

**RETURN TO:**

First American Title Ins. Co.  
Six Concourse Parkway, Suite 2000  
Atlanta, GA 30328

NC5-553041

Prepared By and Return To:

Waffle House, Inc.  
5986 Financial Drive  
Norcross, GA 30071

Parcel I.D. No(s): A portion of R 34030-005-035

**LIMITED WARRANTY DEED**

Made this 31 day of December, 2012 by **COLUMBIA BECKRICH I, LLC**, a Georgia limited liability company; **COLUMBIA BECKRICH II, LLC**, a Georgia limited liability company; **BECKRICH PARTNERS I, LLC**, a Georgia limited liability company; and **BECKRICH PARTNERS II, LLC**, a Georgia limited liability company, all of whose post office address is 1355 Terrell Mill Road, Bldg. 1478, Suite 200 Marietta, GA 30067, as tenants in common, hereinafter, collectively called the Grantor, to **WAFFLE HOUSE, INC.**, a Georgia corporation whose post office address is 5986 Financial Drive, Norcross, Georgia 30071, hereinafter called the Grantee.

(Whenever used herein the term "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other valuable considerations, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Bay County, Florida and described as:

See Exhibit "A" attached hereto and incorporated herein by reference (the "Property")

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anyway appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said Property in fee simple; that the Grantor has good right and lawful authority to sell and convey said Property; that the Grantor hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor and no others; and that said Property is free from all encumbrances except those shown on Exhibit "B" attached hereto and incorporated herein by reference.

AND Grantor hereby grants and conveys to Grantee a temporary construction easement over a portion of Grantor's remaining parcel immediately adjacent to and east of the Property, said temporary easement area being roughly rectangular in shape bounded by the Property's eastern boundary and another line parallel to such eastern boundary and thirty feet (30') inside Grantor's remaining parcel and distant from the Property's eastern boundary, with northern and southern boundaries continuing eastward from the northern and southern boundaries of the Property (the "Construction Easement"). The Construction Easement shall be used by Grantee for the temporary storage of construction materials and supplies (including, without limitation, a construction trailer) in connection with the construction of a Waffle House restaurant on the Property. The Construction Easement shall expire on the earlier of the date that a Waffle House restaurant opens for business with the public on the Property or eighteen (18) months after the date this Deed is recorded. Should Grantor lease and/or sell the property encumbered by the Construction Easement, and Grantor has given Grantee not less than ninety (90) days notice of Grantor's plans to sell and/or lease such property, Grantee's construction easement shall expire ninety (90) days after receipt of such notice. Grantee agrees to repair and any all damage caused to the Construction Easement resulting from use of the same.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

7/\$61.00  
doc/\$1750.00

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

**GRANTOR:**

Signed, sealed and delivered in the presence Of:

Tessa Pice  
Witness Signature (as to Grantor)

Tessa Pice  
Printed Name

Robin P. Williamson  
Witness Signature (as to Grantor)

ROBIN P. WILLIAMSON  
Printed Name

**COLUMBIA BECKRICH I, LLC**, a Georgia limited liability company

By: [Signature]  
Name: Daniel S. O'Neill  
Title: Manager

STATE OF GEORGIA  
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 28 day of December, 2012, by Daniel S. O'Neill Manager of COLUMBIA BECKRICH I, LLC, who is personally known to me, or who has produced \_\_\_\_\_ as identification and who did take an oath.

(Notarial Seal)

Audra Parker  
Notary Public  
Audra Parker  
Print Name  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

[SIGNATURES CONTINUE ON NEXT PAGE]



IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

**GRANTOR:**

Signed, sealed and delivered in the presence Of:

Tessa Rice  
Witness Signature (as to Grantor)

Tessa Rice  
Printed Name

Robert P. Williamson  
Witness Signature (as to Grantor)

Robert P. Williamson  
Printed Name

**COLUMBIA BECKRICH II, LLC**, a Georgia limited liability company

By: Daniel S. O'Neill  
Name: Daniel S. O'Neill  
Title: Manager

STATE OF GEORGIA  
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 28 day of December 20 12, by Daniel S. O'Neill, as Manager of COLUMBIA BECKRICH II, LLC, who is personally known to me, or who has produced \_\_\_\_\_ as identification and who did take an oath.

(Notarial Seal)

Audra Parker  
Notary Public  
Audra Parker  
Print Name  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

[SIGNATURES CONTINUE ON NEXT PAGE]



IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

**GRANTOR:**

Signed, sealed and delivered in the presence Of:

Tessa Rice  
Witness Signature (as to Grantor)

Tessa Rice  
Printed Name

Robin P. Williams  
Witness Signature (as to Grantor)

ROBIN P WILLIAMS  
Printed Name

**BECKRICH PARTNERS I, LLC**, a Georgia limited liability company

By: J. Marshall Martin III  
Name: J. Marshall Martin III  
Title: manager

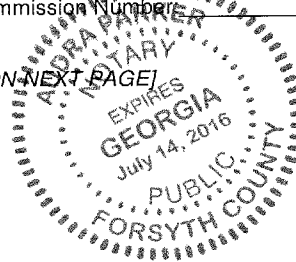
STATE OF GEORGIA  
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 28 day of December, 2012, by J. Marshall Martin III as Manager of BECKRICH PARTNERS I, LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

(Notarial Seal)

Audra Parker  
Notary Public  
Audra Parker  
Print Name  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

[SIGNATURES CONTINUE ON NEXT PAGE]



IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

**GRANTOR:**

Signed, sealed and delivered in the presence Of:

Tessa Rice  
Witness Signature (as to Grantor)

Tessa Rice  
Printed Name

Robin P. Williamson  
Witness Signature (as to Grantor)

ROBIN P. WILLIAMSON  
Printed Name

**BECKRICH PARTNERS II, LLC**, a Georgia limited liability company

By: Daniel S. Mitchell

Name: Daniel S. Mitchell

Title: Manager

STATE OF GEORGIA  
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 28 day of December, 2012, by Daniel S. Mitchell, as Manager of BECKRICH PARTNERS II, LLC, who is personally known to me, or who has produced \_\_\_\_\_ as identification and who did take an oath.

