Davidson County DEEDWARR
Recvd: 07/17/08 14:03 7 pgs
Fees:38.00 Taxes:58090.00
20080717-0073531

THIS INSTRUMENT PREPARED BY:
WHITE & REASOR, PLC (SLW)
3102 West End Avenue, Suite 1150
Nashville, Tennessee 37203

Address New Owner:	Send Tax Bills To:	Map-Parcel No.:
Newco-Harpeth Partners, a Tennessee general partnership 9019 Overlook Blvd, Suite C-2 Brentwood, TN 37027	Same	Map/Parcel: 156 09 0A 001.00

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, receipt of all of which is hereby acknowledged, Kimco Barclay Harpeth, L.P., a Tennessee limited partnership ("Grantor"), has this day bargained and sold, and does hereby transfer and convey unto Newco-Harpeth Partners, a Tennessee general partnership ("Grantee"), certain real property in Davidson County, Tennessee, described on Exhibit "A" attached hereto.

This is improved property known as 8028 Highway 100, Nashville, Davidson County, Tennessee, 37221.

TO HAVE AND TO HOLD the said real property, together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining to Grantee, its successors and assigns, in fee simple forever.

Grantor further covenants that Grantor is seized and possessed of the said real estate and has the right to convey it and binds itself and its successors to warrant and forever defend the title to said real estate to Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through, or under Grantor (other than claims arising out of the matters set forth on Exhibit "B"), but not further or otherwise.

SLW\GSRED\Kimco-Publix\SpecialWarrantyDeed

RETURN TO:
COMMERCIAL SERVICES
FIRST AMERICAN TITLE
6077 PRIMACY PARKWAY, SUITE 121 B
MEMPHIS, TN 38119

IN WITNESS WHEREOF, Grantor executed this instrument as of the 26 day of June, 2008.

GRANTOR:

Kimco Barclay Harpeth, L.P., a Tennessee limited partnership

By: KD Harpeth 1356, Inc.,
a Tennessee corporation,
Its General Partner

By: _____

Title: Executive Vice President

STATE OF ILLINOIS
COUNTY OF DUPAGE

Personally appeared before me, the undersigned, a Notary Public for the State and County aforesaid, Daniel C. Slattery, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Exec. V.P. of KD Harpeth 1356, Inc., a Tennessee corporation, the General Partner of Kimco Barclay Harpeth, L.P., a Tennessee limited partnership, and he, as such Exec. V.P., is authorized by said corporation to execute this instrument on its behalf as the General Partner of Kimco Barclay Harpeth, L.P.

Witness my hand, at office, this 23rd day of June, 2008.

_____
Notary Public

My commission expires:
12/4/2010

"OFFICIAL SEAL"
JOANNA G ISDALE
COMMISSION EXPIRES 12/04/10

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $15,700,000.00.

Affiant

SUBSCRIBED AND SWORN to before me, this 23rd day of June, 2008.

"OFFICIAL SEAL"
JOANNA G ISDALE
NOTARY PUBLIC STATE OF TENNESSEE
COMMISSION EXPIRES 12/04/10

12/4/2010
My Commission Expires

Notary Public

EXHIBIT "A"

Being a tract of land lying in Nashville, Davidson County, Tennessee, also being Parcel 1 on the final Plat of Harpeth Village P.U.D. of record in Instrument No. 20060505-0052434, at the Register's Office for Davidson County, Tennessee and being more particularly described as follows:

Beginning at an existing iron rod on the northerly right-of-way line of Highway 100, width varies, at a corner common with Lot 1, Revision One, Shoppes on the Harpeth of record in Instrument No. 20070807-0093922, at the Register's Office for Davidson County, Tennessee;

Thence leaving the northerly right-of-way line of Highway 100 first with the easterly line of said Lot 1 then with the easterly line of Lot 4, Revision One, Shoppes on the Harpeth, for the following two calls:
1) North 11° 50' 00" West, 443.17 feet to an existing iron rod;
2) North 54° 57' 28" West, 175.65 feet to an existing iron rod at a corner common with Outparcel 7 of said Final Plat of Harpeth Village P.U.D.;

