

# A. Settlement Statement

U.S. Department of Housing  
and Urban Development

OMB Approval No. 2502-0265



<b>B. Type of Loan</b>			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number 50054477
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		7. Loan Number
			8. Mortgage Insurance Case Number
<b>C. Note:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.			
<b>D. Name and Address of Borrower</b> Hall County, Georgia 2875 Browns Bridge Road Gainesville, GA 30504		<b>E. Name and Address of Seller</b> Grubs Market, LLC 938 Cherokee Road Gainesville, GA 30501	
		<b>F. Name and Address of Lender</b> CASH	
<b>G. Property Location</b> 509 and 511 SW Main Street Gainesville, GA 30501 Parcels 01011 001002 & 01011 001003		<b>H. Settlement Agent</b> Stewart Melvin & Frost, LLP	
		<b>Place of Settlement</b> 200 Main Street, SW Sixth Floor Hunt Tower Gainesville, GA 30501	<b>I. Settlement Date</b> 05/28/2026 DD: 05/28/2026
<b>J. SUMMARY OF BORROWER'S TRANSACTION:</b>		<b>K. SUMMARY OF SELLER'S TRANSACTION:</b>	
<b>100. GROSS AMOUNT DUE FROM BORROWER</b>		<b>400. GROSS AMOUNT DUE TO SELLER</b>	
101. Contract sales price	1,575,000.00	401. Contract sales price	1,575,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	3,672.50	403.	
104.		404.	
105.		405.	
<b>Adjustments for items paid by seller in advance</b>		<b>Adjustments for items paid by seller in advance</b>	
106. City/town taxes	to	406. City/town taxes	to
107. County taxes	to	407. County taxes	to
108. Assessments	to	408. Assessments	to
109.		409.	
110.		410.	
111.		411.	
112.		412.	
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>	<b>1,578,672.50</b>	<b>420. GROSS AMOUNT DUE TO SELLER</b>	<b>1,575,000.00</b>
<b>200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER</b>		<b>500. REDUCTIONS IN AMOUNT TO SELLER</b>	
201. Deposit or earnest money	50,000.00	501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	63,000.00
203. Existing loan(s) taken subject to		503. Existing loans taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
<b>Adjustments for items unpaid by seller</b>		<b>Adjustments for items unpaid by seller</b>	
210. City/town taxes	01/01 to 05/28 5,095.35	510. City/town taxes	01/01 to 05/28 5,095.35
211. County taxes	01/01 to 05/28 794.83	511. County taxes	01/01 to 05/28 794.83
212. Assessments	to	512. Assessments	to
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. TOTAL PAID BY / FOR BORROWER</b>	<b>55,890.18</b>	<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	<b>68,890.18</b>
<b>300. CASH AT SETTLEMENT FROM OR TO BORROWER</b>		<b>600. CASH AT SETTLEMENT TO OR FROM SELLER</b>	
301. Gross amount due from borrower (line 120)	1,578,672.50	601. Gross amount due to seller (line 420)	1,575,000.00
302. Less amounts paid by/for borrower (line 220)	55,890.18	602. Less reduction amount due to seller (line 520)	68,890.18
<b>303. CASH</b>	<b>FROM BORROWER</b> 1,522,782.32	<b>603. CASH</b>	<b>TO SELLER</b> 1,506,109.82

