Davidson County DEEDWARRSP
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Fees:38.00 Taxes:925.00
20141114-0105490

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THIS INSTRUMENT PREPARED BY:
Frederick B. Tyler, Jr.,
Mid South Waffles, Inc.
5986 Financial Drive
Norcross, GA 30071
Telephone: 770-729-5700
(as counsel to Grantee only)

# SPECIAL WARRANTY DEED

| Address New Owner(s) | Send Tax Bills To: | Being a portion of Map & Parcel # 07500001500 |
|---|---|---|
| Mid South Waffles, Inc.<br>5986 Financial Drive<br>Norcross, GA 30071 | Mid South Waffles, Inc.<br>5986 Financial Drive<br>Norcross, GA 30071<br>Attn: Tax Department | |

FOR AND IN CONSIDERATION of the sum of TEN AND N0/100 ($10.00) DOLLARS cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, **RICHLAND SOUTH, LLC,** a Tennessee limited liability company ("**Grantor**") has bargained and sold, and by these presents transfers and conveys unto **MID SOUTH WAFFLES, INC.**, a Georgia corporation ("**Grantee**"), its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described ON **EXHIBIT "A"** attached hereto (the "**Property**"). This is unimproved property located at 4120 Lebanon Pike, Nashville, Davidson County, Tennessee.

TO HAVE AND TO HOLD said Property with the appurtenances, hereditaments, estate, title, and interest thereto belonging to Grantee, its successor and assigns, forever. Grantor covenants that Grantor is lawfully seized and possessed of said Property in fee simple, has good right to convey it, and that same is unencumbered, except for taxes for the years 2015 and thereafter and matters shown on **EXHIBIT "B"** attached hereto (collectively, "**Permitted Encumbrances**").

Grantor further covenants and binds itself and its successor and assigns to warrant and forever defend the title to said Property to Grantee, and its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, except claims arising out of the Permitted Encumbrances.

By its execution and delivery of this Deed, Grantor herein warrants and covenants that for a period equal to the lesser of (a) fifty (50) years after the date this Deed is recorded and (b) the maximum time allowed under state law as of the date this Deed is recorded, Grantor will not buy, sell, lease or otherwise make available any land either now controlled by Grantor or which becomes subject to Grantor's control subsequent to the date this Deed is recorded, within one city block or 1,000 lineal feet, whichever is greater, of the Property (not including the Property) (such area which does not include the Property being referred to herein as the "**Restricted Land**") for use for any restaurant or foodservice purposes (including, without limitation, any fast food, sit-down, carry-out or drive-through restaurant, café, diner, buffet, or self-service food counter or the service or provision of food for consumption on or off such Restricted Land which has been prepared, assembled, packaged or cooked on such Restricted Land) and regardless of whether such use is the primary or subordinate use of such Restricted Land. This covenant shall run with title to the Restricted Land and shall be binding upon Grantor, its successors and assigns. Grantor does further agree that it will not convey any parcel within the Restricted Land except by lease or deed containing restrictive covenants equivalent to the above. Any subsequent purchaser or lessee of the Restricted Land does hereby agree to be bound by these same provisions and agrees that the foregoing covenant is attached to and runs with title to such Restricted Land.

*[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGE]*

**IN WITNESS WHEREOF**, Grantor executed this instrument on this 6th day of November, 2014.

**GRANTOR**:

RICHLAND SOUTH, LLC,
a Tennessee limited liability company

By: _____
Hassan Mousavi
Its: Sole Member

STATE OF TENNESSEE )
COUNTY OF WILLIAMSON )

Personally appeared before me the undersigned authority, a Notary Public in and for the State and County aforesaid, the within named **Hassan Mousavi**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged himself to be the Sole Member of Richland South, LLC, the within named bargainor, a Tennessee limited liability company, and who upon oath acknowledged that he as such Member executed the foregoing instrument for the purposes therein contained and that the same is the free act and deed of said limited liability company, and the free act and deed of him personally and as such Member.

WITNESS my hand, at office, as of the 6th, day of November, 2014.

(Affix Seal)

_____
Notary Public
My Commission Expires: _____

WILLIAM W. BURTON
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 3, 2016

## AFFIDAVIT OF VALUE

STATE OF GEORGIA )
COUNTY OF GWINNETT )

I, Jeffrey S. Cole, the Authorized Signatory of Mid South Waffles, Inc., a Georgia corporation, hereby swear or affirm that, to the best of my knowledge, information and belief, the actual consideration for this transfer or value of the property or interest in property transferred, whichever is greater, is $250,000.00.

Affiant:

**Jeffrey S. Cole**, as the Authorized Signatory of Mid South Waffles, Inc.

Subscribed and sworn before me, this 6, day of November, 2014.

Notary Public
My Commission Expires: 10-6-2017

(Affix Seal)



## EXHIBIT "A"

## Property

Land situated in the 11th Council District of Davidson County, Tennessee, being **Lot 2A** on the Final Plat Hermitage Commercial Center Resubdivision of Lot 2 on the Final Subdivision Plat of Hermitage Commercial Center, of record in Instrument Number 20141104-0101614 in the Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Commencing at an iron rod found, set by Volunteer Surveying, being the southeasterly property corner of Shandmaker Holdings, G.P., of record in Instrument Number 20030224-0024181, in the Register's Office for Davidson County Tennessee, thence with the northerly margin of Lebanon Pike in a southwesterly direction, a distance of 230 feet to an iron rod set, said rod being the south easterly corner of Lot 2A in the aforementioned plat and the point of beginning; thence with said margin along a curve turning to the left, with a radius of 6,942.78 feet, with a chord bearing of North 37 degrees 28 minutes 17 seconds East and chord length of 130.79 feet, a distance of 130.80 feet to an iron rod set with a Dale and Associates cap along the margin of a railroad; thence leaving the margin of Lebanon Pike and with the margin of the railroad, North 12 degrees 23 minutes 49 seconds West, a distance of 281.55 feet to an iron rod set, said rod being a common corner with Lot 2B of said plat; thence leaving the margin of the railroad and with the lot line, North 77 degrees 36 minutes 11 seconds East, a distance of 100.00 feet to an iron rod set; thence continuing with the line of Lot 2B, South 12 degrees 23 minutes 48 seconds East, a distance of 197.25 feet to the point of beginning having an area of 23,966.99 square feet or 0.55 acres of land.
The lot herein described is a portion of Lot Number 2 on the Final Subdivision Plat of Hermitage Commercial Center, of record in Instrument Number 20020711-0083649, in the Register's Office for Davidson County, Tennessee and is based upon survey work conducted by Dale and Associates in September of 2014.

The foregoing Lot 2A being a portion of the land conveyed to Grantor by virtue of a Deed from Binkley Family Investments, LP recorded under Instrument No. 20130603-0055820, in the aforesaid Register's Office.

TOGETHER WITH AND SUBJECT TO the non-exclusive easements and rights set forth in that certain Declaration of Reciprocal Easements, Restrictions and Maintenance Agreement recorded under Instrument No. 20030218-0021057 in the aforesaid Register's Office, as amended by the First Amendment to Declaration to Reciprocal Easements, Restrictions and Maintenance Agreement recorded on or about even date hereof under Instrument No. 20141114-0105489 in the aforesaid Register's Office.

## EXHIBIT "B"

## Permitted Encumbrances

1. Taxes and assessments for the year of 2015, a lien not yet due and payable.

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

3. All matters show on the Plat of record in Instrument No. 200207110083649, Register's Office for Davidson County, Tennessee.

4. Declaration of Reciprocal Easements, Restrictions and Maintenance Agreement of record in Instrument No. 200302180021057, Register's Office for Davidson County, Tennessee as amended by that First Amendment to Declaration of Reciprocal Easements, Restrictions and Maintenance Agreement recorded under Instrument No.: 20141114-0105489, in said Register's Office.

5. Stormwater Detention Agreement of record in Instrument No. 200107160075055, Register's Office for Davidson County, Tennessee.

6. Stormwater Detention Agreement of record in Instrument No. 200205300065783, Register's Office for Davidson County, Tennessee.

7. Stormwater Detention Agreement of recorded in Instrument No. 20141028-009927 in Register's Office for Davidson County, Tennessee.

8. All matters shown on the "Final Plat, Hermitage Commercial Center, Resubdivision of Lot 2 on the Final Subdivision Plat of Hermitage Commercial Center" recorded on November 4, 2014 under Instrument No. 20141104-0101614 in the Register's Office for Davidson County, Tennessee.

9. Easement, Covenant and Maintenance Agreement by and between Richland South, LLC and Mid South Waffles, Inc. recorded under Instrument No.: _____, in said Register's Office.

# True Copy Certification

I, William L. Rosenberg, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration therewith and that this is a true and correct copy of the original documents executed and authenticated according to law.

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Jodean M. King, a notary public for this county and state, William L. Rosenberg who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 6/20/2017

Notary Seal:

