

E

HALL COUNTY, Georgia
Real Estate Transfer Tax

Paid \$ 230.00

Date 10-13-14

By [Signature]
Charles Baker
Superior Court Clerk

PT&I 069- 2014-006572

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT

Filed in office, this 13 day of Oct

20 14 at 11:30 AM. Recorded in Deed

Book 7429 Page(s) 244-245

Charles Baker, Clerk By [Signature]

019547

000244

File
after recording, return to
Scott A. Ball
Stewart, Melvin & Frost LLP
P.O. Box 3280
Gainesville, GA 30503

WARRANTY DEED

THIS INDENTURE is made this 10th day of October, 2014, between

HAROLD D. SAULS
(hereinafter referred to as "Grantor")

and

JEBEHA, LLC
(hereinafter referred to as "Grantee")

("Grantors" and "Grantees" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits)

WITNESSETH

GRANTORS, in consideration of the sum of TEN DOLLARS AND NO/100 (\$10 00) and other valuable considerations, have granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantees the following described property, to wit:

All that tract or parcel of land lying and being in Hall County, Georgia, about one mile west of Lula, Georgia, and on the west side of the Lula-Cleveland Road, being all of Tract Number 3, containing 25.07 acres more or less, and Tract Number 4, containing 14 and 61/100 acres more or less, of the R. Martin Estate Subdivision, as more fully shown by a plat made by J.E. Hope, Banks County Surveyor, dated February 18, 1930, and as more particularly described on Exhibit "A" attached here to and made a part hereof by reference. Said property is currently designated as 5051 Cagle Road according to the present system of numbering properties in Hall County, Georgia. Said property is conveyed together with and subject to all easements, covenants and restrictions of record, if any.

TO HAVE AND TO HOLD the Land, 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 Grantees forever in **FEE SIMPLE**

AND GRANTORS WILL WARRANT and forever defend the right and title to the Land unto Grantees against the claims of all persons whomsoever.

EXECUTED under seal as of the date above

Signed, sealed, and delivered
in the presence of

[Signature]
Unofficial Witness

[Signature]
Notary Public

[Signature] (Seal)
HAROLD D. SAULS



000245

EXHIBIT "A"

Description of Property

All that tract or parcel of land lying and being in the County of Hall and State of Georgia, and being about one mile West of Lula, Georgia, and on the West side of the Lula-Cleveland Road, and being all of Tract Number 3, containing 25.07 acres, more or less, of the Subdivision of the R. Martin Estate, as is more fully shown by a Plat made by J. E. Hope, Banks County Surveyor and dated February 18, 1930, and this tract or parcel of land being bounded as follows:

On the North by Lula-Cleveland Road, on the West by Tract Number 2 bought by J. J. Martin, and on the South by the Old Shockley and Gainesville Road, and on the East by Tract Number 4, purchased by T. H. Stephens, and being the same property described and conveyed in Warranty Deed, dated December 2, 1933, executed by N. C. Faulkner to Mrs. U. V. Sauls, recorded in Deed Book 64, Page 335, Office of Clerk, Superior Court, Hall County, Georgia.

ALSO CONVEYED is all that tract or parcel of land, situated and lying and being in the County of Hall, State of Georgia, and being about one mile from Lula, Georgia, on the Lula and Cleveland Road, and being all of Tract Number 4, containing 14 and 61/100 acres, more or less, which is described in a plat, made by Emory Terrell, and bounded as follows:

On the North end by the Lula and Cleveland Public Road, on the South by the Road leading to White Sulphur, Georgia, and the Southern Railroad, on the East by lands of N. C. Faulkner, and on the West. This is known as Tract Number 4, described in a deed made by Roy Martin, as Executor of the Estate of Richard Martin, dated May 28, 1930, and recorded in Deed Book 59, Page 521, Office of Clerk, Superior Court, Hall County, Georgia, and being the same property, described and conveyed in Deed, dated December 31, 1937, executed by T. N. Wright to Mrs. Bonnie Sauls, recorded in Deed Book 76, Page 219, Office of Clerk, Superior Court, Hall County, Georgia.