L. SETTLEMENT CHARGES:		File Number: 50054477	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700.	TOTAL SALES/BROKER'S COMMISSION based on price \$	1,575,000.00 @ 4.00 =	63,000.00	
Division of commission (line 700) as follows:				
701.	\$ 63,000.00 to	NORTON COMMERCIAL ACREAGE GROUP, LLC		
702.	\$ to			
703.	Commission paid at Settlement			63,000.00
704.				
800.	ITEMS PAYABLE IN CONNECTION WITH LOAN	P.O.C.		
801.	Loan Origination Fee	%		
802.	Loan Discount	%		
803.	Appraisal Fee	to		
804.	Credit Report	to		
805.	Lender's Inspection Fee	to		
806.	Mtg. Ins. Application Fee	to		
807.	Assumption Fee	to		
808.				
809.	Underwriting Fee			
810.	Tax Service Fee			
811.	Flood Cert Fee			
812.	Document Preparation Fee			
813.	Courier Fee			
814.				
815.				
900.	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901.	Interest from to @ \$ /day			
902.	Mortgage Insurance Premium to			
903.	Hazard Insurance Premium yrs. to			
904.				
905.				
1000.	RESERVES DEPOSITED WITH LENDER FOR			
1001.	Hazard Insurance mo. @ \$ / mo.			
1002.	Mortgage Insurance mo. @ \$ / mo.			
1003.	City property taxes mo. @ \$ / mo.			
1004.	County property taxes mo. @ \$ / mo.			
1005.	Annual Assessments mo. @ \$ / mo.			
1006.	mo. @ \$ / mo.			
1007.	mo. @ \$ / mo.			
1008.	Aggregate Reserve for Hazard/Flood Ins, City/Count			
1100.	TITLE CHARGES			
1101.	Settlement or closing fee to			
1102.	Abstract or title search to			
1103.	Title examination to			
1104.	Title insurance binder to			
1105.	Document preparation to			
1106.	Notary fees to			
1107.	Attorney's fees to			
	(includes above item No: )			
1108.	Title insurance to Chicago Title Insurance Company		3,622.50	
	(includes above item No: )			
1109.	Lender's coverage			
1110.	Owner's coverage 1,575,000.00 --- 3,622.50			
1111.				
1112.	Tax Report/Review Fee			
1113.	Courier/Express Fee			
1200.	GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201.	Recording fees Deed \$ ; Mortgage \$ ; Releases \$			
1202.	City/county/stamps Deed \$ ; Mortgage \$			
1203.	State tax/stamps Deed \$ ; Mortgage \$			
1204.	Recording & Admin Fee to Clerk-HCS			
1205.	Recording & Admin Fee to Clerk-HCS			
1300.	ADDITIONAL SETTLEMENT CHARGES			
1301.	Survey to			
1302.	Pest inspection to			
1303.	Wiring Fees		50.00	
1304.				
1305.				
1306.				
1307.				
1308.				
1400.	TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)		3,672.50	63,000.00

**SETTLEMENT STATEMENT  
PAGE THREE**

**ACKNOWLEDGMENT AND RECEIPT OF SETTLEMENT STATEMENT**

Purchaser(s) and Seller(s) acknowledge that it/they have received, reviewed and approved all entries appearing on the attached Settlement Statement, and acknowledge receipt of a copy of same. This Settlement Statement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Settlement Statement. Any signature page of any such counterpart, or electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Settlement Statement, and any telecopy or other facsimile transmission shall be deemed an original and shall bind such party. The undersigned parties hereby affirm that this Settlement Statement is a complete, true and correct account of the terms of the sale and purchase consummated on this date, and hereby authorize Stewart, Melvin & Frost, LLP to make disbursements in accordance herewith.

**LEGAL REPRESENTATION**

Purchaser(s) and Seller(s) acknowledge that Stewart, Melvin & Frost LLP is serving solely as attorney for the Purchaser, notwithstanding payment of the attorney's fees by other parties.

**LIENS AND ENCUMBRANCES**

Seller(s) acknowledge that all payoff amounts for outstanding liens and encumbrances have been obtained by the Settlement Agent from the holders of such liens and encumbrances and that Settlement Agent and Purchaser(s) has relied in good faith on the information so obtained in disbursing the settlement proceeds; if any deficiency in such amounts occurs, Purchaser(s) agree to promptly remit the same to the Settlement Agent.

**TAX PRORATIONS**

Purchaser(s) and Seller(s) acknowledge that where real estate taxes and other assessments are not paid in full at settlement based on current actual bills, such amounts are prorated based on estimates using the prior year's tax bill or, if recently improved property, using the estimated value of improvements in place as of January 1 of the current tax year. Purchaser(s) and Seller(s) agree to adjust such prorations between themselves when current actual bills are received; Seller(s) agrees to promptly forward all tax bills and assessment notices to Purchaser(s) upon receipt. The payment of all outstanding taxes and assessments not paid at settlement is assumed by Purchaser(s).

**TAX RETURNS AND EXEMPTION APPLICATIONS**

Purchaser(s) hereby acknowledge that a real property tax return and an application for homestead exemption are required by law and are to be filed with the county tax collector in which the property lies after January 1 of the year immediately following settlement and that such filings are the sole responsibility of Purchaser(s).

**ERRORS AND OMISSIONS**

Purchaser(s) and Seller(s) agree that should any inadvertent errors or omissions later be discovered in any documents executed at settlement, it/they shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

**CONTRACT SURVIVAL**

Any condition or stipulation contained in the Contract, as subsequently modified, not fulfilled at time of closing shall survive the closing, execution and delivery of the deed of conveyance until such time as such conditions or stipulations are fulfilled, and all conditions, warranties, and representations stated in the Contract to specifically survive closing shall survive the closing and execution and delivery of the deed.

**TITLE INSURANCE**

Purchaser(s) is/are purchasing owner's title insurance in connection with this transaction.

