Return to and
This instrument was prepared by:
Kelly L. Worman
Nelson Mullins Riley & Scarborough, LLP
315 Deaderick Street, 18th Floor
Nashville, Tennessee 37238

BILL GARRETT, Davidson County
Trans:T20120057134 DEEDWARRSP
Recvd: 08/02/12 13:33 6 pgs
Fees:33.00 Taxes:48395.63
20120802-0068593

SPECIAL WARRANTY DEED

ADDRESS OF NEW OWNER	SEND TAX BILLS TO	MAP/PARCEL NO.
Publix Tennessee, LLC P.O. Box 407 Lakeland, Florida 33802	Publix Tennessee, LLC P.O. Box 407 Lakeland, Florida 33802	156-090A-001.00CO

FOR AND IN CONSIDERATION OF the sum of THIRTEEN MILLION SEVENTY-NINE THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($13,079,900.00), the receipt and sufficiency of which are hereby acknowledged, DP HARPETH PARTNERS, LLC, a Tennessee limited liability company ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto PUBLIX TENNESSEE, LLC, a Florida limited liability company ("Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with all improvements, buildings and structures located thereon (the "Property").

The Property is improved property is known as 8028 Highway 100, Nashville, Davidson County, Tennessee.

The parties intend that the interest of Grantee in the Property shall not merge with the interest of Grantee in the Publix Lease described on Exhibit B attached hereto, and shall at all times remain SEPARATE and DISTINCT.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns forever.

And Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple and Grantor has a good right to convey the Property.

And Grantor does further covenant and bind Grantor, its successors and assigns to warrant and forever defend the title to the Property to Grantee, its successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor (other than claims arising from the matters set forth on Exhibit B), but not further or otherwise. This conveyance is expressly made subject to the matters set forth on Exhibit B

Witness my hand this 1st day of ~~July~~ August, 2012.

GRANTOR:

DP HARPETH PARTNERS, LLC, a Tennessee limited liability company

By: DP Harpeth Partners, a Tennessee general partnership, its Member

By: DK Nashville, LLC, a Florida limited liability company, its Manager and General Partner

By: DeBartolo Development, LLC, a Delaware limited liability company, its Manager

By: _____
Edward M. Kobel, Manager and ~~President~~

STATE OF Florida)
COUNTY OF Hillsborough)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Edward M. Kobel, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Manager and President of DeBartolo Development, LLC, a Delaware limited liability company, the Manager of DK Nashville, LLC, a Florida limited liability company, the Manager and General Partner of DP Harpeth Partners, a Tennessee general partnership, the Member of DP Harpeth Partners, LLC, a Tennessee limited liability company, the within named bargainor, and that he as such Manager and President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Manager and President.

Witness my hand and seal, at office, in Tampa FL, this the 27 day of July, 2012.

Carolyn A. Rapuzzi
Notary Public

My Commission Expires:

[NOTARIAL SEAL]

CAROLYN A. RAPUZZI
Notary Public - State of Florida
My Comm. Expires May 6, 2014
Commission # DD 967147
Bonded Through National Notary Assn.

STATE OF Tennessee)
COUNTY OF Davidson)

The actual consideration for this transfer is $13,079,900.00

Affiant

Subscribed and sworn to before me this the 31st day of July, 2012.

Notary Public

My Commission Expires: 5-5-15

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

EXHIBIT A

PROPERTY DESCRIPTION

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. 200708070093922, 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.

Being the same property conveyed to DP Harpeth Partners, LLC, a Tennessee limited liability company, by Deed of record in Instrument No. 20110728-0057951, in the Register's Office for Davidson County, Tennessee.

EXHIBIT B

ENCUMBRANCES

1. County and City taxes for 2012, a lien, but not yet due and payable.

2. Conditions, restrictions and easements shown on the final Plat of Harpeth Village P.U.D. of record in Instrument No. 200605050052434, in the Register's Office for Davidson County, Tennessee, and the Plat of record as Instrument No. 200512270153838, Register's Office for Davidson County, Tennessee.

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

4. 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, which provides a lien for liquidated damages.

5. Covenants, Conditions and Restrictions of record in Instrument No. 200711060130721, in the Register's Office of Davidson County, Tennessee, which provides a lien for liquidated damages.

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

7. Rights of tenants, as tenants only, under the terms of the following unrecorded leases:

   a. Lease dated January 5, 2006 between DP Harpeth Partners, LLC, a Tennessee limited liability company or its predecessor in interest ("Landlord") and Dae Sung Bae and Cindy Bae d/b/a Green Hills Cleaners ("Tenant");

   b. Lease dated June 12, 2007 between DP Harpeth Partners, LLC a Tennessee limited liability company or its predecessor in interest ("Landlord") and Pet Supermarket, Inc. ("Tenant");

   c. Lease dated November 18, 2006 between DP Harpeth Partners, LLC, a Tennessee limited liability company or its predecessor in interest ("Landlord") and SSJ Japanese Restaurant d/b/a Kyoto Japanese Steakhouse ("Tenant");

   d. Lease dated June 12, 2007 between DP Harpeth Partners, LLC, a Tennessee limited liability company or its predecessor in interest ("Landlord") and ME Bellevue, LLC, d/b/a Massage Envy as successor in interest to Camelot Enterprises I, LLC d/b/a Massage Envy ("Tenant");

   e. Lease dated May 18, 2007 between DP Harpeth Partners, LLC, a Tennessee limited liability company or its predecessor in interest ("Landlord") and Holly Watkins d/b/a State Farm Insurance ("Tenant");

f. Lease dated May 12, 2011 between DP Harpeth Partners, LLC, a Tennessee limited liability company or its predecessor in interest ("Landlord") and Southeast Pizza Partners, Inc. a Tennessee corporation d/b/a Little Caesar's Pizza ("Tenant");

g. Lease dated January 4, 2006 between DP Harpeth Partners, LLC, a Tennessee limited liability company or its predecessor in interest ("Landlord") and Xinh and Lien Mach d/b/a Li-En Nails ("Tenant");

h. Lease dated September 15, 2006 between DP Harpeth Partners, LLC, a Tennessee limited liability company or its predecessor in interest ("Landlord") and Natchez Trace Creamery, Inc., a Tennessee corporation d/b/a Marble Slab Creamery ("Tenant"); and

i. Lease dated October 28, 2008 between DP Harpeth Partners, LLC, a Tennessee limited liability company or its predecessor in interest ("Landlord") and Yang Chu, individually d/b/a China Panda Restaurant ("Tenant").

8. Memorandum of Lease for Barclay Harpeth Partners, LLC as Landlord and Publix Tennessee, LLC as Tenant 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 (the "Publix Lease").

9. The following matters disclosed by a survey prepared by James R. Freeland, RLS No. 2578, Freeland & Associates, Inc., dated June 7, 2012, last revised June 15, 2012, Drawing No. 63910 (the "Survey"):

- transformer on concrete pad encroaching over the southerly boundary of the land