(Notarial Seal)

Audra Parker

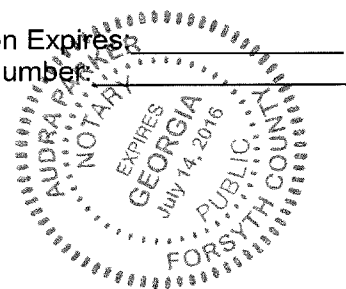
Notary Public

Audra Parker

Print Name

My Commission Expires

Commission Number



**EXHIBIT "A"**

**Legal Description**

A parcel of land lying and being in Section 25, Township 3 South, Range 16 West, Bay County, Florida, being more particularly described as follows:

Commence at the southwest corner of Section 25, Township 3 South, Range 16 West; thence run North 00 degrees 34 minutes 19 seconds East, along the west line of said Section 25, a distance of 1,802.82 feet to a point on the curving northerly right-of-way line of U.S. Highway 98 (200-foot-wide right-of-way) concave to the northeast and having a radius of 5,597.65 feet; thence along said northerly right-of-way line the following two (2) courses: [1] southeasterly along said curving northerly right-of-way line, through a central angle of 06 degrees 38 minutes 55 seconds, for an arc distance of 649.56 feet, said arc having a chord distance of 649.19 feet and bearing South 68 degrees 20 minutes 57 seconds East; [2] South 71 degrees 40 minutes 24 seconds East 130.08 feet to the Point of Beginning; thence North 19 degrees 25 minutes 58 seconds East 89.09 feet; thence North 23 degrees 53 minutes 33 seconds East 158.32 feet; thence South 66 degrees 06 minutes 27 seconds East, 81.33 feet; thence South 23 degrees 53 minutes 33 seconds West 167.21 feet; thence South 18 degrees 19 minutes 36 seconds West 72.34 feet to a point on the aforementioned northerly right-of-way line of U.S. Highway 98; thence North 71 degrees 40 minutes 24 seconds West, along said right-of-way line, 81.80 feet to the Point of Beginning.

Subject parcel contains 0.426 acres, more or less.

TOGETHER WITH THE FOLLOWING:

EASEMENTS AS CONTAINED IN THAT CERTAIN DECLARATION AND RECIPROCAL COVENANT, EASEMENT AND RESTRICTION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 3015, PAGE 595 AND RE-RECORDED IN OFFICIAL RECORDS BOOK 3017, PAGE 999 AND AS AFFECTED BY OUTLOT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 3285, PAGE 1795 AND AGREEMENT REGARDING DECLARATION AND RECIPROCAL COVENANT, EASEMENT AND RESTRICTION AGREEMENT RECORDED IN OR BOOK 3410, PAGE 1060, ALL OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

AND EASEMENT AS CONTAINED IN THAT CERTAIN DEDICATION OF ROADWAY RECORDED IN OFFICIAL RECORDS BOOK 2490, PAGE 2061 PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

AND EASEMENTS AS CONTAINED IN THAT CERTAIN GRANT OF DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3007, PAGE 1181 PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

**EXHIBIT "B"**

**Permitted Encumbrances**

1. The lien of taxes for the year 2013 and all subsequent years, which are not yet due and payable.
2. Oil, gas and mineral reservations contained in that certain Warranty Deed from H.H. Wells and wife, Susye Belle Wells, A.L. Wells and wife, Maggie Wells, Margaret Bullock, a widow and Elmo Bullock Bennett and Husband, Ralph Bennett, to St. Joe Paper Company, recorded in Deed Book 117, Page 345. The lease referenced in this instrument is no longer in effect.
3. Restrictive covenants as contained in that certain Special Warranty Deed recorded in Official Records Book 3007, Page 1145.
4. Terms, conditions and other provisions contained in that certain Agreement, which includes, but is not limited to, a right of repurchase option, as evidenced by that certain Memorandum of Agreement recorded in Official Records Book 3007, Page 1154.
5. Terms, conditions and other provisions contained in that certain Grant of Drainage Easement recorded in Official Records Book 3007, Page 1181.
6. The terms, provisions and conditions contained in that certain Declaration and Reciprocal Covenant, Easement and Restriction Agreement recorded in Official Records Book 3015, Page 595, re-recorded in Official Records Book 3017, Page 999; as affected by Outlot Agreement recorded in Official Records Book 3285, Page 1795 and Agreement Regarding Declaration and Reciprocal Covenant, Easement and Restriction Agreement recorded in Official Records Book 3410, Page 1060 as affected that certain Corrective Agreement Regarding Declaration and Reciprocal Covenant, Easement and Restriction Agreement, recorded November 14, 2012, in Official Records Book 3459, Page 476, and as affected by that certain Subordination, Non-Disturbance and Attornment Agreement .
7. Terms, conditions and other provisions contained in that certain Lease by and between Columbia Beckrich I, LLC, Columbia Beckrich II, LLC, Beckrich Partners I, LLC and Beckrich Partners II, LLC, all Georgia limited liability companies, (collectively "landlord"), and Publix Super Markets, Inc., a Florida corporation, (tenant), as evidenced by Memorandum of Lease recorded in Official Records Book 3011, Page 537; as affected by First Amendment to Memorandum of Lease recorded in Official Records Book 3123, Page 109.