**RECORDING FEES AND COURIER FEES**

Purchaser(s) and Seller(s) understand that recording fees collected by Stewart, Melvin & Frost, LLP on behalf of the Superior Court Clerk's Office for the County in which the property lies includes the actual or the estimated cost of recording deeds and may include additional monies for the possible recordation of assignments. If too much for recording and courier fees are collected by Stewart, Melvin & Frost, LLP, then the additional monies shall be attorney's fees. If too little money is collected, Stewart, Melvin & Frost, LLP shall not require the Purchaser(s) or Seller(s) to reimburse it for same, unless the re-recording is caused by error of Purchaser(s) and/or Seller(s).

**SETTLEMENT STATEMENT  
PAGE THREE (continued)**

**SPECIAL STIPULATIONS:**

The Purchaser and Seller agree all the furniture, fixtures, equipment, inventory, and personal property (collectively, "FF&E") are expressly excluded from this sale and shall remain the property of the Seller, including but not limited to: removable equipment, machinery, and tools; furniture, shelving, racking, display cases, decoration, and non-structural millwork; refrigeration units, coolers, freezers, walk-ins, and food service equipment; signage, branding, and proprietary trade fixtures; inventory, supplies, and consumables; point-of-sale systems, computers, and electronics; and all leased equipment. Trade fixtures installed by Seller for business operations shall be deemed personal property and are removable, even if affixed to the building. Seller shall have the right to enter the property before and up to ninety (90) days following closing to remove all excluded FF&E, with no obligation to restore cosmetic damage resulting from normal removal. Seller shall be allowed to remove select mechanical equipment which shall be approved by Purchaser.

Seller shall be responsible for the 2026 and subsequent years of Personal Property Taxes, not yet due and payable.

Purchaser shall be responsible for the 2026 and subsequent years of County and City of Gainesville Taxes, not yet due and payable.

The Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

**PURCHASER:**

HALL COUNTY, GEORGIA

By: David Gibbs  
Title: Chairman

May 28, 2026

**SELLER:**

GRUBS MARKET, LLC

By: Robert William Turner, Member/Manager

By: Daniel James Stribling, Member/Manager  
a/k/a James Daniel Stribling

**SETTLEMENT AGENT:**

STEWART, MELVIN & FROST, LLP

By: Eric P. Wilborn

Settlement Date: 28th day of May, 2026

Return to: Eric P. Wilborn  
Stewart, Melvin & Frost, LLP  
P. O. Box 3280  
Gainesville, Georgia 30503

## QUIT-CLAIM DEED

STATE OF GEORGIA, HALL COUNTY.

THIS INDENTURE, made this 28<sup>th</sup> day of May, 2026, between **GRUBS MARKET, LLC**, a Georgia limited liability company (hereinafter referred to as “**GRANTOR**”), and **HALL COUNTY, GEORGIA** a political subdivision of the State of Georgia (hereinafter referred to as “**GRANTEE**”) (the words “Grantor” and “Grantee” to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor, in consideration of the sum of ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATION, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, does hereby grant and convey unto Grantee all the right, title, interest, claim or demand which the Grantor has or may have had in and to the following described real property, to wit:

Property described on **Exhibit “A”** attached hereto and by reference made a part hereof.

TOGETHER WITH all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed the day and year above written.

Signed, sealed and delivered in the presence of:

GRUBS MARKET, LLC

Cathy O. Jaturro  
Unofficial Witness

By: [Signature] (SEAL)  
Robert William Turner, Member/Manager

Lisa F. Smith  
Notary Public



(NOTARIAL SEAL)

My Commission Expires: July 24, 2029

Cathy O. Jaturro  
Unofficial Witness

By: [Signature] (SEAL)  
Daniel James Stribling, Member/Manager  
a/k/a James Daniel Stribling

Lisa F. Smith  
Notary Public



(NOTARIAL SEAL)

My Commission Expires: July 24, 2029

**EXHIBIT 'A'**

All that tract or parcel of land lying and being in Land Lot 154, 9<sup>th</sup> District, City of Gainesville, Hall Co GA and being shown and delineated on plat of survey prepared for Marco McKibbin LLC by Cleveland Land Surveying dated May 23, 2018 and being more particularly described according to said survey as follows:

**TO FIND THE POINT OF BEGINNING**, begin at the intersection of the East right of way of Main Street with the North right of way of College Ave.; thence along the Easterly right of way of Main Street North 33 degrees 02 minutes 22 seconds West 245.27 feet to an iron pin set being the **POINT OF BEGINNING**; thence continuing along said right of way North 32 degrees 28 minutes 01 second West 131.79 feet to an iron pin set; thence leaving said right of way North 56 degrees 21 minutes 04 seconds East 102.50 feet to an "X" in concrete placed; thence South 50 degrees 30 minutes 10 seconds East 134.96 feet to a nail and washer set; thence South 55 degrees 19 minutes 7 seconds West 144.37 feet to an iron pin set being the **POINT OF BEGINNING**.

Return to: Eric P. Wilborn  
Stewart, Melvin & Frost, LLP  
P. O. Box 3280  
Gainesville, Georgia 30503

## LIMITED WARRANTY DEED

GEORGIA, COUNTY OF HALL

THIS INDENTURE, made this 20<sup>th</sup> day of May, 2026, between GRUBS MARKET, LLC, a Georgia limited liability company (hereinafter called "GRANTOR"), and HALL COUNTY, GEORGIA (hereinafter called "GRANTEE").

WHEREAS, Robert William Turner and Daniel James Stribling are the sole members of Grubs Market, LLC, and this deed is being executed and delivered in connection with winding up the business of Grubs Market, LLC.

WITNESSETH: That the said GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATION, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said GRANTEE the following described property, to-wit:

Property described on **Exhibit "A"** attached hereto and by reference made a part hereof.

**TO HAVE AND TO HOLD** the said tract or parcel of 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 the said GRANTEE, forever, in **FEE SIMPLE**.

**AND THE SAID GRANTOR** will warrant and forever defend the right and title to the above described property, unto the said GRANTEE against the claims of all persons whomsoever claiming through or under Grantor.

**WHEREVER** there is a reference herein to the GRANTOR or the GRANTEE, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set its hand and seal, the day and year above written.

Signed, sealed and delivered in the Presence of:

GRUBS MARKET, LLC

[Signature]  
Unofficial Witness

[Signature] (SEAL)  
By: Robert William Turner, Member/Manager

[Signature]  
Notary Public

(NOTARY SEAL)

My Commission Expires:

8/24/29



[Signature]  
Unofficial Witness

[Signature] (SEAL)  
By: Daniel James Stribling, Member/Manager  
a/k/a James Daniel Stribling

[Signature]  
Notary Public

(NOTARY SEAL)

My Commission Expires:

8/24/29



**EXHIBIT "A"**  
**(Legal Description)**

**Legal per Deed Book 438 Page 52:**

**All that tract or parcel of land situated; lying and being in the City of Gainesville, County of Hall, and State of Georgia, and more fully described as follows:**

**Beginning at the northwest corner of the lot whereon E.E. Kimbrough formerly resided (said lot being later owned by W.B. Veasey) on Main Street and running thence in a northerly direction along Main Street 71.5 feet, more or less, to a corner of a lot formerly owned by E.E. Kimbrough but now known as the property of Lester Hosch, etal; thence in an easterly direction along the line of the said mentioned lot 124 feet, more or less, to an iron pin corner of a lot formerly belonging to Mrs. Merck, but now the property of A.E. Smith; thence in a southeasterly direction a straight line along the former lot of Mrs. Merck aforesaid at an obtuse angle a distance of 75 feet, more or less, to the line of the said former Kimbrough lot (now property of J.W. Peters); thence in a westerly direction a straight line along the property line of said Peters lot a distance of 146.5 feet, more or less, to the point of beginning on Main Street.**

**Legal per Deed Book 460 Page 428:**

**All that tract and parcel of land lying and being in on the East side of Main Street in Gainesville, Georgia, beginning at an iron stake pin corner located on East side of sidewalk at a point 372.8 feet South of Church Street, and running from said beginning corner stake on Main Street in a straight line 102.5 feet East to and along South wall of brick building to iron stake or pin corner, thence in a straight line southeast along hedge 64 feet to iron pin stake corner, thence in a straight line westward along hedge 125.5 feet to iron pin stake corner at East side of East sidewalk on Main Street at a point 57.3 feet from beginning corner, thence in a straight line along East side of sidewalk on Main Street 57.3 feet to the beginning corner. On said lot is a cottage made into two apartments.**

**Parcel ID Number: 01011 001002 and 01011 001003**

**TAX PARCEL #: 01011 001002, 01011 001003**

**PROPERTY ADDRESS: 509 SW Main St Gainesville, GA 30503 511 SW Main St Gainesville, GA 30503**

**This Deed is given subject to all easements and restrictions of record.**

## OWNER'S AFFIDAVIT

**STATE OF GEORGIA,  
COUNTY OF HALL**

Personally appeared before me, the undersigned attesting officer duly authorized to administer oaths, Robert William Turner and Daniel James Stribling (hereinafter referred to collectively as "Deponents") who, first being duly sworn, depose and say on oath as follows:

GRUBS MARKET, LLC, a Georgia limited liability company, ("Company") is the owner of certain real estate described on **Exhibit "A"** attached hereto and by reference made a part hereof (the "Property"), subject to the Permitted Exceptions set forth on **Exhibit "B"** attached hereto and by reference made a part hereof;

That Deponent, Robert William Turner and Daniel James Stribling are the Managers and Members of the Company;

That Robert William Turner and Daniel James Stribling is the duly elected and acting Managers of the Company and are duly authorized and empowered to make and do make this affidavit in their representative capacity on behalf of the Company;

That there are no persons, corporations, or other entities in possession of said Property who have a right or claim to possession extending beyond the date hereof, or who have a right or claim to possession arising beyond the date hereof, including but not limited to, leases, contracts, rights of first refusal and options, excepting that Company will remain in possession until \_\_\_\_\_ 2026, and **except further: NONE.**

That no one other than said Owner or the party (if any) purchasing the Property as part of this transaction has the right of possession of said Property after \_\_\_\_\_, 2026, except the Purchaser, Hall County, Georgia.

