kimco Realty Corporation**	**Kimco Rivergate L.P.** **c/o Kimco Realty Corporation**
3333 New Hyde Park Road **P. O. Box 5020**	**3333 New Hyde Park Road** **P. O. Box 5020**
New Hyde Park, New York 11042-0020	**New Hyde Park, New York 11042-0020**
Map No. 26, Parcel No. 123	

NASHPIKE PARTNERS, L.P., a Delaware limited partnership (hereinafter called "Grantor"), for and in consideration of the sum of TEN AND No/100 Dollars ($10.00) and other good and valuable consideration in hand paid by KIMCO RIVERGATE L.P., a Tennessee limited partnership (hereinafter called "Grantee"), whose mailing address is c/o Kimco Realty Corporation, 3333 New Hyde Park Road, P. O. Box 5020, New Hyde Park, New York 11042-0020, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto Grantee that certain tract or parcel of land situated in Davidson County, Tennessee, and more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, together with Grantor's rights and interests in all improvements, structures and fixtures located thereon and all rights, titles and interests of Grantor appurtenant thereto (all of the above-described properties being hereinafter collectively referred to as the "Property"). This conveyance is made and accepted subject to (a) general real estate taxes on the Property for the current year which Grantee assumes ~~and~~ agrees to pay, (b) zoning laws and regulations and ordinances of municipal and other governmental authorities, if any, affecting the Property, and (c) the matters set forth on Exhibit B attached hereto and made a part hereof for all purposes (all of the foregoing being hereinafter collectively referred to as the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject, however, to the Permitted Exceptions.

To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the

respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

IN WITNESS WHEREOF, this Special Warranty Deed is executed by Grantor to be effective for all purposes as of the 9th day of July, 1998.

GRANTOR:

NASHPIKE PARTNERS, L.P.,
a Delaware limited partnership

By: Nashpike Corporation,
a Delaware corporation,
its general partner

By: _____
Its: Authorized Signer

Dated: 7/8/98

By: ICIG Airport Technology, LLC,
a Delaware limited liability company,
its managing general partner

By: Insignia Commercial Investments Group, Inc.,
a Delaware corporation,
its managing member

By: _____
Michael R. Horowitz, President

Dated: _____

respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

IN WITNESS WHEREOF, this Special Warranty Deed is executed by Grantor to be effective for all purposes as of the 9th day of July, 1998.

GRANTOR:

NASHPIKE PARTNERS, L.P.,
a Delaware limited partnership

By: Nashpike Corporation,
a Delaware corporation,
its general partner

By: _____
Its: _____

Dated: _____

By: ICIG Airport Technology, LLC,
a Delaware limited liability company,
its managing general partner

By: Insignia Commercial Investments Group, Inc.,
a Delaware corporation,
its managing member

By: _____
Michael R. Horowitz, President

Dated: 7-9-98

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this 9th day of July, 1998, by _____, as _____ of Nashpike Corporation, a Delaware corporation, acting in its capacity as general partner of Nashpike Partners, L.P., a Delaware limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation for and on behalf of said limited partnership.

OFFICIAL SEAL
JANINE DELAND
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5-5-2002

Janine DeLand
Notary Public, State of IL.

My Commission Expires:
5/5/2002

Janine DeLand.
Printed Name of Notary Public

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 9th day of July, 1998, by Michael R. Horowitz, as President of Insignia Commercial Investments Group, Inc., a Delaware corporation, acting in its capacity as managing member of ICIG Airport Technology, LLC, a Delaware limited liability company, acting in its capacity as managing general partner of Nashpike Partners, L.P., a Delaware limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation for said company, for and on behalf of said limited partnership.

Shayne Parrish
Notary Public, State of Texas

My Commission Expires:
March 10, 2002

Shayne Parrish
Printed Name of Notary Public

SHAYNE PARRISH
MY COMMISSION EXPIRES
March 10, 2002

STATE OF Texas §
§ :ss
COUNTY OF Dallas §

The actual consideration or value, whichever is greater, for this transfer is $15,125,000.00.

AFFIANT

Subscribed and sworn to before me, this 9th day of July, 1998.

Shayne Parrish
Notary Public

My Commission Expires:
March 10, 2002

SHAYNE PARRISH
MY COMMISSION EXPIRES
March 10, 2002

07/09/1998 15:24 2142650108 LIECHTY&MCGINNIS,PC. PAGE 03

EXHIBIT A

PROPERTY DESCRIPTION

[See attached legal description]

BEING THE SAME PROPERTY CONVEYED TO NASHPIKE PARTNERS, L.P., BY WARRANTY DEED DATED JULY 3, 1997, OF RECORD IN BOOK 10533, PAGE 220, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TOGETHER WITH:

(1) RECIPROCAL EASEMENT AND DEVELOPMENT AGREEMENT DATED ON OR ABOUT MAY 5, 1986, BY AND BETWEEN RIVERGATE PROPERTIES, LTD., AND SERVICE MERCHANDISE COMPANY, INC., AND RECORDED ON MAY 19, 1986, IN BOOK 6859 AT PAGE 802 OF THE LAND RECORDS OF DAVIDSON COUNTY, TENNESSEE.

