Box 36

THIS INSTRUMENT PREPARED BY:
Douglas A. Brace, Attorney
ORTALE, KELLEY, HERBERT & CRAWFORD, LLP
200 Fourth Avenue, North
Nashville TN 37219

BOOK 10863 PG 69

WARRANTY DEED

Name and Address of New Owner:
Kroger Limited Partnership, I
2620 Elm Hill Pike
Nashville, Tn., 37214

Send Tax Bills To:
Kroger Limited Partnership I
2620 Elm Hill Pike
Nashville, Tn., 37214

Map/Parcel:
161-259.00

Street Address of Subject Property:
Edmondson Pike & Old Hickory Boulevard
Nashville, TN 37211

FOR AND IN CONSIDERATION of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **KIMBRO EQUITIES I, a Tennessee general partnership, "Grantor",** has bargained and sold, and by these presents does transfer and convey unto **KROGER LIMITED PARTNERSHIP I, "Grantee",** a certain tract or parcel of land in **Davidson County, State of Tennessee,** more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO FOR PROPERTY DESCRIPTION

The conveyance of the above described parcel of land is subject to the following:

1. Taxes and assessments for 1998 and subsequent years, a lien, but not yet due and payable.

2. Matters shown on Plan of record in Book 7900, page 62, Register's Office for Davidson County, Tennessee.

3. Any and all zoning regulations, setback lines, if any, easements and rights of way for public utilities that may be applicable to the lot in question.

4. **The property conveyed hereby shall not be used for the sale of petroleum products or for a convenience market except in the event that products of Kimbro Oil Company, or its affiliates or successors, are sold at such store or market.** The foregoing restriction shall be for the benefit of Grantor and Kimbro Oil Company, and their successors and assigns, only, and not for any other party or person. The foregoing restriction shall terminate, and be of no further force or effect fifty (50) years from the date of this deed.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its heirs and assigns, forever, and GRANTOR does covenant with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and GRANTOR does further covenant and bind itself, its heirs, successors, assigns and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, its heirs

and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS its hand this 31st day of March, 1998.

KIMBRO EQUITIES I,
a Tennessee general partnership

BY: _____
Harlon J. Kimbro, Jr.,
Partner

BY: _____
William Clinton Kimbro
Partner

BY: Anne K. Frost
Anne K. Frost,
Partner

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared Harlon J. Kimbro, Jr., William Clinton Kimbro and Anne K. Frost, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath acknowledged themselves to be all of the partners of Kimbro Equities I, a Tennessee General Partnership, the within named bargainor, and that as such partners, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 31st day of March, 1998.

_____
NOTARY PUBLIC
My commission expires: _____

NOTARY PUBLIC AT LARGE
Douglas A. Brace
My Commission Expires November 24, 2001
STATE OF TENNESSEE

3268 03/31 0101 03CHECK $116.13

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

The actual consideration or value whichever is greater for this transfer is $2,188,955.34.

_____
Affiant

Subscribed and sworn to before me, this the 30th day of March, 1998.

_____
NOTARY PUBLIC
My commission expires: _____

NOTARY PUBLIC AT LARGE
Douglas A. Brace
My Commission Expires November 24, 2001
STATE OF TENNESSEE

98 MAR 31 PM 3:10

04119165

IDENTIF. & REFERENCE

EXHIBIT "A"