Thence with a common line with Outparcel 7 for the following five calls:
1) North 35° 02' 32" East, 158.21 feet to an existing iron rod;
2) North 00° 53' 19" West, 91.02 feet to an existing iron rod:
3) North 78° 22' 37" East, 409.24 feet to an existing iron rod:
4) North 11° 37' 23" West, 28.87 feet to an existing iron rod;
5) North 41° 14' 48" E, 68.09 feet to an existing chiseled "X" on the southerly right-of-way line of Temple Road, 60 feet in width;

Thence with the right-of-way line of Temple Road for the following two calls:

1) with a curve to the right, having a radius of 445.00 feet, a curve length of 296.57 feet and a chord bearing and distance of South 29° 39' 41" East, 291.11 feet to a new chiseled "X";

2) South 10° 34' 09" East, 372.07 feet to an iron rod set at a corner common with Outparcel 3 on the Resubdivision of Outparcels 2 – 4, Harpeth Village P.U.D., of record in Instrument No. 20070907-0107490;

Thence leaving the right-of-way line of Temple Road first with the northerly line of said Outparcel 3, then with the northerly line of Outparcel 2 of said Resubdivision of Outparcels 2 – 4, South 78° 22' 37" West, 497.37 feet to a new chiseled "X";

Thence with the westerly line of said Outparcel 2, South 11° 50' 00" E, 190.09 feet to an existing iron rod on the northerly right-of-way of Highway 100;

Thence with the northerly right-of-way line of Highway 100, South 78° 22' 37" W, 60.01 feet to the point of beginning and containing 352,712 square feet or 8.097 acres more or less.

Being a portion of the property conveyed to Kimco Barclay Harpeth, L.P., a Tennessee limited partnership by Deed of record in Instrument No. 20060314-0029283, in the Register's Office for Davidson County, Tennessee.

Together with rights benefiting the property as contained in Sign Easement Agreement of record in Instrument Nos. 20071106-0130722 and 20070418-0039513, said Register's Office.

EXHIBIT "B"

1. Taxes and assessments for the year 2008 and subsequent years, not yet due and payable.

2. All matters as shown on the plat of record in Instrument No. 200512270153838 and Instrument No. 200605050052434, in the Register's Office for Davidson County, Tennessee.

3. Memorandum of Lease by and between Barclay Harpeth Partners, LLC and Publix Tennessee, LLC, of record in Instrument No. 200512270153965, in the Register's Office of Davidson County, Tennessee, as amended in Instrument No. 200708270102787, in said Register's Office.

4. Water Line Easement of record in Book 8019, page 134, in the Register's Office of Davidson County, Tennessee.

5. Storm Water Detention Agreement of record in Instrument No. 200512190151714, in the Register's Office of Davidson County, Tennessee.

6. Declaration of Restrictions, Covenants and Conditions and Grant of Easements of record in Instrument No. 200608230104009, in the Register's Office of Davidson County, Tennessee, as amended in Instrument No. 200708270102786, in said Register's Office.

7. Declaration of Restrictions, Covenants and Conditions and Grant of Easements of record in Instrument No. 200701170007067, in the Register's Office of Davidson County, Tennessee.

8. Covenants, Conditions and Restrictions of record in Instrument No. 200701170007069, in the Register's Office of Davidson County, Tennessee.

9. Covenants, Conditions and Restrictions of record in Instrument No. 200705070054445, in the Register's Office of Davidson County, Tennessee.

10. Covenants, Conditions and Restrictions of record in Instrument No. 200711060130721, in the Register's Office of Davidson County, Tennessee.

11. Slope and Storm Runoff Easement Agreement of record in Instrument No. 200712170144721, in the Register's Office of Davidson County, Tennessee.

12. Covenants, Conditions and Restrictions of record in Instrument No. 200804180039512, in the Register's Office of Davidson County, Tennessee.

13. Rights of tenants under unrecorded leases.

14. Any facts, rights, interests, or claims that may exist or arise by reason of the following matters disclosed by a survey prepared by R. Scot Cherry, RLS No. 1512, Cherry Land Surveying, Inc., June 18, 2008, Job No. 08110:

No minimum building setback lines are shown
Water line crosses the land inside its eastern boundary along Temple Road
Storm drainage runs through the land's northeast corner
Transformer encroaches the land's southern boundary

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