(2) JOINT EASEMENT AGREEMENT DATED ON OR ABOUT APRIL 27, 1988, BY AND BETWEEN RIVERGATE PROPERTIES, LTD., AND SERVICE MERCHANDISE COMPANY, INC., AND RECORDED MAY 4, 1988, IN BOOK 7535 AT PAGE 132 OF THE LAND RECORDS OF DAVIDSON COUNTY, TENNESSEE.

(3) DECLARATION OF EASEMENTS AND COVENANTS DATED ON OR ABOUT NOVEMBER 5, 1985, BY RIVERGATE PROPERTIES, LTD., AND RECORDED DECEMBER 4, 1985, IN BOOK 6726 AT PAGE 400 OF THE LAND RECORDS OF DAVIDSON COUNTY, TENNESSEE, AND AMENDED BY AMENDMENT TO DECLARATION OF EASEMENTS AND COVENANTS BY RIVERGATE PROPERTIES, LTD., DATED ON OR ABOUT APRIL 25, 1986, AND RECORDED IN BOOK 6852 AT PAGE 537 OF THE LAND RECORDS OF DAVIDSON COUNTY, TENNESSEE.

Exhibit "A"

Legal Description
Shoppes at Rivergate Shopping Center
Davidson County, Tennessee

Being a parcel of land in the Nashville, Second Civil District, Tenth Councilmanic District, Davidson County, Tennessee, said parcel being located north of Gallatin Pike between Conference Drive and Liberty Lane and being Lot 4 as shown on the revised Final Plat of Rivergate Properties Ltd. of record in Plat Book 6250, Page 919, R.O.D.C. and being more particularly described as follows:

BEGINNING at a point in the northerly right-of-way line of Gallatin Pike, said point being the westerly terminus of a curve return in the northwesterly quadrant of the intersection of Gallatin Pike and Liberty Lane;

THENCE, along the northerly right-of-way line of Gallatin Pike the following calls:

S 50° 07' 23" W, 219.73 feet to a point;

S 86° 40' 03" W, 7.80 feet to a point;

S 50° 13' 26" W, 271.54 feet to a point;

N 39° 37' 11" W, 3.89 feet to a point;

S 49° 23' 06" W, 527.74 feet to a point in the easterly terminus of a curve return in the northeasterly quadrant of the intersection of Gallatin Pike and Conference Drive;

THENCE, along said curve to the right, 28.38 feet to a point, said curve having a central angle of 90° 00' 00", a radius of 18.07 feet, a tangent of 18.07 feet and a chord of N 85° 01' 07" W 25.56 feet;

THENCE, along the easterly right-of-way line of Conference Drive, N 40° 01' 02" W, 6.93 feet to a point;

THENCE, along said right-of-way line and with a curve to the right, 51.93 feet to a point, said curve having a central angle of 14° 10' 04", a radius of 210.00 feet, a tangent of 26.10 feet and a chord of N 32° 56' 05" W 51.79 feet;

THENCE, along said right-of-way line, N 25° 51' 03" W, 86.00 feet to a point in the southwestern corner of Lot 1 as shown on the Revised Final Plat of Rivergate Properties, LTD, of record in Plat Book 6250, Page 919, R.O.D.C.;

THENCE, N 64° 08' 57" E, 491.00 feet to a point in the southeastern corner of Lot 3 of said plat;

THENCE, N 25° 51' 03" W, 200.00 feet to a point in the northeastern corner of said Lot 3,

THENCE, S 64° 08' 57" W, 491.00 feet to a point in the northwestern corner of Lot 1 of said plat, said point being in the easterly right-of-way line of Conference Drive;

THENCE, along said right-of-way, N 25° 51' 03" W, 381.00 feet to a point in the southwestern corner of Lot 5 of said plat;

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR
PRINTING IN THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVED

THENCE, leaving said right-of-way line of Conference Drive and with Lot 5 of said plat the following calls:

N 64° 08' 57" E, 175.00 feet to a point;

S 25° 51' 03" E, 60.00 feet to a point;

N 59° 38' 29" E, 211.21 feet to a point;

N 25° 51' 03" W, 440.00 feet to a point;

N 64° 08' 57" E, 150.00 feet to a point in the right-of-way line of Vietnam Veterans Boulevard.