That there is no outstanding indebtedness on the Property or for equipment, appliances, or other fixtures attached to said Property, except: NONE.

That there are no rights, interest or claim that may exist, arise or be asserted under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws as to the Property.

That, there are no charges or assessments which are due and payable for water, sewer, sanitary services, garbage, or other utilities or services for which the county or municipality in which the Property is located has a lien.

That all taxes, charges, and assessments levied and assessed against the Property which are due and payable have been paid, and that Deponents have no knowledge of any pending assessments.

That, to the best of Deponents knowledge, the lines and corners of said Property are clearly marked, that there are no disputes concerning the location of lines and corners, that the Property is free from leases, contracts, easements, or claims of easements, not shown by the public records, and that an undisputed right of access to the Property exists from a public road.

That there are no pending suits, proceedings, judgments, bankruptcies, liens or executions against said Owners either in the aforesaid county or any other county in the State of Georgia.

That to the best of Deponents knowledge and belief, no termites or other wood destroying organisms have actively infested any portion of the improvements located on the Property at any time.

That the undersigned have not allowed and know of no violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the Property.

That the Property has public access, ingress and egress, vehicular and pedestrian, to and from a public roadway.

That Deponents have not entered into any agreement that would obligate Deponents to pay any fee, commission or other compensation to a licensed real estate broker for the management, sale, purchase, lease, option or other conveyance of any interest in the subject property. If Deponents have entered into such an agreement, then Deponents state under oath that all such compensation due or to become due has been paid or has been waived in writing by the potential lien claimant. Deponents further state that Deponents have not received notice of a lien or claim of lien for any of the aforementioned services.

That there have been no improvements or repairs made to the Property, or services of architects, surveyors or engineers performed on or with respect to the Property, within 95 days prior to this date. If any such improvement, repairs or services have been so performed, then the agreed price or the reasonable value of all labor, services and materials has been paid in full to all persons or parties who have provided any such labor, services or materials. This affidavit is made in accordance with O.C.G.A. §44-14-361.2, and may be relied upon by any purchaser to whom an interest in the Property is being conveyed, or any lender making any loan secured by an interest in the Property or any attorney dealing with the title to the Property, or any title insurance company insuring any interest in the Property.

GRUBS MARKET, LLC

*Robert William Turner*

(SEAL)

**Robert William Turner,**  
Manager/Member of Grubs Market, LLC

Sworn to and subscribed before  
me this 28<sup>th</sup> day of May, 2026.

*Cathy O. Tatum*  
Notary Public

My Commission Expires:

8/24/29

(NOTARY SEAL)



Sworn to and subscribed before  
me this 28<sup>th</sup> day of May, 2026.

*Cathy O. Tatum*  
Notary Public

My Commission Expires:

8/24/29

(NOTARY SEAL)



*Daniel James Stribling*

(SEAL)

**Daniel James Stribling**  
Manager/Member of Grubs Market, LLC  
\*a/k/a James Daniel Stribling

**EXHIBIT "A"**  
**(Legal Description)**

**Legal per Deed Book 438 Page 52:**

**All that tract or parcel of land situated, lying and being in the City of Gainesville, County of Hall, and State of Georgia, and more fully described as follows:**

**Beginning at the northwest corner of the lot whereon E.E. Kimbrough formerly resided (said lot being later owned by W.B. Veasey) on Main Street and running thence in a northerly direction along Main Street 71.5 feet, more or less, to a corner of a lot formerly owned by E.E. Kimbrough but now known as the property of Lester Hosch, etal; thence in an easterly direction along the line of the said mentioned lot 124 feet, more or less, to an iron pin corner of a lot formerly belonging to Mrs. Merck, but now the property of A.E. Smith; thence in a southeasterly direction a straight line along the former lot of Mrs. Merck aforesaid at an obtuse angle a distance of 75 feet, more or less, to the line of the said former Kimbrough lot (now property of J.W. Peters); thence in a westerly direction a straight line along the property line of said Peters lot a distance of 146.5 feet, more or less, to the point of beginning on Main Street.**

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**Parcel ID Number: 01011 001002 and 01011 001003**

**TAX PARCEL #: 01011 001002, 01011 001003**

**PROPERTY ADDRESS: 509 SW Main St Gainesville, GA 30503 511 SW Main St Gainesville, GA**

## **Exhibit "B"**

1. Easement to Georgia Power from Charles M. Heathman dated April 17, 1973, recorded in Deed Book 510, Page 474, Hall County, Georgia Deed Records.
2. Subject to 2026 Hall County and City of Gainesville taxes, and subsequent years not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the date herein.