This being the same property as conveyed by Deed from Mrs. U. V. Sauls, a/k/a Mrs. Bonnie Sauls to Ulmont V. Sauls on October 15, 1973, and shown of record in Deed Book 527, Pages 196-197 of the records of the Clerk of Superior Court of Hall County, Georgia.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lot 84 of the 9th District of Hall County, Georgia, being 3.254 acres as shown on that plat of survey prepared by Henry G. Jarrard for Mrs. U. V. Sauls Estate, dated September 26, 1997 and recorded October 6, 1997 in Plat Slide 642, Page 1A of the Hall County, Georgia Plat Records, which plat is incorporated herein by reference.

eFiled and eRecorded
DATE: 06/16/2022
TIME: 5:08 PM
DEED BOOK: 9146
PAGE: 546 - 552
FILING FEES: \$25.00
PARTICIPANT ID: 6698194144
RECORDED BY: CH
CLERK: Charles Baker, C.S.C
Hall County, GA

When recorded return to:

The Weber Firm, LLC
303 Jesse Jewell Parkway
Suite 310
Gainesville, Georgia 30501

MEMORANDUM OF TENANCY-IN-COMMON AGREEMENT

DATE: June 10, 2022

PARTIES: CBD 52, LLC ("CBD")
330 South Main Street, SW
Gainesville, GA 30501

PAW 52, LLC ("PAW")
P.O. Box 111
Gainesville, Georgia 30503

GOOD WILL, LLC ("GW")
P. O. Box 872
Gainesville, Georgia 30503

1. CBD, PAW and GW, each the holder of an undivided one-third (1/3) tenancy in common interest in the real property described on Exhibit "A" attached hereto and incorporated by reference herein (the "Property"), have entered into that Tenancy-in-Common Agreement dated June 10, 2022 (the "TIC Agreement"), with respect to various matters involving their common ownership of the Property, including certain restrictions on transfers and dispositions and encumbrances.

2. All other terms, conditions and agreements contained in the TIC Agreement are fully incorporated herein by reference as if fully set forth herein. Copies of the TIC Agreement are on file at the offices of CBD, PAW, and GW.

3. In the event of a conflict between the terms of this Memorandum of Tenancy-in-Common and the provisions of the TIC Agreement, the terms of the TIC Agreement shall control.

**COUNTERPART SIGNATURE PAGE
TO
MEMORANDUM OF TENANCY IN COMMON AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have hereunto affixed hand and seal as of the date first above written.

Signed, sealed and delivered this
10th day of June, 2022, in
the presence of:

Unofficial Witness

B. Weber

Notary Public

My commission expires:

(Notary Seal) *Fixed*
OCTOBER 24 2023

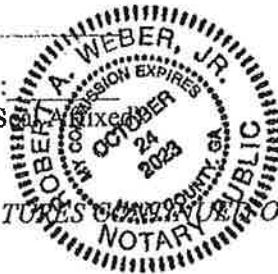
GOOD WILL, LLC, a Georgia limited liability company

By:

William A. Baywell, Jr. (SEAL)
William A. Baywell, Jr., Member

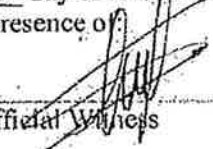
(Seal)

SIGNATURES CONTINUE ON NEXT SUCCEEDING PAGE



COUNTERPART SIGNATURE PAGE
TO
MEMORANDUM OF TENANCY IN COMMON AGREEMENT

Signed, sealed and delivered this
10th day of June, 2022, in
the presence of:


Unofficial Witness


Notary Public

My commission expires
(Notary Seal Affixed)



**CBD 52, LLC, a Georgia limited
liability company**

By:  (SEAL)
C. Brian Daniel, Member

(Seal)

SIGNATURES CONTINUED ON NEXT SUCCEEDING PAGE

COUNTERPART SIGNATURE PAGE
TO
MEMORANDUM OF TENANCY IN COMMON AGREEMENT

Signed, sealed and delivered this
18th day of June, 2022, in
the presence of:

Elaine A. Barnett
Unofficial Witness

R. Weber
Notary Public

My commission expires:

(Notary Seal Affixed)



PAW 52, LLC, a Georgia limited
liability company

By: Philip A. Wilheit, Sr. (SEAL)
Philip A. Wilheit, Sr., Member

(Seal)