THIS INSTRUMENT PREPARED BY: **James F. Watkins, Esq.** **Maynard Cooper & Gale, P.C.** **3835 Cleghorn Avenue, Suite 250** **Nashville, Tennessee 37215** Karen Johnson Davidson County Batch# 723092 DEEDWARR 09/24/2021 08:42:30 AM 6 pgs Fees: $33.00 Taxes: $1,798.36 20210924-0128319	STATE OF ALABAMA COUNTY OF MOBILE The actual consideration or value, whichever is greater, for this transfer is $486,042.00 Affiant Subscribed and sworn to before me, this 21st day of September, 2021. Notary Public My Commission Expires: 08/10/2024

GENERAL WARRANTY DEED

Address of New Owner:	Send Tax Bills To:	Map-Parcel Number(s):
Waffle House, Inc. Post Office Box 6450 Norcross, Georgia 30091	New Owner	134-14-0-054.00

FOR AND IN CONSIDERATION of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **EZELL HOLDINGS, LLC**, an Alabama limited liability company ("**Grantor**"), has bargained and sold, and does hereby transfer and convey unto **WAFFLE HOUSE, INC.**, a Georgia corporation ("**Grantee**"), its successors, heirs and assigns, that certain tract or parcel of land in the City of Nashville, Davidson County, Tennessee, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "**Property**").

The Property is improved property located at **318 Harding Place, Nashville, Tennessee**

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns, forever. Grantor covenants that Grantor is lawfully seized and possessed of the Property in fee simple, has a good right to convey the Property, and that the Property is unencumbered and unrestricted, except as set forth on Exhibit B attached hereto, to which this conveyance is expressly made subject. Grantor further covenants and binds itself, its successors and assigns to warrant and forever defend title and quiet possession to the Property to the Grantee, Grantee's successors and assigns, against the lawful claims of all persons, except as set forth on Exhibit B, to which this conveyance is expressly made subject.

IN WITNESS WHEREOF, Grantor has executed this General Warranty Deed to be effective for all purposes as of the 21 day of September, 2021.

EZELL HOLDINGS, LLC,
an Alabama limited liability company

By: Elissa E. Watkins
Elissa E. Watkins, Manager

STATE OF ALABAMA)
)
COUNTY OF MOBILE)

Before me, a Notary Public, of the state and county aforementioned, personally appeared, Elissa E. Watkins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Manager of Ezell Holdings, LLC, an Alabama limited liability company, the within named bargainor, and that such person, as such Manager, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by such person as Manager.

Witness my hand, at office, this 21st day of September, 2021.

Sandra Lucas Hamel
Notary Public

My Commission Expires: 08/10/2024

SANDRA LUCAS HAMEL NOTARY PUBLIC STATE AT LARGE ALABAMA

EXHIBIT A

Legal Description

(Unit 1095)

The land referred to herein below is situated in the County of Davidson, State of Tennessee, and is described as follows:

Land lying in Davidson County, Tennessee, being Tract A, Lot No. 2, on the Plan of Taco Bell Subdivision Two, as shown on plat of record in Plat Book 7900, page 448, in the Register's Office of Davidson County, Tennessee, being more particularly described as follows:

Beginning at an iron pin in the northerly right of way of Harding Place, said iron pin being 205 feet, more or less, in a westerly direction from the intersection of the westerly right of way of Antioch Pike with the northerly right of way of Harding Place; thence, with said right of way of Harding Place, along a curve to the right having a radius of 1,095.69 feet and a central angle of 03°54'26' for a length of 74.72 feet to an iron pin; thence leaving said right of way of Harding Place, North 22°43'55" West, 220.77 feet to an iron pin; thence, North 62°17'35" East 57.93 feet to an iron pin; thence South 32°56'34" East, 164.91 feet to an iron pin; thence with a curve to the left having a radius of 15.50 feet and a central angle of 93°17'14" for a length of 25.24 feet: to an iron pin; thence South 32°56'34" East, 27.16 feet to an iron pin; thence, with a curve to the right having a central angle of 48°22'42" and a radius of 20.00 feet for a distance of
16.89 feet to the point of beginning, containing 0.38 acres (16,392 sq. ft.) more or less.

TOGETHER WITH the following Non-Exclusive Easement:

To find the point of beginning commence at the intersection of the southwesterly right-of-way of Antioch Pike having a 50 foot right-of-way and the northerly right-of-way of Harding Place having a 100 foot right-of-way if both right-of ways were extended to form an angle instead of a miter; thence North 32°56'24" West 47.61 feet to an iron pin set on the southwesterly right-of-way of Antioch Pike; thence along the southwesterly right-of-way of Antioch Pike North 32°56'34" West 419.07 feet to the point of beginning; thence South 57°03'27" West 204.29 feet to a point; thence following the arc of a curve to the left 40.68 feet to a point, said curvature having a chord bearing and distance of South 18°12'29" West
37.64 feet and having a radius of 30.00 feet; thence South 20°36'28" East 197.34 feet to a point, thence South 62°17'35" West 30.23 feet to a point; thence North 20°38'28" West 201.06 feet to a point; thence following the arc of a curve to

the right 81.3 7 feet to a point, said curvature having a chord bearing and distance of North 18°12'29" East 75.27 feet and having a radius of 60.00 feet; thence North 57°03'27" East 204.29 feet to a point on the southwesterly right-of-way of Antioch Pike.; thence along said southwesterly right-of-way of Antioch Pike South 32°56'34" East 30.00 feet to the point of beginning.