THENCE, along said right-of-way line, S 26° 24' 15" E, 28.00 feet to a point;

THENCE, continuing along said right-of-way line, N 58° 43' 47" E, 261.90 feet to a point in the western line of property of Brooks S. Fitzpatrick, et ux, of record in Book 4573, Page 296, R.O.D.C.;

THENCE, along said western line of Fitzpatrick property, S 26° 04' 52" E, 173.59 feet to a point;

THENCE, along the southern line of said Fitzpatrick property, N 73° 00' 33" E, 243.23 feet to a point in the westerly right-of-way line of Liberty Lane;

THENCE, along said right-of-way line, S 26° 30' 46" E, 297.57 feet to a point;

THENCE, continuing along said right-of-way line, S 26° 21' 25" E, 352.14 feet to a point in the northerly terminus of a curve return in the northwestern quadrant of the intersection of Liberty Lane and Gallatin Pike;

THENCE, along a curve to the right, 33.37 feet to the point of beginning, said curve having a central angle of 76° 28' 48", a radius of 25.00 feet, a tangent of 19.70 feet and a chord of S 11° 52' 59" W 30.95 feet;

Containing 737,506 square feet or 16.93 acres, more or less.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes for 1998: A lien, but not yet due or payable.

2. Plat of project, recorded in Book 6250, page 919, in the Office of the Register of Deeds for Davidson County, Tennessee, and Survey File No. 8919-02, dated June 6, 1997, last revised June 24, 1997, prepared by Barge, Waggoner, Sumner & Cannon, Inc., shows a drainage easement; detention pond; a 10' public utility and drainage easement; a 20' public utility easement; a 31' reserved strip for roadway improvements; a 15' public utility and drainage easement; a 15' drainage easement; a public utility and drainage easement; a sanitary sewer easement; 6' x 30' anchor easement; a 20' public utility easement; and a 20' public utility and sewer easement.

3. Storm Water Detention Agreement of record in Book 6848, page 703, in said Register's Office.

4. Reciprocal Easement and Development Agreement of record in Book 6859, page 802, in said Register's Office.

5. Joint Easement Agreement between Rivergate Properties, Ltd., and Service Merchandise Company, Inc., of record in Book 7535, page 132, in said Register's Office.

6. Agreement concerning easement of record in Book 6897, page 29, in said Register's Office.

7. Declaration of Easements and Covenants recorded in Book 6726, page 400, as amended in Book 6852, page 537, in said Register's Office.

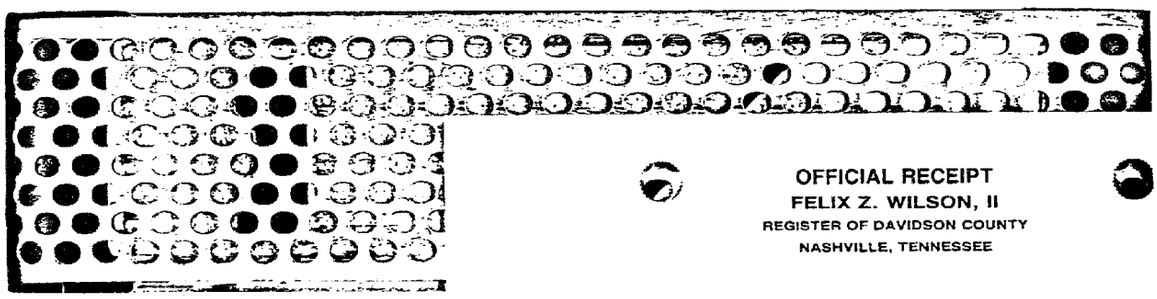
8. Rights of tenants in possession as tenants only under unrecorded leases and the following leases:

   a. Memorandum of Lease between Rivergate Properties, Ltd., a Tennessee limited partnership, and Stein Mart, Inc., of record in Book 6743, page 555, as amended in Book 6852, page 552, in said Register's Office.

   b. Memorandum of Lease between Rivergate Properties, Ltd., and Uptons Department Stores, Inc., of record in Book 6652, page 19, as amended in Book 6852, page 556 in said Register's Office.

   c. Lease by and between Rivergate Properties, Ltd. and the State of Tennessee, of record in Book 10381, page 528, in said Register's Office.

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OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11018 PAGE 230

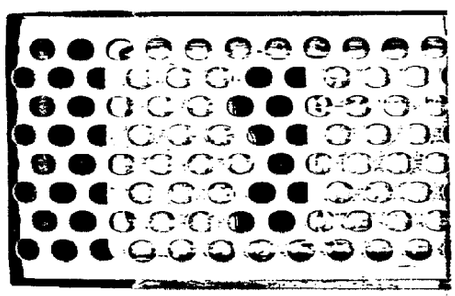
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

Conveyance 15,125,000.00

CON TX 55962.50
PRFEE 1.00
WDEED 40.00
CFEE 2.00
TOTAL 56005.50
CHECK 56005.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK
07/13/98 01 15:37 0001 2738



046168
IDENTIF. # REFERENCE

98 JUL 13 PM 3:36
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1318445