CTIC 35

BOOK 11124 PAGE 609

Prepared by
and return to:

Piper Allan Severns, Esquire
Bogin, Munns and Munns
250 North Orange Avenue
Eleventh Floor
Orlando, FL 32802

Map 161
Parcel 32

SPECIAL WARRANTY DEED

THIS INDENTURE is made and entered into as of the 21st day of September, 1998 by Bruno's, Inc., an Alabama corporation ("Grantor") in favor of Albertson's, Inc., a Delaware corporation ("Grantee").

WITNESSETH

THAT FOR AND IN consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has bargained and sold, and hereby bargains, sells, conveys and confirms unto Grantee that certain real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD the Property, together with all the appurtenances and hereditaments thereunto belonging or in anywise appertaining unto Grantee, its heirs, successors and assigns in fee simple forever.

GRANTOR HEREBY covenants with Grantee that it is lawfully seized in fee of the Property; that is has good right to sell and convey the same; that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons by, through or under Grantor; and that it is unencumbered except for the matters set forth in Exhibit "B" attached hereto and made a part hereof and 1998 real property taxes; however, reference to such matters shall not serve to reimpose same.

THERE ARE NO express or implied warranties given to Grantee by Grantor in connection with the sale and transfer of the hereindescribed property except as set forth herein, in the other closing documents relative to this transfer, and in that certain Option Agreement between Grantor and Grantee dated as of July 29, 1998 ("Option Agreement"). By acceptance of this Special Warranty Deed, Grantee disclaims any and all warranties of merchantability and fitness that may be due from Grantor to Grantee with regard to the hereindescribed property.

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

WITNESSES

R. Nicholas Cauley
Assistant Secretary

R. Nicholas Cauley
Assistant Secretary

GRANTOR

Bruno's, Inc., an Alabama corporation

By: _____
James J. Hagan
Its: Executive Vice President

By: Walter M. Grant
Its: Senior Vice President

STATE OF Alabama
COUNTY OF Jefferson

Before me, a Notary Public in and for said state and county, personally appeared James H Hagan, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be such person) and who, upon oath, acknowledged to be the authorized Executive VP of Bruno's, Inc., the within named bargainer, an Alabama corporation, and that he/she executed the foregoing instrument for the purposes therein contained by subscribing the name of the officer, by himself or herself as authorized officer thereof.

WITNESS my hand and Notarial Seal at office this 21st day of September, 1998.

Peggy B Fiske
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan. 11, 2001.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

My commission expires:

STATE OF Alabama
COUNTY OF Jefferson

Before me, a Notary Public in and for said state and county, personally appeared Walter N Grant, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be such person) and who, upon oath, acknowledged to be the authorized Senior VP of Bruno's, Inc., the within named bargainer, an Alabama corporation, and that he/she executed the foregoing instrument for the purposes therein contained by subscribing the name of the officer, by himself or herself as authorized officer thereof.

WITNESS my hand and Notarial Seal at office this 21st day of September, 1998.

Peggy B Fiske
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan. 11, 2001.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

My commission expires:

Property Address:
5527 Edmondson Pike
Nashville, TN 37211

Address of Owner and Mail tax bills to:

Albertson's Inc.
250 Parkcenter Boulevard
Boise, ID 83726
Attn: Legal Department

This Special Warranty Deed is exempt from documentary conveyance/transfer tax pursuant to 11 U.S.C. 1146 (c), and this Special Warranty Deed is given pursuant to the authorization to transfer as set forth in that certain Order of the United States Bankruptcy Court District of Delaware filed in Chapter 11 Case Nos. 98-212 (SLR) through 98-223 (SLR) (Jointly Administered) In re: PWS Holding Corporation, Bruno's, Inc., et al., Debtors.

Store #182 (#4726)

EXHIBIT "A"

BOOK 11124 PAGE 611

The Land is described as follows:

Land in Davidson County, Tennessee, being Lot No. 1 on the P.U.D. Boundary Plat and Subdivision Plat for Food Max Shopping Center, of record in Book 7900, page 127, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at a point in the westerly margin of Edmondson Pike, said point being the northeast corner of Lot No. 1; thence with said margin, South 19 degrees 52 minutes 20 seconds East 91.31 feet; thence continuing with said margin South 15 degrees 17 minutes 49 seconds East 99.72 feet to a point; thence South 87 degrees 45 minutes 42 seconds West 103.20 feet to a point; thence South 27 degrees 52 minutes 37 seconds West 184.97 feet to a point; thence South 87 degrees 45 minutes 42 seconds West 204.54 feet to a point; thence South 20 degrees 41 minutes 41 seconds East 243.51 feet to a point; thence South 47 degrees 45 minutes 52 seconds West 37.97 feet to a point in the northerly margin of Old Hickory Boulevard; thence with said margin and with a curve having a radius of 473.22 feet northwestwardly a distance of 44.78 feet; thence continuing with said margin, North 49 degrees 34 minutes 07 seconds West 110.50 feet to a point; thence continuing with said margin and with a curve having a radius of 741.20 feet westwardly a distance of 468.94 feet to a point; thence continuing with said margin, North 85 degrees 49 minutes 07 seconds West 110.61 feet to a point in said margin; thence leaving said margin North 31 degrees 37 minutes 40 seconds East 4.99 feet; thence North 52 degrees 43 minutes 20 seconds East 209.13 feet to a point; thence North 4 degrees 46 minutes 30 seconds West 501.70 feet to a point; thence South 76 degrees 09 minutes 41 seconds East 463.00 feet to a point; thence South 61 degrees 30 minutes 35 seconds East 159.42 feet to a point; thence South 62 degrees 07 minutes 23 seconds East 246.03 feet to the point of beginning.

Being the same property conveyed to Bruno's Inc., an Alabama corporation, by deed from Peter H. Curry, Trustee, of record in Book 6947, page 527, Register's Office of Davidson County, Tennessee.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

4547 09/24 0101 03CHECK 13

98 SEP 24 AM 9:42
BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

04913 79
IDENTIF. A REFERENCE

EXHIBIT "B"

Drainage Easements, 25-foot NES Easement, 10-foot Waterline Easement and Detention Pond Easement, all as reflected on that certain Plan of Food Max Shopping Center, recorded in Book 7900, page 127, Register's Office for Davidson County, Tennessee.

The rights of upper and lower riparian owners to the free and unobstructed flow of the water of Seven Mile Creek River without diminution or pollution.

Sanitary sewer easement of record in Book 6489, page 349, Register's Office for Davidson County, Tennessee.

Sanitary sewer easement of record in Book 6218, page 56, Register's Office for Davidson County, Tennessee.

Easements in favor of the United States of America of record in Book 1149, page 569, Book 1153, page 375 and in Book 2438, page 384, Register's Office for Davidson County, Tennessee.

Agreement for Dedication of Easement for Sanitary Sewers, Storm Drainage, Water Mains and Appurtenances in Book 7066, page 411, Agreement, in said Register's Office.

Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage in Book 7322, page 347, in said Register's Office.

Storm Water Detention Agreement of record in Book 8076, page 662, in said Register's Office.

Agreement for Dedication of Easement for Water Mains and Appurtenances of record in Book 8131, page 836, in said Register's Office.

Water Service Line Easement of record in Book 9410, page 92, and in Book 9410, page 98, in said Register's Office.

Permanent easement for construction and maintenance of a drainage facility conveyed by Bruno's, Inc. and its subsidiary, Food Max of Tennessee, Inc., to the State of Tennessee, of record in Book 7984, page 949, in said Register's Office.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED