

STATE OF GEORGIA

COUNTY OF HALL

**RESOLUTION RATIFYING PURCHASE OF REAL PROPERTY AND APPROVING  
AND AUTHORIZING THE TRANSFER OF THE SAME REAL PROPERTY TO HALL  
COUNTY, GEORGIA**

**WHEREAS**, the Official Code of Georgia Annotated § 36-9-2 and Hall County Code Section 200.20.015 provide the Hall County Board of Commissioners with the authority to govern and control all property belonging to the County; and

**WHEREAS**, Grubs Market, LLC (“Grubs Market”) was the owner in fee simple of approximately 0.40 acres of improved real property located at 509 and 511 Main Street, SW, Gainesville, Hall County, Georgia 30501, identified as Hall County Tax Parcel Nos. 01011 001002 and 01011 001003 (the “Property”); and

**WHEREAS**, on or about May 2026, Grubs Market and Hall County, Georgia (the “County”) entered into a Real Estate Purchase and Sale Agreement (the “Agreement”), whereby the County agreed to purchase the Property for the sum of One Million Five Hundred Seventy-Five Thousand Dollars (\$1,575,000.00), a copy of which is attached hereto as Exhibit “A”; and

**WHEREAS**, an independent appraisal was obtained by the County establishing a market value of \$1,575,000 for the Property; and

**WHEREAS**, pursuant to the Agreement, the parties consummated the sale of the Property and conveyed title to the County by Limited Warranty Deed and Quitclaim Deed, copies of which are attached hereto as Exhibits “B” and “C”, respectively; and

**WHEREAS**, the Hall County Board of Commissioners has determined that acquisition of the Property is necessary and desirable to facilitate the expansion of the Hall County Judicial

Complex and related governmental operations, or for such other lawful public, governmental, or County purposes as may be determined by the Board of Commissioners; and

**WHEREAS**, the Hall County Board of Commissioners finds that acquisition of the Property serves a valid public purpose and is in the best interests of the citizens of Hall County.

**NOW, THEREFORE, BE IT RESOLVED** by the Hall County Board of Commissioners that:

1. The Real Estate Purchase and Sale Agreement between Hall County, Georgia and Grubs Market, LLC for the purchase of the Property is hereby ratified, approved, and confirmed in all respects.
2. The acquisition and transfer of the Property to Hall County, Georgia is hereby accepted and approved.
3. The purchase price of One Million Five Hundred Seventy-Five Thousand Dollars (\$1,575,000.00), together with customary closing costs, is hereby ratified and approved.
4. The acquisition of the Property is hereby declared to serve a valid public purpose and to promote the health, safety, welfare, and governmental interests of Hall County, including, without limitation, the expansion of the Hall County Judicial Complex and other lawful governmental uses as may be authorized by the Board of Commissioners.
5. The Chairman and/or the Vice Chair, or any other appropriate County official, is authorized to execute any additional documents and take any actions necessary to effectuate and finalize the acquisition of the Property subject to the review and approval of the County Attorney.

[SIGNATURES AND ATTESTATION ON FOLLOWING PAGE]

**SO RESOLVED** this the 11th day of June, 2026.

**HALL COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
David Gibbs, Chairman

ATTEST:

\_\_\_\_\_(SEAL)  
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Justin R. Lawhon, Interim County Attorney

# EXHIBIT A

## REAL ESTATE PURCHASE AND SALE AGREEMENT

STATE OF GEORGIA  
COUNTY OF HALL

\_\_\_\_\_  
DATE

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and among GRUBS MARKET, LLC, a Georgia limited liability company (herein called "Seller") and HALL COUNTY, GEORGIA, (herein called "Purchaser"). The effective date of this Agreement (the "Effective Date") shall be the day on which this Agreement is last executed by Purchaser and Seller as reflected by the dates on the signature page hereof.

### WITNESSETH THAT

Seller owns those tracts or parcels of land lying and being in the City of Gainesville, Hall County, Georgia, and being known as 509 and 511 SW Main Street, Gainesville, GA 30501, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter called "Land"). The Land, all improvements situated thereon, all rights, privileges, rights of way, easements, and appurtenances thereto, and all leases, permits, licenses, authorizations, consents, entitlements, approvals, warranties, guarantees, and indemnities relating thereto, now or hereafter belonging thereto, are herein collectively referred to as the "Property".

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. **PURCHASE AND SALE:** Seller agrees to sell and convey the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller on the terms and conditions provided in this Agreement.

2. **PURCHASE PRICE:** The purchase price (hereinafter referred to as the "Purchase Price") for the Property shall be ONE MILLION FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS IS 1,575,000.00.

3. **PAYMENT OF PURCHASE PRICE:** At the Closing, Purchaser shall pay Seller the Purchase Price, less a credit for the Earnest Money and as adjusted to reflect the pro-rations specifically provided for within Section 10.4 of this Agreement. Payment shall be by wire transfer of immediately available funds.

4. **EARNEST MONEY:** Upon (a) final approval of this transaction by the Hall County Board of Commissioners and (b) full execution and delivery of this Agreement by Seller and Purchaser, Purchaser shall, within one (1) Business Day thereafter, deposit Fifty Thousand and no/100 Dollars (\$50,000.00) (the "Earnest Money") with Candler Real Estate Group, LLC as escrow agent (the "Escrow Agent"). Upon such deposit, all Earnest Money shall be non-refundable to Purchaser for any reason and shall be applied to the Purchase Price at Closing, and Escrow Agent shall hold and disburse the Earnest Money in accordance with this Section 4:

4.1 **Payment at Closing:** If the Closing takes place under this Agreement, Escrow Agent shall deliver the Earnest Money to, or upon the instructions of, Seller on the Closing Date.

4.2 **Payment on Demand:** Upon receipt of any written certification from Seller demanding disbursement of the Earnest Money pursuant to this Agreement, Escrow Agent shall promptly forward a copy thereof to Purchaser and, unless Escrow Agent receives a court order directing otherwise within ten (10) calendar days after Purchaser's receipt of such certification, Escrow Agent shall disburse the Earnest Money to Seller and shall thereupon be released and discharged from any further duty or obligation hereunder. The Earnest Money is nonrefundable to Purchaser and Purchaser shall have no right to demand or receive a refund of the Earnest Money for any reason, except to the extent a court of competent jurisdiction orders otherwise in an interpleader or similar proceeding naming Escrow Agent as a party.

4.3 **Exculpation of Escrow Agent:** It is agreed that the duties of Escrow Agent in holding the Earnest Money are herein specifically provided and are purely ministerial in nature, and that Escrow Agent shall incur no liability whatsoever except for its willful misconduct or gross negligence, so long as Escrow Agent is acting in good faith. Seller and Purchaser do each hereby release Escrow Agent from any liability for any error of judgment or for any act done or omitted to be done by Escrow Agent in the good faith performance of its duties hereunder.

4.4 **Disputes:** Escrow Agent is acting solely as escrow agent with respect to the Earnest Money. If there is any dispute regarding delivery of the Earnest Money, Escrow Agent may refuse to make delivery and may continue to hold the Earnest Money until receipt of (i) a written authorization signed by Seller and Purchaser directing disposition of the Earnest Money, or (ii) a final court order directing disposition. Notwithstanding the foregoing, and consistent with the parties' agreement that the Earnest Money is nonrefundable to Purchaser, Escrow Agent shall, absent a conflicting written authorization executed by both parties or a final court order, deliver the Earnest Money to Seller upon Seller's written demand made in accordance with Section 4.2. Escrow Agent shall be reimbursed for all costs and expenses of any interpleader or similar action, including reasonable attorneys' fees and disbursements, by the party determined not to be entitled to the Earnest Money, and upon any delivery permitted herein, Escrow Agent shall have no further liability or obligation hereunder.

5. **LEGAL DESCRIPTION:** Unless the parties hereto agree otherwise in writing, the legal description of the Property to be contained in the Deed by which the Property is to be conveyed to Purchaser shall be produced from the legal description in the existing deed(s) vesting title in Seller. If a new survey is performed, Seller will execute a Quit Claim to Purchaser using the new legal description if requested by Purchaser.

## 6. **TITLE TO THE PROPERTY**

6.1 **Seller's Title:** At the Closing, Seller shall convey to Purchaser fee simple title to the Property. It shall be a condition precedent to Purchaser's obligation to close that Seller is able to convey fee simple title in and to the Property to Purchaser, subject only to the following exceptions: (i) current city, state, and county ad valorem property and sanitary sewer taxes not yet due and payable; (ii) all matters which would be revealed by an inspection or a current survey of the Land and (iii) all matters of record.

6.2 **Title Examination and Survey:** Purchaser may, but shall not be obligated, to obtain a new or updated survey of the Property. Notwithstanding anything to the contrary in this Agreement, if any title defect, encumbrance, or other matter affecting title (whether disclosed by a title commitment, update, survey, or otherwise) first arises or is first identified within thirty (30) days prior to the Closing Date, Seller shall have the right, exercisable by written notice to Purchaser at or before the Closing Date, to adjourn the Closing Date for a period of up to sixty (60) days to permit Seller to cure or remove such matter. No such adjournment by Seller shall constitute a default by Seller under this Agreement, and the Closing Date shall be automatically extended accordingly.

6.3 **Reserved.**

6.4 **Agreements Affecting the Property:** Seller agrees that so long as this Agreement remains in force and effect, Seller will not voluntarily sell, assign, rent, lease, license, convey (absolutely or as security), grant an easement, lien security interest in, or otherwise dispose of, the Property (or any interest or estate therein), or apply for or consent to any zoning, land use or development restriction with respect to the Property, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, nothing in this Section 6.4 shall (i) restrict Seller's ordinary-course operation, maintenance, repair, or use of the Property consistent with Seller's past practices, (ii) restrict Seller's removal of FF&E and other personal property as contemplated by Section 16, or (iii) prohibit Seller from entering into agreements that, by their terms, will terminate or be terminable without penalty on or before Closing.

7. **INSPECTIONS:** During the term of this Agreement, Purchaser may inspect, examine, survey, test, and review all characteristics and aspects of the Property, subject to the following: (i) Purchaser's inspections will be at reasonable times upon reasonable notice and Purchaser will use reasonable efforts to minimize disturbance to Seller's business; (ii) all such inspections shall be non-destructive in nature, and specifically shall not include any physically intrusive testing without the prior written consent of Seller, which consent may be withheld by Seller in its sole discretion; (iii) Seller will reasonably cooperate to provide any due diligence materials and documents relating to Property; (iv) prior to any entry on the Land, Purchaser, and the contractors, representatives and agents of Purchaser who enter the Land, shall provide Seller proof of commercial general liability insurance with a reputable insurer in an amount of not less than \$2,000,000.00 coverage naming Seller as an additional insured; (v) Purchaser may inspect originals of all leases and contracts; (vi) Purchaser shall pay all costs incurred in making such surveys, tests, and studies and shall indemnify, defend, and hold Seller harmless from any liens or claims for the cost of any such surveys, tests, analyses, and investigations, and any claims with respect to personal injury, death or damage to property arising out of such surveys, tests, analyses and investigations, but excluding any liability relating to the environmental condition of the Property (unless directly related to the acts or omissions of an inspecting party, including non-intrusive physical and mechanical inspections). Purchaser must repair any damage resulting from any tests or inspections. The repair and indemnification obligations of Purchaser under this Section shall survive the rescission, cancellation, or consummation of this Agreement.

7.1 **Due Diligence Materials:** Seller will work in good faith to provide to Purchaser the following third party information and documents, to the extent that such information and documents are non-proprietary and non-confidential, regarding the ownership, construction, or operation of the Property that are within the Seller's possession or control as Purchaser reasonably requests at Seller's expense: (i) any title insurance policy or similar instruments obtained by Seller; (ii) surveys of the Property; (iii) any existing, proposed, or drafted site plans, plats, engineering studies, and development plans; (iv) environmental reports and notices from, correspondence with or findings of environmental authorities; (v) leases, occupancy agreements, operating agreements, licenses and permits that affect Property; (vi) zoning and land use approvals or agreements (including conditions or stipulations of approval); (vii) notices (including notices of violation or similar citations) from and correspondence to or from the City of Gainesville, Hall County and/or the State of Georgia regarding the Property or that are proposed to affect the Property; (viii) archaeological, biological, soil, geological, grading, drainage, storm water, wetland, hydrology reports, surveys, or assessments and any other engineering reports for Property; (ix) contact information of all engineers, architects, draftsmen, or consultants known to Seller to possess information concerning Property and/or its development (each of whom Purchaser shall be authorized to contact and discuss the Property and/or its development; and (x) any other third party reports, contracts, and agreements of any kind pertaining to Property. All information provided by Seller which has been prepared by third

