

STATE OF ALABAMA)

COUNTY OF SHELBY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **EZELL HOLDINGS, LLC**, an Alabama limited liability company (the "Grantor") whose address is 103 Lanier Avenue, Mobile, Alabama 36607, for and in consideration of the sum of **THREE HUNDRED FIFTY-NINE THOUSAND FOUR HUNDRED FORTY-EIGHT AND NO/100THS DOLLARS (\$359,448.00)**, in cash and for other good and valuable consideration all hereby acknowledged to have been paid to the Grantor by **WAFFLE HOUSE, INC.**, a Georgia corporation, (the "Grantee"), whose address is Post Office Box 6450, Norcross, Georgia 30091, Attn: Tax Department, does hereby, subject to all matters hereinafter set forth, **GRANT, BARGAIN, SELL** and **CONVEY** unto to the Grantee the real property (the "Property") located in the County of Shelby, State of Alabama, more particularly described as:

Lot 1, according to the Survey of South Park, as recorded in Map Book 20, page 100, in the Probate Office of Shelby County, Alabama.

Said lot being more particularly described as follows:

A parcel of land located in the Southwest quarter of the Southwest quarter of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, said parcel being more particularly described as follows:

Commence at the Northeast corner of the Northwest quarter of the Southwest quarter of said Section 30, run thence Westwardly and along the quarter line 949.78 feet; thence, with a deflection angle left of 90° 00' 00", run Southwardly 1513.847 feet to a 5/8 inch capped re bar found at the Point of Beginning, said Point lying on the West right-of-way of Southpark Drive, said Point also being the Northeast corner of Lot 1 of South Park as recorded in the Probate Office of Shelby County, Alabama in Map Book 20 at page 100; thence with a deflection angle right of 87° 54' 29", run Westwardly 55.80 feet to a 5/8 inch capped rebar round at the Northwest corner of said Lot 1, said corner lying on the East

right-of-way line of U.S. Highway No. 31, said right-of-way 200 feet wide; thence with an interior angle right of $97^{\circ} 13' 55''$ run Southwestwardly and along said east right-of-way and the west Boundary of said Lot 1, said right-of-way curving to the right and having a radius of 5881.31 feet, a delta angle of $02^{\circ} 09' 34''$ an arc length of 221.66 feet and a chord length of 221.64 feet to a 5/8 inch capped rebar found at the Southwest corner of said Lot 1; thence, with an interior angle of right of $82^{\circ} 47' 07''$, run Eastwardly and along the South boundary of said Lot 139.52 feet to a 5/8 inch capped rebar found at the Southeast corner of said Lot 1, said corner lying on the West right-of-way of South Park Drive, said right-of-way being 50 feet wide; thence with an interior angle of $77^{\circ} 29' 52''$, run Northwestwardly and along said West right-of-way, said right-of-way curving to the left and having a radius of 425.99 feet, a delta angle of $25^{\circ} 00' 16''$, an arc length of 185.91 feet and a chord length of 184.43 feet, to a 1/2 inch capped rebar set; thence, with an interior angle right of $170^{\circ} 33' 28''$, continue Northwestwardly along said right-of-way, said right-of-way curving to the right having a radius of 428.39 feet, a delta angle of $5^{\circ} 44' 53''$ an arc length 42.98 feet and a chord length of 42.96 feet to the Point of beginning, thus making a closing interior angle right of $11^{\circ} 55' 39''$.

The Property address being 1985 Highway 31 South, Birmingham, AL 35244.

TOGETHER WITH ALL AND SINGULAR, the rights, members, privileges, hereditaments and appurtenances thereunto belonging, or in anywise appertaining; **TO HAVE AND TO HOLD** the Property unto the Grantee, in fee simple, **FOREVER**.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

1. Ad Valorem Taxes for the year 2021, which said taxes are not due and payable until October 1, 2021.
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. Oil, gas and mineral reservation as contained in deed recorded in Deed Book 127, Page 140.
4. Subject to Easements contained in Statutory Warranty Deed recorded in Deed Book 285, Page 203.
5. Temporary Construction and Grading Easement Agreement as recorded in Deed Book 285, Page 207.

