

BK 01408 PG 1228

FILED Dec 22, 2021 01:23 pm	FILED
BOOK 01408	VANCE
PAGE 1228 THRU 1232	COUNTY NC
INSTRUMENT # 05746	CASSANDRA D. NEAL
RECORDING \$26.00	REGISTER
EXCISE TAX \$570.00	OF DEEDS
	CDN

This instrument recorded by William W. Browning, a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the closing attorney to the County Tax Collector upon disbursement of **NORTH CAROLINA** closing proceeds.
SPECIAL WARRANTY DEED

Pin #: 97-3-11

Stamps: \$570.00

UPON RECORDING RETURN TO: Browning Law Firm, PA 120 E. Main Street Durham, NC 27701	THIS INSTRUMENT PREPARED BY: Celestia Roseman, Esq. Waffle House, Inc. 5986 Financial Drive Norcross, GA 30071 (as counsel to Grantor only)
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STATE OF NORTH CAROLINA
COUNTY OF VANCE

THIS DEED made this 21st day of December, 2021 by and between

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

and

GRANTEE:
Y & N INVESTMENT GROUP, LLC, a North Carolina limited liability company
 3310 North Roxboro Street
 Durham, NC 27704

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 Vance County, Town of Henderson, North Carolina, (the "Property") and being more particularly described as follows:

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

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The Property herein described was acquired by Grantor by instrument recorded in Deed Book 1189, Page 1146, Vance County Register of Deeds. A map showing the above described property is recorded in Plat Book X, Page 680.

This Deed is executed and delivered subject to taxes for the year 2022 and matters of record in the Office of the Register of Deeds for Vance County, North Carolina (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.

Grantee herein warrants and covenants that Grantee will not buy, sell, lease or otherwise make available any land either now controlled by Grantee or which becomes subject to Grantee's control subsequent to the date this Deed is recorded, located within one city block or 1,000 linear feet, whichever is greater, of the perimeter 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 be effective 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. Also, this covenant shall run with title to the Restricted Land and shall be binding upon Grantee, its successors and assigns. Grantee 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.

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.

Notwithstanding anything to the contrary herein, it is expressly understood and agreed that, except for warranties of title as set forth in this Deed, Buyer is acquiring the Property "As Is" and "Where Is," and with all faults and defects, latent or otherwise, and that Seller has not made

and does not make and will not make any representations or warranties, expressed or implied, with respect to the quality, physical condition, zoning, governmental permits, availability or cost of utilities, environmental condition or contamination, expenses, value of the Property or any improvements thereon, the structural integrity, habitability or usefulness of any improvements on the Property, or any other matter or thing affecting or related to the Property or any improvements thereon (including without limitation, warranties of habitability, warranties of merchantability, and/or fitness for a particular purpose), which might be pertinent in considering whether to purchase the Property, and Buyer does hereby expressly acknowledge that no such representations or warranties have been made. Buyer further acknowledges and agrees that Seller shall not be liable or bound in any manner by any warranties, either expressed or implied, guarantees, promises, statements, representations, or information pertaining to the Property, or any improvements thereon, made or furnished by any broker, agent, employee, servant or other person representing or purporting to represent the Seller.

All or a portion of the property herein conveyed includes or does not include the primary residence of Grantor.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

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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:

WAFFLE HOUSE, INC.,
a Georgia corporation

By: [Signature] (SEAL)
Name: Jeffery S. Wright
Its: Vice President of Property Management

State of Georgia
County of Gwinnett

I, Deborah L Martin a notary public of the State of Georgia, certify that Jeffery S. Wright personally came before me this day and acknowledged that he is the Vice President of Property Management, and that he, as Vice President of Property Management, being authorized to do so, executed the foregoing on behalf of the company/corporation.

Witness my hand and official seal, this the 17th day of December, 2021.

(Official Seal)

[Signature]
Official Signature of Notary
Notary Public
Deborah L Martin
Notary's Printed Name

My commission expires: 1/1/2022

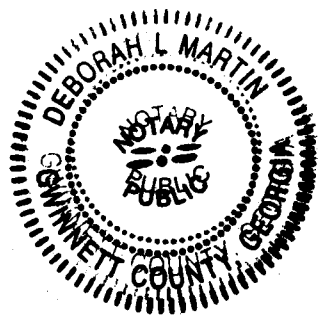


Exhibit "A"

Property

BEGIN AT A CONCRETE MONUMENT FOUND AT THE INTERSECTION OF THE EASTERN RIGHT OF WAY OF WEST ANDREWS AVENUE AND THE SOUTHERN RIGHT OF WAY FOR INSTATE 85

THENCE along a curve to the left having a radius of 1002.69 feet and an arc length of 45.63 feet, being subtended by a chord of South 20 degrees 23 minutes 28 seconds East for a distance of 45.63 feet to an IRON PIN FOUND;

THENCE along a curve to the left having a radius of 1002.69 feet and an arc length of 71.23 feet, being subtended by a chord of South 23 degrees 43 minutes 48 seconds East for a distance of 71.22 feet TO AN IRON PIN FOUND, THE POINT OF THE BEGINNING FOR THE LOT HEREIN DESCRIBED;

THENCE along a curve to the right having a radius of 23.00 feet and an arc length of 11.68 feet, being subtended by a chord of North 54 degrees 21 minutes 38 seconds East for a distance of 11.55 feet to an IRON PIN SET;

THENCE North 69 degrees 03 minutes 39 seconds East for a distance of 40.30 feet to an IRON PIN SET;

THENCE along a curve to the left having a radius of 126.00 feet and an arc length of 48.14 feet, being subtended by a chord of North 58 degrees 06 minutes 52 seconds East for a distance of 47.85 feet to an IRON PIN SET;

THENCE along a curve to the right having a radius of 26.26 feet and an arc length of 28.64 feet, being subtended by a chord of North 78 degrees 25 minutes 23 seconds East for a distance of 27.25 feet to an IRON PIN SET;

THENCE South 70 degrees 20 minutes 07 seconds East for a distance of 21.87 feet to an IRON PIN SET;

THENCE along a curve to the left having a radius of 203.24 feet and an arc length of 69.17 feet, being subtended by a chord of South 80 degrees 05 minutes 07 seconds East for a distance of 68.84 feet to an IRON PIN SET;

THENCE South 89 degrees 45 minutes 00 seconds East for a distance of 34.61 feet to an IRON PIN SET;

THENCE South 34 degrees 45 minutes 05 seconds East for a distance of 75.20 feet to an IRON PIN SET;

THENCE South 61 degrees 40 minutes 16 seconds West for a distance of 227.29 feet to an IRON PIN SET;

THENCE along a curve to the right having a radius of 1002.69 feet and an arc length of 159.00 feet, being subtended by a chord of North 30 degrees 18 minutes 28 seconds West for a distance of 158.83 feet TO AN IRON PIN SET; THE POINT OF THE BEGINNING

SAID TRACT CONTAINING 0.698 ACRE AS SHOWN ON MAP PREPARED NATHAN R. HYMILLER, JR. PLS DATED MAY 12, 2008; TITLED "DIVISION OF LAND FOR E AND B PARTNERSHIP A NORTH CAROLINA PARTNERSHIP", RECORDED ON PLAT BOOK X AT PAGE 680; VANCO COUNTY REGISTER