Tract 3 (Ingress and Egress Easement):

Land lying in Davidson County, Tennessee, being more particularly described as follows:

Beginning at a survey nail, said nail being in the northerly margin of Harding Place, said nail also being at the southwesterly corner of Lot No. I of the Taco Bell Subdivision Two subdivision plat of record in Plat Book 7900, page 448, Register's Office for Davidson County, Tennessee; thence, leaving

said margin of Harding Place along a curve with a central angle of 48°21'49", and a radius of 20.00 feet, on a chord bearing of North 8°45'40" West, a distance of 16.40 feet to a survey nail; thence, North 32°56'34" West, 27.16 feet to an iron pin; thence, along a curve to the right with a central angle of 51°14'50", and a radius of 15.50 feet, a distance of 13.86 feet to a point; thence North 57°03'26" East, 29.36 feet to a point; thence South 32°56'34" East, 58.29 feet to a point, said point being in the northerly margin of Harding Place; thence with said margin of Harding Place, South 62°17'36" West, 21.54 feet to an iron pin; thence, along a curve to the right with a central angle of 01 °03'53", and a radius of 1,095.69 feet, a distance of 20.36 feet to the point of beginning, containing 1,996 square feet (0.0458 acres, more or less).

Being a portion of the same property conveyed to Ezell Holdings, LLC, an Alabama limited liability company by Quitclaim Deed from Nathaniel P. Harris, Jr., as Trustee of the Ezell Children's Trust, a Tennessee Trust, under Trust Agreement dated December 30, 1976, of record in Instrument Number 20070208-0016423, in the Register's Office for Davidson County, Tennessee, dated December 26, 2006 and recorded February 8, 2007.

Being a portion of the property conveyed to Nathaniel P. Harris, Jr., as Trustee of the Ezell Children's Trust, a Tennessee Trust by Warranty Deed from Treetop Enterprises, Inc., of record in Book 9988 Page 304, in the Register's Office for Davidson County, Tennessee, dated March 4, 1996 and recorded March 22, 1996.

EXHIBIT B

Permitted Encumbrances

1. Taxes and assessments for the year 2021 and subsequent years, not yet due and payable.

2. Any prior reservation or conveyance of minerals of every kind and character, including but not limited to, oil, gas, sand and gravel in, on or under the Property.

3. Any encroachment, encumbrances, violations, variations, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

4. Liability as to taxes resulting from supplemental, revised or correction assessments pursuant to the provisions of Tennessee Code Ann 67-5-603, et. seq.

5. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Taco Bell Subdivision Two, as recorded in Deed Book 7900, Page(s) 448.

6. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Taco Bell Subdivision Two, as recorded in Deed Book 8250, Page(s) 301.

7. Covenants, Conditions and Restrictions as set forth in Restrictive Covenants recorded in Book 9813 Page 842.

8. Easement for Reciprocal Easement Agreement, recorded in Book 9813 Page 859.

9. Easement for Ingress/Egress, Access, and Construction and Maintenance for a Sign, recorded in Book 8777 Page 41.

10. Easement for Water Main, recorded in Book 6932 Page 133.

11. Easement for Sanitary Sewer, recorded in Book 6932 Page 85.

12. Storm Water Detention Agreement found in Book 8760 Page 918

13. Storm Water Detention Agreement found in Book 7682 Page 750

14. Storm Water Detention Agreement found in Book 7682 Page 744

15. All of the terms and provisions set forth and contained in that certain Lease between Ezell Children's Trust, Lessor, and Waffle House, Inc., Lessee, recorded in Book 10131 Page 815.

16. All of the terms and provisions set forth and contained in that certain Lease between Waffle House, Inc., Lessor, and Treetop Enterprises, Inc., Lessee, recorded in Book 10131 Page 820.

All recording references are to the records maintained in the Register's Office for Davidson County, Tennessee.

CERTIFICATE OF AUTHENTICITY

I, J. David Brady, Jr., do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on September 21, 2021.

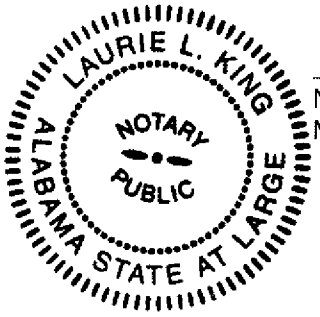
Name: J. David Brady, Jr.

Title: Secretary/Treasurer

STATE OF ALABAMA

COUNTY OF MOBILE

Personally appeared before me, Laurie L. King, a notary public for this county and state, J. David Brady, Jr. 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: 7/10/23