6. Agreement between The Harbert-Equitable Joint Venture and EES Joint Venture dated February 15, 1990 and recorded in Instrument #1996-00744.
7. Agreement between The Harbert-Equitable Joint Venture and Sunlink Corporation dated February 15, 1990 and recorded in Instrument #1996-00745.
8. Transmission Line Permit granted to Alabama Power Company as recorded in Deed Book 101, Page 523.
9. Right of Way granted to Alabama Power Company as recorded in Deed Book 139, Page 157.
10. Right of Way granted to Alabama Power Company as recorded in Deed Book 219, Page 586.
11. Right of Way granted to Alabama Power Company as recorded in Deed Book 251, Page 886.
12. Easement for Transmission of Electric Power granted to Alabama Power Company as recorded in Deed Book 319, Page 40.
13. Right of Way granted to Alabama Power Company as recorded in Deed Book 292, Page 356.
14. Right of Way granted to Alabama Power Company as recorded in Deed Book 358, Page 836.
15. Right of Way Deed for Public Road granted to Shelby County as recorded in Deed Book 153, Page 212.
16. Restrictive Covenant Agreement as recorded in Instrument #1997-22108.
17. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) as recorded in Misc Book 13, Page 50; and Amendment No. 1 as recorded in Misc Book 15, Page 189; and Amendment No. 2 as recorded in Misc Book 19, Page 633. 24.
18. Articles of Incorporation of the Riverchase Business Association, Inc. as recorded in Corp Book 13, Page 488 and Certificate of Amendment to Articles of Incorporation of the Riverchase Business Association, Inc. as recorded in Corp Book 15, Page 819.
19. Easements, reservations, restrictions, rights-of-way and setback lines as reserved and shown on record map of subdivision in Map Book 20, Page 100.

The recording references refer to the records in the Office of the Judge of Probate of Shelby County, Alabama.

And except as to taxes hereafter falling due, and except as to the above restrictions, reservations, rights of way and easements, all of which are assumed by the Grantee, the Grantor does, for itself and its successors and assigns, hereby covenant with the Grantee, and its successors and assigns, that it is seized of an indefeasible estate in fee simple in the Property, that the Property is free and clear of all encumbrances except as stated above, that it is in the quiet and peaceable possession of the Property, and that it does hereby **WARRANT AND WILL FOREVER DEFEND** the title to the Property unto the Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this

21 day of September, 2021 by its duly authorized Manager.

EZELL HOLDINGS, LLC, an Alabama limited liability company

By: Elissa E. Watkins

As its: Manager

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that ELISSA E. WATKINS, whose name as Manager of Ezell Holdings, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such Manager and with full authority, executed the same voluntarily for and as the act of said company.

