GRANT DEED

THE GRANTOR, SAFEWAY INC., a Delaware corporation

for the consideration of FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($575,000.00) paid to an accommodation pursuant to an IRC 1031 exchange, does hereby convey and specially warrants to DENNIS J. BRINSON and SUSAN ELISE BRINSON, husband and wife, an undivided 50% interest as community property and to DENNIS J. BRINSON an undivided 50% interest as his sole and separate property ("Grantee"), that real property (including rights and privileges appurtenant thereto) located in the City of Vallejo, State of California, described on Exhibit A attached hereto and incorporated herein by reference.

"Grantee's conveyance of the property described in this deed (the "Property") is subject to the following restrictive covenant:

"For fifteen (15) years following the date of recording of this deed, no more than 12,500 square feet of the Property conveyed hereby (or any improvement hereafter constructed thereon or any portion thereof) shall be occupied or used, directly or indirectly, for the purposes of a general market or a grocery store, meat market, fish market, fruit store, vegetable store, prescription pharmacy or any combination thereof.

"Grantee acknowledges and agrees that Grantor would not convey the Property without the restrictive covenants set forth herein and the covenant is a material portion of the consideration for the conveyance of the Property. In the event of any violation or threatened violation by any person of the restrictive covenant, Grantor shall have the right to enjoin such violation, or threatened violation, to bring an action for specific performance in a court of competent jurisdiction or to bring an action at law for the damages. In the event a party brings an action to enforce or interpret or seek redress for breach of the restrictive covenant, the prevailing party in such action shall be entitled to its costs and reasonable attorneys' fees incurred at trial, on appeal or on petition for review, in addition to all other appropriate relief.

"If the duration of the restrictive covenant is determined to be unreasonably long by a court of competent jurisdiction, then it shall be deemed automatically amended to the maximum period of time as the court determines to be reasonable, and if any other clause, sentence or other portion of this deed shall be come illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion shall remain in full force and effect. The restrictive covenant shall run with the land and be binding on
and inure to the benefit of the heirs, successors and assigns of Grantor and Grantee."

Dated this ___ day of September, 2000.

GRANTOR:
SAFEWAY INC.,
a Delaware corporation

By __________________________

Wendy Mitchell
(typed or printed name)
Its Assistant Vice President

By __________________________

Steven J. Gouge
(typed or printed name)
Its Assistant Secretary

STATE OF CALIFORNIA)
County of ______________

(See attached certificate)

This instrument was acknowledged before me on _____________, 2000, by
_________________________ as Assistant Vice President and by
_________________________ as Assistant Secretary of Safeway Inc., a Delaware
corporation.

Notary Public in and for said County and State
ACKNOWLEDGMENT

STATE OF CALIFORNIA )

) ss.
COUNTY OF ALAMEDA )

On September 8, 2000, before me, Janice M. Palmer, Notary Public, personally appeared Wendall Mitchell and Steven J. Gouig, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]

(Janice M. Palmer
Commission 1273100
Notary Public-California
Alameda County
My commission expires Aug 8, 2004)

Notice. Document's contents may not reproduce micrographically due to poor legibility.
REAL PROPERTY in the City of Vallejo, County of Solano, State of California, described as follows:

Parcels 402, 403A & 404, as shown on that certain Parcel Map recorded March 13, 1967 in Book 1 of Parcel Maps, at Page 59, Solano County Records.

Being further described as, being a portion of Lots 3, 4, 5, 6, 11, 12, 13, 14 and a portion of Garford Alley and all of Lots 7, 8, 15 and 16 of Block 246 as said lots, blocks and alleys are shown on that certain Map entitled, "Map of the City of Vallejo", made by E. H. Rowe, C.E., and filed in the Office of the County Recorder of the County of Solano, State of California, September 19, 1888 and recorded in Book 1 of Maps, Page 123, bounded and more particularly described as follows:

Beginning at the northeast corner of said Lot 16 of said Block 246 and said point being the southwest corner of York Street and Marin Street intersection as said streets are shown on that certain Map entitled "Map of the City of Vallejo" made by E.H. Rowe, C.E., and filed in the Office of the County Recorder of the County of Solano, State of California, September 19, 1888 and recorded in Book 1 of Maps, Page 123; thence North 87° 52' 18" West, 125.95 feet along the South side of said York Street; thence South 2° 07' 42" West, 118.00 feet; thence North 87° 52' 18" West, 127.25 feet; thence South 9° 07' 22" West, 141.51 feet; thence South 77° 02' 53" East, 72.71 feet; thence easterly 86.90 feet along a tangent curve concave to the North, having a radius of 460.00 feet, through an angle of 10° 49' 25", thence South 87° 52' 18" East, 112.63 feet to the west line of said Marin Street; thence North 2° 07' 42" East, 280.29 feet along said West line of said Marin Street to the point of beginning.

A.P.No.: 055-170-290
EXHIBIT B

Lease dated June 19, 1989, by and between Property Development Associates as lessor and Andrew Bealer as lessee.