parties is without recourse or warranty. Further, Seller shall only be required to provide any notices or correspondence from governmental authorities relating to compliance of the Property with applicable laws, codes and regulations within the last two (2) years, or within the last five (5) years with respect to environmental matters (in each case only to the extent the same remain outstanding).

**7.2 No Due Diligence Period; No Unilateral Termination Right.** The parties acknowledge and agree there is no due diligence or unilateral termination period under this Agreement. Purchaser shall have no right to terminate this Agreement for any reason or no reason pursuant to a due diligence or termination period.

**8. RESERVED.**

**9. BROKERAGE:** The parties to this Agreement are represented by the following licensed Real Estate Brokers.

Selling Broker is Candler Real Estate Group, LLC

Listing Broker is Norton Commercial Acreage Group, LLC

Purchaser shall be responsible for the commission due to Candler Real Estate Group, LLC – Brian Hughes, CCIM & Lee Hemmer, CCIM, SIOR (“Purchaser’s Broker”), 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 commission due to Listing Broker, Norton Commercial Acreage Group, LLC – Stephen Lovett & Charlie Hawkins (“Seller’s Broker”), as agreed upon in a separate agreement between Seller and Listing Broker.

Each of Seller and Purchaser agrees to indemnify the other party against, and agrees to hold, save, and defend the other party harmless from, any and all claims (and expenses, including reasonable attorneys’ fees, incurred in defending 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. The indemnities, waivers and releases contained in this Section 9 shall survive the rescission, cancellation, termination or consummation of this Agreement.

**10. THE CLOSING:**

**10.1 Closing Date:** The Closing shall be held on or before **MAY 29, 2026** (the “Closing Date” or “Closing”), in escrow through the office of Escrow Agent. The parties shall work in good faith to close on the Property by the Closing Date as specified above. The Closing may also be held on such other date as mutually agreed upon in writing between Purchaser and Seller, or as extended pursuant to Section 6.2.

**10.2 Deliveries at Closing:** At the Closing:

**10.2.1** Seller shall convey to Purchaser fee simple title to the Property by customary limited warranty deed (the “Deed”), in form and substance reasonably acceptable to Purchaser.

**10.2.2** If requested, Seller shall execute and deliver a customary quitclaim deed conveying the Property to Purchaser based on the overall legal description set forth in Purchaser’s survey.

10.2.3 Seller shall execute and deliver an owner's title affidavit sufficient for the Title Company to issue, without extra charge, an owner's policy of title insurance free of any exceptions for: (A) unfiled mechanics' or materialmen's liens, (B) rights of parties in possession, (C) brokers' liens, and (D) "gap" matters, in each case arising by, through or under Seller.

10.2.4 Seller shall execute and deliver a certificate as required by the Foreign Investors in Real Property Tax Act.

10.2.5 Seller shall execute and deliver an affidavit pursuant to O.C.G.A. § 48-7-128 stating whether Seller is subject to withholding for State of Georgia income tax withholding purposes.

10.2.6 Seller shall execute and deliver a settlement statement approved by the parties.

10.2.7 Purchaser shall pay the balance of the Purchase Price and execute and deliver the agreed settlement statement.

10.3 **Closing Costs:** At the Closing, Purchaser shall pay for the title examination, premium and any other costs and expenses for the issuance of a standard ALTA Owner's Policy of Title Insurance in the amount of the Purchase Price, the cost of any survey obtained by Purchaser, the cost of Purchaser's due diligence and all recording and filing fees and the real estate transfer tax. All other costs shall be paid by the party incurring the same.

