1st

THIS INSTRUMENT PREPARED BY:

Patricia Gregory
Pachter Gregory & Finocchiaro
790 Estate Drive
Suite 150
Deerfield, IL 60015

Davidson County DEEDWARR
Recvd: 10/15/08 13:29 4 pgs
Fees:23.00 Taxes:3515.00
20081015-0103890

Address of New Owner and
Send Tax Bills To:

Publix Super Markets, Inc.
3300 Publix Corporate Parkway
Lakeland, Florida 33811

Map & Parcel No.: 156-09A-012.00

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Kimco Barclay Harpeth, L.P., a Tennessee limited partnership (herein referred to as "Grantor") has this day bargained and sold and, by these presents, does hereby transfer and convey unto Publix Super Markets, Inc., a Florida corporation (herein referred to as "Grantee"), its successors and assigns, forever, the following described tract or parcel of land located in Davidson County, Tennessee, to wit (the "Property"):

Land in Davidson County, being Outparcel 2 on the Plan of Re-Subdivision of Outparcels 2-4 Harpeth Village P.U.D., as shown on the Plat of record at Instrument Number 20070907-0107490, in the Register's Office for Davidson County, Tennessee, to which plat reference is here made for a more complete legal description. Being part of the same property conveyed to Kimco Barclay Harpeth, L.P., a Tennessee limited partnership, by quitclaim deed recorded in instrument No. 20060314-0029283, Register's Office of Davidson County, Tennessee.

This is unimproved property known as revised Outparcel 2 on Highway 100, Nashville, Tennessee 37221-4212.

TO HAVE AND TO HOLD said tract or parcel of land together with all the improvements thereon and the appurtenances thereunto belonging unto the said Grantee, its heirs and assigns, in fee simple, forever.

GRANTOR COVENANTS with the said Grantee that it is lawfully seized and possessed of the Property, that it has a good and lawful right to sell and convey the Property, and that the Property is free from any lien or encumbrance whatsoever, except for applicable zoning and building regulations, real estate taxes for 2008 and subsequent years and

those matters shown on Exhibit A attached hereto and made a part hereof (the "Permitted Exceptions").

GRANTOR FURTHER COVENANTS with the said Grantee and binds itself and its heirs/successors and assigns, to warrant and forever defend the title thereto of said Property (subject, however, to the Permitted Exceptions) to the said Grantee, its heirs and assigns, against the lawful claims and demands of all persons claiming by, through or under Grantor.

ALL warranties of Grantor herein contained are expressly limited to those persons or parties claiming by, through or under Grantor.

WITNESS this the 14 day of October, 2008.

GRANTOR:

KIMCO BARCLAY HARPETH, L.P., a Tennessee limited partnership

By: KD Harpeth 1356, Inc., a Tennessee corporation

By: _____
Name: Daniel C. Slattery
Its: Executive Vice President

STATE OF ILLINOIS)

COUNTY OF DU PAGE)

Personally appeared before me, JOANNA G. ISDALE, a Notary Public for the state and county aforesaid, Daniel C. Slattery, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Executive Vice President of KD Harpeth 1356, Inc., a Tennessee corporation, the general partner of KIMCO BARCLAY HARPETH, L.P., a Tennessee limited partnership, the grantor, and is authorized by the grantor to execute this Special Warranty Deed on behalf of the grantor.

WITNESS my hand and seal at office this 13th day of October, 2008.

Joanna G Isdale
NOTARY PUBLIC

My Commission Expires:
12/4/2010

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

STATE OF Tennessee)

COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is: $950,000.00.

AFFIANT

Subscribed and sworn to before me, this 15th day of October, 2008.

NOTARY PUBLIC

My Commission Expires:

~~My Commission Expires MAY 2, 2011~~

DEIRDRIU COFFMAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

EXHIBIT A

PERMITTED EXCEPTIONS

1. All matters shown on Plats recorded as Instrument No. 20070907-0107490, Instrument No. 20060505-0052434, Instrument No. 20051227-0153838, all in the Register's Office for Davidson County, Tennessee.

2. Outparcel Restrictions set forth in Section 18 and other terms and provisions of Memorandum of Lease dated November 21, 2005, by and between Barclay Harpeth Partners LLC, a Florida limited liability company as Landlord and Publix Tennessee, LLC, a Florida limited liability company as Tenant, recorded as Instrument No. 20051227-0153965, said Register's Office (the "Lease").

   Said Lease being subject to First Amendment to Memorandum of Lease dated August 20, 2007, by and between Kimco Barclay Harpeth, L.P., a Tennessee limited partnership (as successor-in-interest to Barclay Harpeth Partners, LLC, a Florida limited liability company) as Landlord and Publix Tennessee, LLC, a Florida limited liability company as Tenant recorded as Instrument No. 20070827-0102787, said Register's Office.

3. Stormwater Detention Agreement by and between The Barclay Group and the Metropolitan Government of Nashville and Davidson County, recorded as Instrument No. 20051219-0151714, said Register's Office.

4. Declaration of Restrictions, Covenants and Conditions and Grant of Easements as of record in Instrument No. 20060823-0104009, said Register's Office (the "Declaration").

   Said Declaration being subject to First Amendment to Declaration of Restrictions, Covenants and Conditions and Grant of Easements (Harpeth Village, Davidson County, Tennessee) recorded as Instrument No. 20070827-0102786, said Register's Office.

5. Covenants, Conditions and Restrictions recorded as Instrument No. 20070507-0054445, said Register's Office.

6. Covenants, Conditions and Restrictions recorded as Instrument No. 20071106-0130721, said Register's Office.