BILL GARRETT, Davidson County
Trans:T20130090613 DEEDWARRSP
Recvd: 10/22/13 09:09 7 pgs
Fees:38.00 Taxes:44770.00
20131022-0109919

THIS INSTRUMENT PREPARED BY:

Barbara E. Briamonte
Kimco Realty Corporation
3333 New Hyde Park Road
New Hyde Park, New York 11042

AFTER RECORDING, RETURN TO:

Garrison Rivergate LLC
1290 Avenue of the Americas, Suite 914
New York, New York 10019
Attention: Legal Department

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into as of the 18th day of October 2013, by and between Kimco Rivergate L.P., a Tennessee limited partnership, party of the first part, and Garrison Rivergate LLC, a Delaware limited liability company, party of the second part.

WITNESSETH: That for and in consideration of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the party of the second part, the following described real estate known as The Shoppes at Rivergate, situated in the neighborhood of Madison, City of Nashville, County of Davidson, State of Tennessee and being more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with all buildings, structures, fixtures and improvements located thereon.

The property is improved with an address of: 2148 Gallatin Pike, Nashville, Tennessee 37115.

Being the same property conveyed to the party of the first part by Special Warranty Deed of record in Book 11018, Page 220 in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the aforedescribed real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the party of the second part, its successors and assigns in fee simple forever.

The party of the first part does hereby covenant with the party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except for those exceptions, reservations and other matters described on Exhibit "B" attached hereto and incorporated herein by reference; and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons claiming by, through, or under it, but not further or otherwise.

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed by and through its duly authorized officers as of the day and year first above written.

KIMCO RIVERGATE L.P.
By: Kimco Rivergate 588, Inc., its general partner

By: _____
Name: Raymond Edwards
Title: Vice President

STATE OF NEW YORK

COUNTY OF NASSAU

Before me, Teresa Cicchetti, a notary public of the state and county aforementioned personally appeared Raymond Edwards, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Vice President of Kimco Rivergate 588, Inc., a corporation, the general partner of Kimco Rivergate L.P., the within named bargainor, a limited partnership, and that such Vice President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as general partner of the limited partnership.

Witness my hand and seal, this 16th day of October, 2013.

_____
Notary Public

TERESA CICCHETTI
Notary Public, State of New York
No. 01CI4971574, Suffolk County
Commission Expires Sept. 4, 2014

My commission expires: September 4, 2014

STATE OF New York
COUNTY OF Nassau

I hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $12,100,000.00, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

_____
Affiant Raymond Edwards

Subscribed and sworn to before me this the 16th day of Oct., 2013.

_____
Notary Public

My commission expires: 9-4-14

TERESA CICCHETTI
Notary Public, State of New York
No. 01CI4971574, Suffolk County
Commission Expires Sept. 4, 2014

(SPACE BELOW THIS LINE FOR STATISTICAL AND RECORDING DATA ONLY)

TAX MAP & PARCEL NO.:

026000123]

NAME AND ADDRESS OF A PROPERTY OWNER:

Garrison Rivergate LLC
1350 Avenue of the Americas, 9th Floor
New York, NY 10019
Attention: Legal Department

NAME AND ADDRESS OF THE PERSON OR ENTITY
RESPONSIBLE FOR THE PAYMENT OF THE REAL PROPERTY TAXES

Garrison Rivergate LLC
1350 Avenue of the Americas, 9th Floor
New York, NY 10019
Attention: Legal Department

EXHIBIT A

Legal Description

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, Register's Office for Davidson County, 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;

S50° 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;

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 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 angel of 16° 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.

TOGETHER WITH:

(1) Reciprocal Easement and Development Agreement dated May 5, 1986 by and between Rivergate Properties, Ltd., and Service Merchandise Company, Inc., and recorded on May 19, 1986, in Book 6859, page 802, in the Register's Office for Davidson County, Tennessee.

(2) Joint Easement Agreement dated April 27, 1988, by and between Rivergate Properties, Ltd., and Service Merchandise Company, Inc., and recorded May 4, 1988, in book7535, page 132, in the Register's Office for Davidson County, Tennessee.

(3) Declaration of Easements and Covenants dated November 5, 1985, by Rivergate Properties, Ltd., and recorded December 4, 1985, in book 6726, page 400, in the Register's Office for Davidson County, Tennessee, and amended by Amendment to Declaration of Easements and Covenants by Rivergate Properties, Ltd., dated April 25, 1986, and recorded in Book 6852, page 537, in the Register's Office for Davidson County, Tennessee.

EXHIBIT B

Title Exceptions

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. Any mineral or mineral rights leased, granted or retained by current or prior owners.

6. Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.

7. If improvements are completed after January1 of any year the law requires supplemental assessments for the year in which improvements are completed, as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of TCA 67-5-603, et seq.

8. No insurance is afforded as to the acreage or square footage contained in the insured property.

9. Taxes and assessments for the year 2013 and subsequent years, not yet due and payable. (Map & Parcel #026-123.00 - 2012 Davidson County taxes are paid in the amount of $256,950.47)

10. All matters shown on the plat of record in Book 6250, Page 919, in the Register's Office for Davidson County, Tennessee.

11. Declaration of Easement and Covenants of record in Book 6726, page 400, as amended in Book 6852, page 537, in the Register's Office for Davidson County, Tennessee.

12. Stormwater Detention Agreement of record in Book 6815, page 342, and Book 6848, page 703, in the Register's Office for Davidson County, Tennessee.

13. Reciprocal Easement and Development Agreement of record in Book 6859, page 802, in the Register's Office for Davidson County, Tennessee.

14. Agreement Concerning Easement of record in Book 6897, page 29, in the Register's Office for Davidson County, Tennessee.

15. Easements of record in Book 7413, page 474, in the Register's Office for Davidson County, Tennessee.

16. Joint Easement Agreement of record in Book 7535. page 132, in the Register's Office for Davidson County, Tennessee.

17. Memorandum of Lease by and between Kimco Rivergate, L.P., a Tennessee limited partnership and Bed, Bath and Beyond Inc., a New York Corporation of record in Instrument No. 200210170127804, in the Register's Office for Davidson County, Tennessee.

18. Declaration of Covenant and Restriction of record in Instrument No. 200210170127805, in the Register's Office for Davidson County, Tennessee.

19. Memorandum of Lease by and between Kimco Rivergate, L.P., and Dolgencorp, LLC, a Kentucky Corporation of record in Instrument No. 200912010110000, in the Register's Office for Davidson County, Tennessee.

20. Rights of tenants as tenants only under any unrecorded leases.