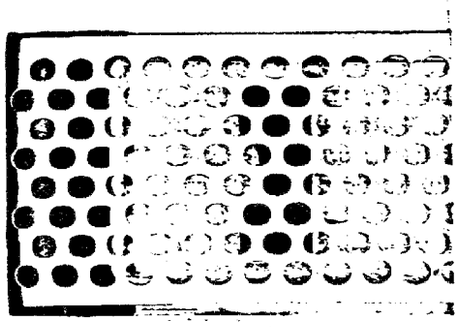
Being a tract of land lying in Nashville, Davidson County, Tennessee, and also being part of Edmondson Crossing Shopping Center, as of record in Plat Book 7900, page 62, at the Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an existing iron rod at the intersection of the westerly right-of-way line of Edmondson Pike, right-of-way varies, and the northerly property line of the property of Ollie R. and Dorothy Kennedy, as of record in Deed Book 9742, page 584, at the Register's Office for Davidson County, Tennessee; thence leaving the westerly right-of-way line of Edmondson Pike with the northerly property line of Ollie R. and Dorothy Kennedy, North 88 deg. 14 min. 13 sec. West, 394.11 feet to an existing iron rod; thence South 89 deg. 04 min. 49 sec. West, 389.85 feet to an existing iron rod in the easterly property line of the property of Walter Williams, et ux, as of record in Deed Book 5828, page 730, at the Register's Office for Davidson County, Tennessee; thence with the easterly property line of Walter Williams, et ux, North 06 deg. 12 min. 48 sec. East, 301.26 feet to an existing iron rod; thence North 06 deg. 46 min. 57 sec. East, 378.10 feet to an existing iron rod; thence North 06 deg. 56 min. 50 sec. East, 101.90 feet to an existing iron rod in the southerly right-of-way line of Old Hickory Boulevard, right-of-way varies; thence with the southerly right-of-way line of Old Hickory Boulevard, South 48 deg. 05 min. 31 sec. East, 29.19 feet to an existing iron rod; thence South 51 deg. 17 min. 49 sec. East, 127.98 feet to an existing iron rod; thence South 49 deg. 27 min. 22 sec. East, 103.37 feet to an existing iron rod; thence South 68 deg. 44 min. 05 sec. East, 58.85 feet to an existing iron rod; thence South 10 deg. 56 min. 16 sec. West, 21.67 feet to an existing iron rod; thence South 67 deg. 25 min. 20 sec. East, 86.54 feet to an existing iron rod; thence North 20 deg. 04 min. 37 sec. East, 21.00 feet to an existing iron rod; thence South 54 deg. 46 min. 37 sec. East, 22.08 feet to an existing iron rod; thence South 79 deg. 10 min. 44 sec. East, 53.45 feet to an existing iron rod; thence leaving the southerly right-of-way line of Old Hickory Boulevard with a severance line through the property of said Edmondson Crossing Shopping Center, South 36 deg. 44 min. 26 sec. East, 92.03 feet to a point; thence South 07 deg. 56 min. 19 sec. West, 193.59 feet to a point; thence South 88 deg. 15 min. 57 sec. East, 260.21 feet to an existing iron rod in the westerly right-of-way line of Edmondson Pike; thence with the westerly right-of-way line of Edmondson Pike along a curve to the right, with an arc length of 67.60 feet, the radius of which is 2832.79 feet, the central angle of which is 01 deg. 22 min. 02 sec., the chord of which is South 00 deg. 13 min. 23 sec. West, 67.60 feet to an existing iron rod; thence South 00 deg. 55 min. 12 sec. West, 173.37 feet to an existing iron rod; thence South 00 deg. 36 min. 45 sec. East, 22.03 feet to the point of beginning, containing 374.416 square feet (8.594 acres, more or less).

INCLUDING a non-exclusive easement for ingress and egress across adjacent Lot No. 1, a 1.33 acre parcel (Map 161, Parcel 275), described as follows:

Beginning at a point in the southern margin of Old Hickory Blvd., said point being the northwest corner of Lot No. 1 and also the northwest corner of this easement; thence with said right-of-way, South 73 deg. 55 min. 31 sec. East, 80.20 feet to a point; thence South 76 deg. 10 min. 30 sec. East, 38.01 feet to a point; thence leaving said right-of-way, South 50 deg. 41 min. 30 sec. West, 34.58 feet to a point; thence South 10 deg. 40 min. 45 sec. West, 219.57 feet to a point; thence North 85 deg. 31 min. 31 sec. West, 31.02 feet to a point; thence North 10 deg. 40 min. 45 sec. East, 193.59 feet to a point; thence North 34 deg. 00 min. 00 sec. West, 92.05 feet to the point of beginning.

Being a portion of the property conveyed to Kimbro Equities I, a Tennessee general partnership, by Deed from Property Asset Management, Inc., a Delaware corporation, of record in Book 9142, page 376, Register's Office for Davidson County, Tennessee.



OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 10863 PG 73

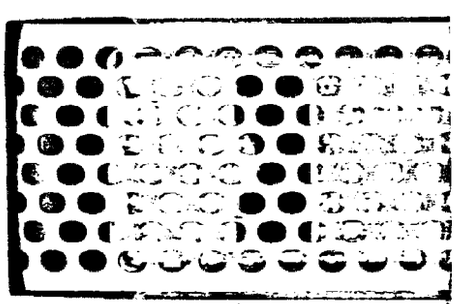
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT	
	2188955.34
CON TX	8099.13
PRFEE	1.00
WDEED	16.00
TOTAL	8116.13
CHECK	8116.13

03/31/98 01 15:12 0001 3268

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



041965
IDENTIF. # REFERENCE

98 MAR 31 PM 3:10

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 1273535