10.4 **Proration of Ad Valorem Taxes:** All state, city and county ad valorem taxes due with respect to the Property for the calendar year of the Closing shall be prorated between Seller and Purchaser as of 11:59 PM on the day immediately preceding the Closing Date. Such shall be based upon the latest ad valorem property assessment bills available, and if such bills cover other property than the Property, then such proration shall also be based on the fraction obtained when the number of acres of the Property is divided by the number of acres of property so covered by such bills. Seller shall be responsible for payment of all charges under all leases, licenses, easements, reciprocal easement agreements, management agreements, brokerage agreements, service contracts and other agreements related to the Property for all periods before Closing.

11. **DAMAGE:** Until the purchase of the Property has been consummated by Purchaser, all risk of loss respecting the Property shall be borne by Seller.

12. **DEFAULT:**

12.1 **Seller's Default:** If the sale and purchase of the Property is not consummated because of Seller's default and the default continues for a period of ten (10) days after written notice of such default is given to Seller by Purchaser, Purchaser shall elect as Purchaser's sole remedy for such default either to (i) terminate this Agreement by giving written notice of such termination to Seller, then have the Earnest Money delivered to Seller, whereupon all rights, duties and obligations of all the parties hereunder shall expire and this Agreement shall in all respects become null and void, except as expressly set forth herein to the contrary, or (ii) exercise its right to seek and obtain specific performance of Seller's obligation to convey the Property to Purchaser as described in this Agreement; PROVIDED, HOWEVER, that unless Purchaser files with the office of the Clerk of the Superior Court in the county wherein the Property is located, an action seeking such specific performance, and serves the same on Seller or Seller's counsel within ninety (90) calendar days of the expiration of such 10-day cure period noted above, then Purchaser shall be deemed to have waived forever its right so to seek and obtain such specific performance. In any specific performance action brought by Purchaser under this Section 12.1, each party shall bear its own attorneys' fees and costs, and the prevailing-party fee-shifting provision of Section 15.11 shall not apply.

12.2 **Purchaser's Default:** If the sale and purchase of the Property contemplated by this Agreement is not consummated because of Purchaser's default hereunder and the default continues for a period of ten (10) days after written notice of such default is given to Purchaser by Seller, Escrow Agent shall (after first giving Purchaser ten (10) days prior written notice) pay over the Earnest Money to Seller, as Seller's sole and exclusive remedy hereunder (except with respect to the indemnities contained in Sections 7, and 9 hereof) for such default by Purchaser, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default. Seller's retention of said Earnest Money is intended not as a penalty, but as full liquidated damages pursuant to Official Code of Ga. Ann. § 13-6-7. The right to receive and retain the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, the parties agreeing that the Earnest Money is a reasonable pre-estimate of Seller's probable loss in the event of a default by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser (except with respect to the indemnities contained in Section 9 hereof): (i) for specific performance of this Agreement, or (ii) to recover actual damages in excess of the Earnest Money. Purchaser hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller or seek or claim a refund of said Earnest Money (or any part thereof) on the grounds it is unreasonable in amount and exceeds Seller's actual damages or that its retention by Seller constitutes a penalty and not agreed upon and reasonable liquidated damages as permitted under Official Code of Ga. Ann. § 13-6-7.

13. **SELLER'S REPRESENTATIONS:** As an inducement to Purchaser to enter into this Agreement and to purchase the Property, Seller warrants and represents, or covenants, to Purchaser, as of the date hereof, as follows: For all purposes of this Section 13, any representation or warranty made by Seller "to Seller's knowledge," "to the knowledge of Seller," or any similar phrase shall mean the actual knowledge (and not constructive, imputed, or implied knowledge, and without any duty of investigation or inquiry) of Jonathan Allen.

13.1 **Reserved:**

13.2 **Reserved:**

13.3 **Tax Contests:** Seller is not currently contesting ad valorem property taxes affecting the Property.

13.4 **Seller:** The person(s) executing this Agreement on behalf of Seller is duly authorized to do so. Seller has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement (and all documents and instruments and the transaction contemplated hereby or incidental hereto) on the part of Seller have been duly authorized and no other action by Seller is required to the valid and binding execution, delivery and performance of this Agreement by Seller.

13.5 **Status and Authority of Seller:** Seller is a Georgia limited liability company that is in good standing and has all requisite power and authority to execute and deliver this Agreement and consummate the Closing.