## AFFIDAVIT REGARDING BROKERS (SELLER)

Before the undersigned attesting officer, duly authorized by law to administer oaths in the State of Georgia, personally appeared GRUBS MARKET, LLC (hereinafter referred to as "Affiant"), who, being first duly sworn according to law, deposes and says:

1. That Affiant has personal knowledge of the facts set forth herein.
2. That Affiant has the power and authority, without the consent of any other party, to execute and deliver this affidavit.
3. That Affiant is the Seller of fee simple title to that certain property situated in Hall County, Georgia, more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference (said real property, together with all improvements and fixtures thereon, hereinafter referred to as the "Property").
4. That, except for those parties listed on Exhibit "B" attached hereto and made a part hereof by this reference, Seller has not engaged any "Broker's" services (as defined in O.C.G.A. §44-14-601) with regard to the purchase, sale, management, lease, option or other conveyance of any interest in the Property, and as of the date hereof Seller has not received any notice of lien from any real estate broker, salesman, agent or similar person relating to the Property.
5. That this Affidavit is made for the purpose of inducing Chicago Title Insurance Company ("Title Company") to issue certain policies of title insurance with respect to the Property, and the attorney certifying title to the Property so to certify.

[Signatures on next page]

Sworn to and subscribed before me this  
28<sup>th</sup> day of May, 2026

GRUBBS MARKET, LLC

Cathy O. Tatum (SEAL)  
Notary Public  
By: Robert William Turner  
Title: Member/Manager

Cathy O. Tatum (SEAL)  
Notary Public  
By: Daniel James Stribling, Manager  
Title: Member/Manager  
\*a/k/a James Daniel Stribling

**EXHIBIT "A"**  
**(Legal Description)**

**Legal per Deed Book 438 Page 52:**

**All that tract or parcel of land situated; lying and being in the City of Gainesville, County of Hall, and State of Georgia, and more fully described as follows:**

**Beginning at the northwest corner of the lot whereon E.E. Kimbrough formerly resided (said lot being later owned by W.B. Veasey) on Main Street and running thence in a northerly direction along Main Street 71.5 feet, more or less, to a corner of a lot formerly owned by E.E. Kimbrough but now known as the property of Lester Hosch, etal; thence in an easterly direction along the line of the said mentioned lot 124 feet, more or less, to an iron pin corner of a lot formerly belonging to Mrs. Merck, but now the property of A.E. Smith; thence in a southeasterly direction a straight line along the former lot of Mrs. Merck aforesaid at an obtuse angle a distance of 75 feet, more or less, to the line of the said former Kimbrough lot (now property of J.W. Peters); thence in a westerly direction a straight line along the property line of said Peters lot a distance of 146.5 feet, more or less, to the point of beginning on Main Street.**

**Legal per Deed Book 460 Page 428:**

**All that tract and parcel of land lying and being in on the East side of Main Street in Gainesville, Georgia, beginning at an iron stake pin corner located on East side of sidewalk at a point 372.8 feet South of Church Street, and running from said beginning corner stake on Main Street in a straight line 102.5 feet East to and along South wall of brick building to iron stake or pin corner, thence in a straight line southeast along hedge 64 feet to iron pin stake corner, thence in a straight line westward along hedge 125.5 feet to iron pin stake corner at East side of East sidewalk on Main Street at a point 57.3 feet from beginning corner, thence in a straight line along East side of sidewalk on Main Street 57.3 feet to the beginning corner. On said lot is a cottage made into two apartments.**

**Parcel ID Number: 01011 001002 and 01011 001003**

**TAX PARCEL #: 01011 001002, 01011 001003**

**PROPERTY ADDRESS: 509 SW Main St Gainesville, GA 30503 511 SW Main St Gainesville, GA**

## EXHIBIT "B"

**BROKERAGE:** The parties are represented by the following licensed Real Estate Brokers.

Selling Broker is Candler Real Estate Group, LLC- Brian Hughs, CCIM & Lee Heemer, CCIM, SIOR

Listing Broker is The Norton Agency – Stephen Lovett & Charlie Hawkins

Purchaser shall be responsible for the commission due to Candler Real Estate Group, LLC – Brian Hughes, CCIM & Lee Hemmer, CCIM, SIOR, which commission shall be billed outside of Closing and paid pursuant to a separate agreement between Purchaser and Candler Real Estate Group, LLC. No amount for such commission shall be shown on the settlement statement.

