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CLERK OF SUPERIOR COURT
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After Recording Return To:
Langdale, Vallotton et al
1007 N. Patterson Street
Valdosta, GA 31601
File No.: 03770/J

015707

Prop. # 12
2.039 Acres
off Gornito Rd.

[Space Above This Line for Recording Data]

WARRANTY DEED

GEORGIA, LOWNDES COUNTY

THIS INDENTURE, made this 28 day of August, 2003, between **H. DENNIS WETHERINGTON**, of the County of Lowndes, State of Georgia, of the first part, and **CANAAN PROPERTIES, LLC**, a Georgia **Limited Liability Company**, of the second part.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey, unto the party of the second part, its successors and assigns, all of his right, title and interest in and to the following described property, to-wit:

All that tract or parcel of land situate, lying and being in Land Lot 13, of the 11th Land District, in the City of Valdosta, Lowndes County, Georgia, and being more particularly described as being all of Parcel "B", containing 2.039 acres, as depicted upon that certain map or plat of survey thereof prepared by Robin Nelson Harris, Georgia Registered Land Surveyor No. 2101, dated June 12, 2003, entitled "Survey for: H. Dennis Wetherington", and recorded in Plat Cabinet A, at Page 2659 of the deed records of the Clerk of the Superior Court of Lowndes County, Georgia, to which map or plat of survey and the record whereof reference is hereby made for all purposes in aid of description.

NEVERTHELESS, HOWEVER, this deed and the warranties contained herein are subject to the following:

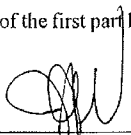
1. Ad valorem taxes and assessments for 2003 and subsequent years.
2. Applicable restrictive covenants, rights of way, and/or easements of record.
3. Included herein is the right of ingress and egress along that certain 30' access easement running in a North-South direction as shown across Parcel A as depicted upon the above referenced map or plat of survey.
4. Also included herein are those ingress and egress rights as to that certain 20' access easement running in a North-South manner along the Western portion of Parcel A as depicted upon the above referenced map or plat of survey.
5. Also included herein are those easement rights as to that certain 30' sanitary sewer easement running North-South along the eastern portion of Parcel A as depicted upon the above referenced map or plat of survey.
6. Said property is subject to that certain Sign Easement and Use Agreement recorded in Deed Book 2461, a Page 19, Lowndes County, Georgia, Deed Records.
7. Said property is subject to that certain 30' sanitary sewer easement running East-West along the middle and southern portion of Parcel B as depicted upon the above referenced map or plat of survey.
8. Grantor must approve the exterior elevations on any improvements to be located on the said property. Prior to obtaining a building permit, plans must be submitted to Grantor for his approval, which shall not be arbitrarily withheld.
9. Grantor and Grantee have entered into a Reciprocal Easement and Operating Agreement which is recorded in Deed Book 2659 at Page 14, of the Lowndes County, Georgia, Deed Records, which sets forth the rights of use and maintenance as to the various easements.
10. Grantor agrees that Grantee may operate a restaurant facility on said premises.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members, and appurtenances thereof, to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of Grantee, the said party of the second part, its successors and assigns, in fee simple. And the said parties of the first part, their executors and administrators the said bargained premises

← RESTAURANT use OK

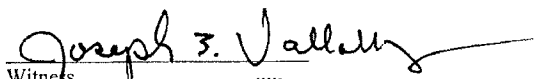
unto the said party of the second part, its successors and assigns, against the said parties of the first part, their executors and administrators, and all persons whatsoever, shall and will warrant and forever defend by virtue of these presents.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and affixed their seals, on the day and year above written.



H. DENNIS WETHERINGTON (seal)

Signed, sealed and delivered
this 28 day of August, 2003,
in the presence of:



Witness

