

Prepared By/Record and Return To:

Return to: ND4

Republic Title of Texas, Inc.

2626 Howell Street, 10th Floor

Dallas, Texas 75204

1002-20939

Parcel ID #32045-008102-001-00

SPECIAL WARRANTY DEED

THIS INDENTURE is made, executed and delivered this 24 day of July, 2013, between **KIMCO MIDDLEBURG, LLC**, a Florida limited liability company, whose post office address is 3333 New Hyde Park Road, New Hyde Park, New York 11042 ("Grantor") and **7-ELEVEN, INC.**, a Texas corporation, whose post office address is Attn: Corporate Real Estate, P.O. Box 711, Dallas, Texas 75221-0711 ("Grantee").

W I T N E S S E T H:

That the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to the said Grantee, its legal representatives, successors and assigns forever, the following described land (the "Land"), situate, lying and being in the County of Clay, State of Florida:

See Exhibit "A" attached hereto and by this
reference made a part hereof.

together with all tenements, hereditaments and appurtenances of Grantor belonging or in any wise appertaining to the Land, (collectively, the "Property"), subject to the permitted encumbrances set forth on Exhibit B attached hereto and by this reference made a part hereof (the "Permitted Encumbrances").

To have and to hold the Property in fee simple forever.

Except as set forth in the Permitted Encumbrances, the said Grantor does hereby fully warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

Except for the express representations, warranties and indemnifications of Grantor set forth in that certain Purchase Contract dated July 20, 2012 (the "Contract") and those liabilities expressly retained by Grantor in Article 6 of the Contract, the Property is hereby transferred to Grantee in its "AS IS, WHERE IS, WITH ALL FAULTS" condition, without any further representations, warranties, covenants or indemnifications (other than as expressly set forth in the Contract), express or implied, of any kind or nature; provided, however, that nothing contained in this paragraph shall limit the warranties otherwise set forth in this deed. Without limiting the generality of the foregoing, Grantee hereby further

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acknowledges and agrees that warranties of merchantability and fitness for a particular purpose are excluded from the transaction contemplated hereby

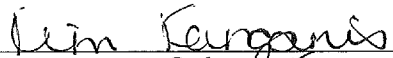
The individuals who comprise a part of Grantor, if any, under oath aver that the Property and any adjoining property they own is not homestead as defined under the laws and the constitution of the State of Florida.


IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed in its name as of the day and year first above written.

Signed and delivered
in the presence of:

KIMCO MIDDLEBURG, LLC

By:  KD Middleburg 1247, Inc., a Florida
corporation, its Managing Member


Print Name: Kim Kanganis


Print Name: Josephine Engle


By: 
Name: Raymond Edwards
Title: Vice President

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STATE OF New YorkCOUNTY OF Nassau

I HEREBY CERTIFY that on this day, before me, the undersigned notary public, duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Raymond Edwards, the Vice President of KD MIDDLEBURG 1247, INC., a Florida corporation, being the managing member of Kimco Middleburg, LLC, to me personally known to be the person described in and who executed the foregoing instrument ~~or has produced~~ _____ as identification and who did not take an oath, and acknowledged the execution thereof to be his/~~her~~ free act and deed as such duly authorized representative for the uses and purposes therein expressed, and the said instrument is the act and deed of said Corporation.

WITNESS my hand and official seal at New Hyde Park, NY, Nassau County, this 23 day of July, 2013.


Notary Public
Print Name: Lena M. Thomas

My Commission Expires: 11/2/2014

[Notarial Seal]

LENA M. THOMAS
Notary Public, State of New York
No. 01TH6015693
Qualified in Nassau County
Commission Expires November 2, 2014

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EXHIBIT "A"

LEGAL DESCRIPTION

OUTPARCEL 2

A PART OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH $00^{\circ}21'06''$ EAST ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 3876.85 FEET TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 21 (BLANDING BOULEVARD); THENCE NORTH $55^{\circ}02'48''$ EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 21, A DISTANCE OF 40.09 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BRANNAN FIELD ROAD (A 90 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH $55^{\circ}02'48''$ EAST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 21, A DISTANCE OF 1046.21 FEET TO THE POINT OF BEGINNING; THENCE NORTH $34^{\circ}57'12''$ WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 221.33 FEET; THENCE NORTH $11^{\circ}37'31''$ EAST, A DISTANCE OF 21.82 FEET; THENCE NORTH $55^{\circ}02'48''$ EAST, A DISTANCE OF 192.15 FEET; THENCE SOUTH $34^{\circ}57'12''$ EAST, A DISTANCE OF 236.33 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH $55^{\circ}02'48''$ WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 208.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

PERMITTED ENCUMBRANCES

1. The lien of the taxes for the year 2013 and all subsequent years, which are not yet due and payable.
Tax Collector Account No.: 320425-008102-001-00
2012 taxes are PAID. Gross amount: \$141,309.14
2. The terms, provisions and conditions contained in that certain Utility Agreement recorded in Official Records Book 777, Page 718, as affected by Quit-Claim Deed recorded in Official Records Book 1015, Page 52 and Subordination of Utility Interests recorded Official Records Book 1720, Page 1367.
3. Restrictions and any other terms, covenants and conditions disclosed by Declaration of Covenants and Restrictions for Operation and Maintenance of Surface Water or Storm Water Management recorded in Official Records Book 1360, Page 721.
4. The terms, provisions and conditions contained in that certain Restriction Agreement and Grant of Easements recorded in Official Records Book 2558, Page 437, as affected by First Amendment to Restriction Agreement and Grant of Easements recorded in Official Records Book 2799, Page 2137, Supplemental Agreement recorded in Official Records Book 2820, Page 921 and Second Amendment to Restriction Agreement and Grant of Easements recorded in Official Records Book 2971, Page 927, and Third Amendment to Restriction Agreement and Grant of Easements recorded in Official Records Book 3549, Page 2196 and Book 3550, Pages 1-11.
5. The terms, provisions and conditions contained in that certain Common Facilities Maintenance Agreement recorded in Official Records Book 2558, Page 504, as affected by First Amendment to Common Facilities Maintenance Agreement recorded in Official Records Book 2971, Page 908.
6. Terms, conditions and other provisions contained in that certain Development Agreement as evidenced by Memorandum of Development Agreement recorded in Official Records Book 2559, Page 1011.
7. Easement granted to BellSouth Telecommunications, Inc., a Georgia corporation recorded in Official Records Book 2626, Page 146.
8. The terms, provisions and conditions contained in that certain Developer Agreement for the Water and Wastewater Infrastructure for Plantation Crossing recorded in Official Records Book 2884, Page 2108, as affected by Modification of Developer Agreement recorded in Official Records Book 2893, Page 1723 and Second Modification of Developer Agreement recorded in Official Records Book 3048, Page 55.
9. Grant of Easement to Clay County Utility Authority recorded in Official Records Book 2922, Page 1997.
10. The terms, provisions and conditions contained in that certain Developer Agreement regarding Off-Site Water Main Extension to Plantation Crossing recorded in Official Records Book 2932, Page 1341.
11. Restrictions and any other terms, covenants and conditions disclosed by Covenants, Conditions and Restrictions recorded in Official Records Book 2998, Page 1101, as affected by First Amendment to Covenants, Conditions and Restrictions.
12. Right-of-Way Easement granted to Clay Electric Cooperative, Inc., a Florida corporation recorded in Official Records Book 3041, Page 2187.