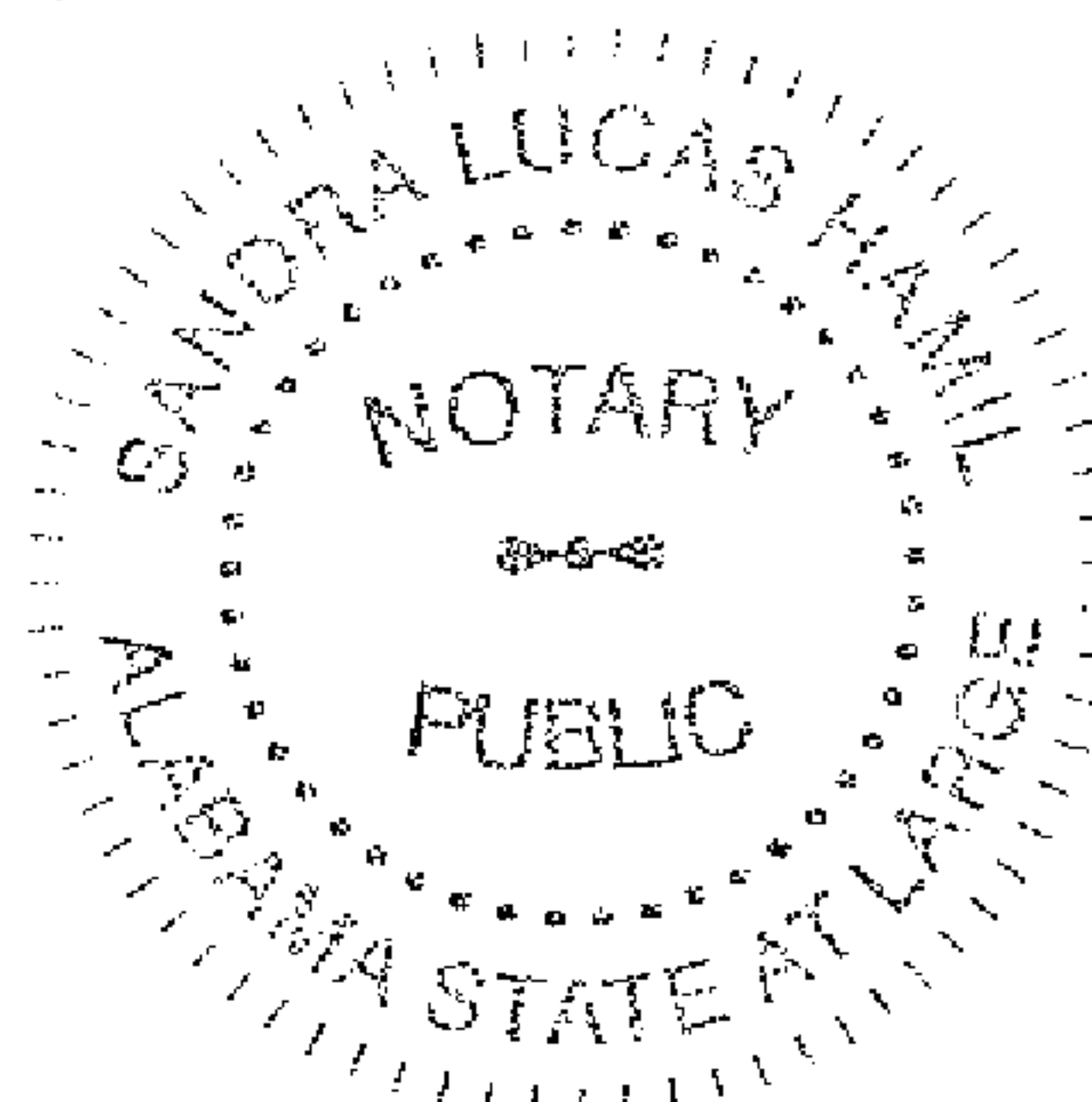
Given under my hand and official notarial seal this the 21st day of September, 2021.

Sandra Lucas Daniel
Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: 08/10/2024

This instrument prepared by:
James F. Watkins
MAYNARD COOPER & GALE PC
11 North Water Street; Suite 24290
Mobile, Alabama 36602
{06121918.1}





Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 09/22/2021 11:40:15 AM
 \$393.50 JOANN
 20210922000462650

Allen S. Boyd

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name: Ezell Holdings, LLC Mailing Address: 103 Lanier Avenue Mobile, Alabama 36607	Grantee's Name: Waffle House, Inc. Mailing Address: 5986 Financial Drive Norcross, GA 30071
Property Address: 1985 Highway 31 South Birmingham, AL 35244	Date of Sale: <u>9/21/21</u> Total Purchase Price: \$359,448.00 Actual Value: \$ Or Assessor's Market Value: \$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale
 ☐ Appraisal
☐ Sales Contract
 ☐ Other: _____
☒ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date: 9/21/21

Print Name: Eliza E. Watkins

 Unattested
 (verified by)

Sign: Eliza E. Watkins