Seller shall be responsible for (4% of purchase price) commission due to Listing Broker, The Norton Agency – Stephen Lovett & Charlie Hawkins, as agreed upon in a separate agreement between Seller and Listing Broker.

Purchaser indemnifies Seller against, and agree to hold, save, and defend the other party harmless from, any and all claims (and expenses, including reasonable attorneys' fees, incurred in fending such claims or in enforcing this indemnity) for any real estate commission or similar fee arising out of or in any way connected with any claimed agency relationship with the indemnifying party and relating to the purchase and sale of the Property contemplated by this Agreement.

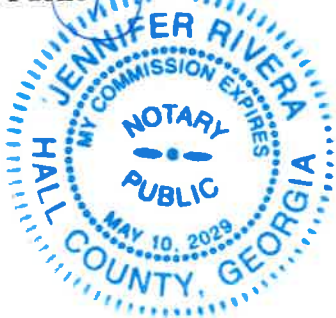
AFFIDAVIT REGARDING BROKERS (PURCHASER)

Before the undersigned attesting officer, duly authorized by law to administer oaths in the State of Georgia, personally appeared HALL COUNTY, GEORGIA (hereinafter referred to as "Affiant"), who, being first duly sworn according to law, deposes and says:

1. That Affiant has personal knowledge of the facts set forth herein.
2. That Affiant has the power and authority, without the consent of any other party, to execute and deliver this affidavit.
3. That Affiant is the Buyer/Purchaser of fee simple title to that certain property situated in Hall County, Georgia, more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference (said real property, together with all improvements and fixtures thereon, hereinafter referred to as the "Property").
4. That, except for those parties listed on Exhibit "B" attached hereto and made a part hereof by this reference, Buyer/Purchaser has not engaged any "Broker's" services (as defined in O.C.G.A. §44-14-601) with regard to the purchase, sale, management, lease, option or other conveyance of any interest in the Property, and as of the date hereof Seller has not received any notice of lien from any real estate broker, salesman, agent or similar person relating to the Property.
5. That this Affidavit is made for the purpose of inducing Chicago Title Insurance Company ("Title Company") to issue certain policies of title insurance with respect to the Property, and the attorney certifying title to the Property so to certify.

Sworn to and subscribed before me this  
28th day of May, 2026

  
Notary Public



HALL COUNTY, GEORGIA

  
By: David Gibbs  
Title: Chairman



**EXHIBIT "A"**  
**(Legal Description)**

**Legal per Deed Book 438 Page 52:**

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## EXHIBIT "B"

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Selling Broker is Candler Real Estate Group, LLC- Brian Hughs, CCIM & Lee Heemer, CCIM, SIOR

Listing Broker is The Norton Agency – Stephen Lovett & Charlie Hawkins

Purchaser shall be responsible for the commission due to Candler Real Estate Group, LLC – Brian Hughes, CCIM & Lee Hemmer, CCIM, SIOR, which commission shall be billed outside of Closing and paid pursuant to a separate agreement between Purchaser and Candler Real Estate Group, LLC. No amount for such commission shall be shown on the settlement statement.

Seller shall be responsible for (4% of purchase price) commission due to Listing Broker, The Norton Agency – Stephen Lovett & Charlie Hawkins, as agreed upon in a separate agreement between Seller and Listing Broker.

Seller indemnifies Purchaser against, and agree to hold, save, and defend the other party harmless from, any and all claims (and expenses, including reasonable attorneys' fees, incurred in fending such claims or in enforcing this indemnity) for any real estate commission or similar fee arising out of or in any way connected with any claimed agency relationship with the indemnifying party and relating to the purchase and sale of the Property contemplated by this Agreement.

**BROKER'S UNCONDITIONAL WAIVER & RELEASE OF LIEN**

**Purchaser:** HALL COUNTY, GEORGIA  
**Seller:** GRUBS MARKET, LLC  
**Property:** 509 and 511 SW Main Street, Gainesville, GA 30501  
**Closing Date:** May 28, 2026  
**Contract Date:** May 13, 2026

By its execution hereof, the undersigned hereby acknowledges and agrees that the total amount of all commissions, finders' fees, cooperation fees, expenses and other brokerage-related compensation due the undersigned in connection with the consummation of the transactions which are the subject of this Release & Waiver, including, without limitation, the conveyance of the Property by Seller to Purchaser, is in the amounts set forth below, and that the undersigned has received payment in full of such amount. The undersigned further acknowledges and agrees that it has no claim against Seller or Purchaser for any fees of any nature whatsoever in connection with the transactions which are the subject of this Waiver & Release of Lien.

