

FOR REGISTRATION
Willie L. Covington
REGISTER OF DEEDS
Durham County, NC
2015 FEB 13 12:19:48
BK: 7647 PG: 36-40
DEED
FEE: \$26.00
EXCISE TAX: \$520.00
INSTRUMENT # 2015004276
KELLIOTT



**NORTH CAROLINA
SPECIAL WARRANTY DEED**

Parcel Ref No.: 157202

PIN: 0738-01-27-1525

Excise - \$ 520.00

Mail after recording to: Richard L. Voigt, Esquire Waffle House, Inc., 5986 Financial Drive Norcross, Georgia 30071	This instrument was prepared by: Richard L. Voigt, Esquire Waffle House, Inc. 5986 Financial Drive Norcross, Georgia 30071
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THIS DEED made this 9 day of February, 2015 by and between *662162*

GRANTOR:

RICHARD A. COLUCCI, a married man, and **PIPER L. BARZENICK**, his wife
809 West Michigan Street
Hammond, Louisiana 70401-2447

and

GRANTEE:

WAFFLE HOUSE, INC., a Georgia corporation
5986 Financial Drive
Norcross, GA 30071

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Durham County, City of Durham, North Carolina, (the "Property") and being more particularly described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof.

Return To:
First American Title Insurance-NCS
Six Concourse Parkway
Suite 2000
Atlanta, GA 30328
Attn: *Termy Wilson*

The Property herein described was acquired by Grantor by instrument recorded in Deed Book 1519, Page 468. Maps showing the above described property are recorded in the following Plat Books: Plat Book 114, Page 160; Plat Book 18B, Page 137 and Plat Book 41, Page 172, Durham County Registry.



Restriction of Grantor: Grantor warrants and covenants that Grantor will not buy, sell, lease, or otherwise make available any land either now controlled by Grantor or acquired subsequent to the date of the Agreement, within one city block, or 1,000 lineal feet, whichever is greater, of the Demised Premises to the following: Huddle House, Shoney's, Denny's, International House of Pancakes, Bob Evans Farms, Perkins Restaurants, Dunkin Donuts of America, American Waffle, Waffle King, White Castle, Big Boy, Hardee's, Starbucks Coffee, Shop, Brueggers Bagels, Caribou Coffee, Krispy Kreme, Krystals, Biscuitville, any type of 24-hour restaurant, and any restaurant business that derives more than ten percent (10%) of its revenue from the combined sale of breakfast-oriented menu items (i.e., eggs, ham, bacon, sausage, muffins, croissants, biscuits, waffles, coffee type beverages, donuts, cereals, pancakes, and bagels). This covenant shall be for a period of fifty (50) years, or the maximum time under the state law on the date of execution hereof. This covenant shall be binding upon Grantor, Grantor's successors, assigns or beneficiaries. Grantor does further agree that it will not convey any parcel of land within the restricted area except by lease or deed containing restrictive covenants equivalent to the above. Any subsequent purchaser or lessee under the Grantor herein does hereby agree to be bound by these same provisions and agrees that the foregoing covenant is attached to and running with the land.

This Deed is executed and delivered subject to those permitted exceptions listed on Exhibit "B" attached hereto and made a part hereof for all purposes (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular rights, privileges and appurtenances thereto in any wise belonging to the Grantee, its successors, heirs and assigns, as the case may be, forever; and Grantor does hereby bind Grantor and Grantor's successors, heirs, executors and administrators, as the case may be, to Warrant and Forever Defend all and singular the said Property unto the said Grantee and Grantee's successors, heirs and assigns, as the case may be, against every person whomsoever claiming, or to claim the same, or any part thereof, except as to the Permitted Exceptions, by, through, or under Grantor, but not otherwise, in fee simple.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

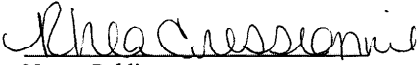
IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, or, if corporate, has caused this Deed to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

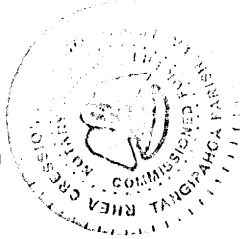
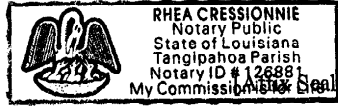
GRANTOR:  Richard A. Colucci	GRANTOR:  Piper L. Barzenick
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~~NORTH CAROLINA~~
Tangipahoa COUNTY Parish

I, certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Richard A. Colucci, Grantor(s).

Witness my hand and official stamp or seal, this the 9 day of February, 2015.

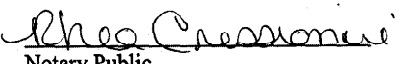

Notary Public
Print Name: Rhea Cressionnie
My Commission Expires: at death



~~NORTH CAROLINA~~
Tangipahoa COUNTY Parish

I, certify that the following person personally appeared before me this day, acknowledging to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Piper L. Barzenick, Grantor(s).

Witness my hand and official stamp or seal, this the 9 day of February, 2015.


Notary Public
Print Name: Rhea Cressionnie
My Commission Expires: at death

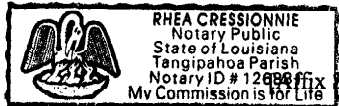


Exhibit "A"
Property

Beginning at a stake located in the property line on the east side of NC Highway 55, said stake being at the northeast corner of the Slater W. Swartwood Property, and thence from said point of Beginning, along and with the property line on the East side of NC Highway 55, North 14° 06' 13" East 833.59 feet to an iron pin; thence North 47° 03' 47" East 56.45 feet to the stake in the property line on the South side of the Carpenter-Fletcher Road; thence along and with the Seaboard Coastline Railroad right-of-way South 08° 07' 57" West 858.0 feet to a stake; thence with the Swartwood line North 88° 51' 27" West 123.11 feet to the point and place of beginning, containing 1.49 acres, more or less, and being a portion of the property shown on the plat of the property of Gertrude Williams by S.D. Puckett & Associates, Inc. dated May 12, 1987 and recorded in Plat Book 114 Page 160, Durham County Registry, to which plat reference is hereby made for a more particular description.

Exhibit "A"

Exhibit "B"
Permitted Exceptions

1. Taxes for the year 2015, which are a lien, not yet due and payable, and all subsequent years.
2. Easements and any other facts as shown in Plat Book 114, Page 160, Durham County Registry.
3. Easements and any other facts as shown in Plat Book 18B, Page 137, Durham County Registry.
4. Easements and any other facts as shown in Plat Book 41, Page 172, Durham County Registry.

Notwithstanding anything in this instrument to the contrary, the above-referenced Permitted Exceptions shall only affect the Property to the extent that such Permitted Exceptions are valid and effective as of the date of this instrument and the mere reference to such Permitted Exceptions in this instrument shall not be deemed to impose, re-impose, or reinstate such Permitted Exceptions if such Permitted Exceptions are not valid and effective as of the date of this instrument.

Exhibit "B"