In consideration of one dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby waives, releases and fully discharges any and all liens or claims of liens or any right it has upon the Property, and hereby releases Purchaser and Seller and their respective successors and assigns from any and all liens, claims, rights and causes of action that the undersigned now has or may at any time hereafter have under the laws of the State of Georgia against any or all of said parties by virtue of services rendered in connection with the Contract or the Property.

NORTON COMMERCIAL ACREAGE GROUP, LLC, LISTING BROKER

Total commission due: \$63,000.00

Seller shall be responsible for commission due to Listing Broker – Stephen Lovett & Charlie Hawkins, as agreed upon in a separate Agreement between Seller and Listing Broker. Amount paid through this date: \$63,000.00 (4% of purchase price).

Dated this 28<sup>th</sup> day of May, 2026.


Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Unofficial Witness  
  
\_\_\_\_\_  
Notary Public

(NOTARY SEAL)



**NORTON COMMERCIAL ACREAGE  
GROUP, LLC**

By:   
\_\_\_\_\_  
Name: Charlie Hawkins  
Title: Norton Agency

**BROKER'S UNCONDITIONAL WAIVER & RELEASE OF LIEN**

**Purchaser:** HALL COUNTY, GEORGIA  
**Seller:** GRUBS MARKET, LLC  
**Property:** 509 and 511 SW Main Street, Gainesville, GA 30501  
**Closing Date:** May 28, 2026  
**Contract Date:** May 13, 2026

By its execution hereof, the undersigned hereby acknowledges and agrees that the total amount of all commissions, finders' fees, cooperation fees, expenses and other brokerage-related compensation due the undersigned in connection with the consummation of the transactions which are the subject of this Release & Waiver, including, without limitation, the conveyance of the Property by Seller to Purchaser, is in the amounts set forth below, and that the undersigned has received payment in full of such amount. The undersigned further acknowledges and agrees that it has no claim against Seller or Purchaser for any fees of any nature whatsoever in connection with the transactions which are the subject of this Waiver & Release of Lien.

In consideration of one dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby waives, releases and fully discharges any and all liens or claims of liens or any right it has upon the Property, and hereby releases Purchaser and Seller and their respective successors and assigns from any and all liens, claims, rights and causes of action that the undersigned now has or may at any time hereafter have under the laws of the State of Georgia against any or all of said parties by virtue of services rendered in connection with the Contract or the Property.

**CANDLER REAL ESTATE GROUP, LLC - SELLING BROKER**

Purchaser shall be responsible for the commission due to Candler Real Estate Group, LLC – Brian Hughs, CCIM & Lee Hemmer, CCIM, SIOR. Commission shall be billed outside of closing and paid pursuant to a separate agreement between Purchaser and Candler Real Estate Group, LLC. No amount for such commission shall be shown on the Settlement Statement.

CANDLER REAL ESTATE GROUP, LLC, as Escrow Agent: Pursuant to Agreement, Purchaser deposited non-refundable Fifty Thousand and no/100 Dollars \$50,000.00 Earnest Money with Candler Real Estate Group, LLC, as Escrow Agent to be applied to the Purchase Price at Closing. Escrow Agent shall hold and deliver the Earnest Money to, or upon the instructions of, Seller on the Closing date on or before May 29, 2026. Candler Real Estate Group, LLC, as Escrow Agent, delivered this day to Stewart Melvin & Frost, LLP, Attorney Trust Account the said Earnest Money in the amount of Fifty Thousand and no/100 Dollars \$50,000.00. Said Earnest Money is to be applied to Purchase Price and shall be reflected in the Settlement Statement at Closing.

[Signatures on next page]

Dated this 28<sup>th</sup> day of May, 2026.

Signed, sealed and delivered  
in the presence of:

CANDLER REAL ESTATE GROUP, LLC

*[Signature]*  
Unofficial Witness  
*Rachel Vaughn*  
Notary Public

By: *[Signature]*  
Name: *Eric Hughes*  
Title: *Principal*

(NOTARY SEAL)



Dated this \_\_\_\_ day of May, 2026.

Signed, sealed and delivered  
in the presence of:


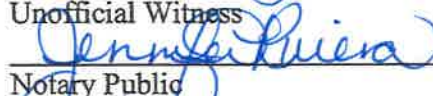
CANDLER REAL ESTATE GROUP, LLC


\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
(NOTARY SEAL)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HALL COUNTY, GEORGIA

  
\_\_\_\_\_  
Unofficial Witness  
  
\_\_\_\_\_  
Notary Public  
(NOTARY SEAL)

By:   
Name: David Gibbs  
Title: Chairman  
May 20, 2026