13.6 **Litigation:** To Seller's knowledge, there are no actions or proceedings pending or threatened against the Seller which challenge Seller's right to enter into this Agreement and convey the Property, or which otherwise affect the Property.

13.7 **Environmental Condition.** To Seller's knowledge and except as may be disclosed in any environmental report or assessment furnished to or obtained by Purchaser prior to Closing, no hazardous materials are located on, or have been handled, manufactured, generated, stored, processed, or disposed of on or released or discharged from the Property during Seller's period of ownership of the Property in violation of applicable environmental law in existence as of the date hereof.

13.8 **Encumbrances.** There are no leases affecting the Property, and to Seller's knowledge, the Property is not encumbered by encroachments or easements which are not a matter of record.

If Purchaser learns before Closing that any representation or warranty of Seller hereunder was not true and correct in all material respects when made, but Purchaser proceeds to Closing anyway, Seller shall have no liability therefor. It shall be a condition precedent to Purchaser's obligation to close that Seller's representations and warranties hereunder are true and correct in all material respects as though made on the Closing Date. The acceptance and recordation of the Deed by Purchaser shall constitute full performance and discharge of all of Seller's obligations under this Agreement, except those obligations that, by their express terms, survive Closing.

14. **AS IS SALE:** Purchaser acknowledges and agrees that, except for the representations and warranties of Seller set forth in this Agreement and the warranty of title set to be set forth in the Deed (the "Seller Representations"), the Property is being sold on an "as is, where is" and "with all faults" basis on the terms and conditions herein set forth and that the Purchase Price reflects the "as is, where is" nature of this sale and any faults, liabilities, defects, or other adverse matters that may be associated with the Property. Purchaser further acknowledges and agrees that, except for the Seller Representations, Seller has not made and does not make, and Purchaser is not relying upon, any representation, warranty, promise, covenant, agreement, or guaranty of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, with respect to the Property, including, without limitation, representations or warranties as to (i) the value, nature, quality, or condition of the Property, including, without limitation, the water, soil, and geology, (ii) the income to be derived from the Property, (iii) the suitability of the Property for any and all activities and uses that Purchaser may conduct thereon; (iv) the compliance of or by the Property or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body, (v) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Property, (vi) the manner or quality of the construction or materials, if any, incorporated into the Property, (vii) the manner, quality, state of repair, or lack of repair of the Property, or (viii) any other matter with respect to the Property. Purchaser, on behalf of itself and its successors and assigns, hereby releases Seller and Seller's members, managers, officers, employees, agents, and affiliates (collectively, the "Seller Released Parties") from, and waives any and all claims, demands, causes of action, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) of any kind or character, whether known or unknown, foreseen or unforeseen, that Purchaser has or may have in the future against any of the Seller Released Parties arising from or related to the physical, environmental, economic, or legal condition of the Property, including, without limitation, any claim under CERCLA or any other Environmental Law. Purchaser covenants and agrees that it shall not commence, prosecute, or maintain any action, suit, or proceeding against any of the Seller Released Parties in respect of any matter released pursuant to this Section 14. The provisions of this Section 14 shall survive Closing and the delivery and recordation of the Deed indefinitely.

14.1 **Limitation of Liability; No Recourse to Members.** Notwithstanding anything to the contrary in this Agreement, Purchaser's sole recourse for any claim, demand, action, suit, or proceeding arising out of or relating to this Agreement, the Property, or the transactions contemplated hereby shall be against the assets of Grubs Market, LLC, and no member, manager, officer, employee, agent, or affiliate of Grubs Market, LLC (including, without limitation, Robert Turner and Daniel Stribling) shall have any personal liability of any kind under or in connection with this Agreement, whether based in contract, tort, statute, equity, or

otherwise. Purchaser, on behalf of itself and its successors and assigns, hereby waives and releases any and all claims against any such persons in their individual capacities. The provisions of this Section 14.1 shall survive Closing and any termination of this Agreement.

**15. MISCELLANEOUS:**

**15.1 Time of Essence:** Time is of the essence of this Agreement.

**15.2 Notices.** All notices, requests, demands, and other communications required or permitted hereunder ("Notice") shall be in writing and shall refer to this Agreement.

15.2.1 "Notice" means any notice, demand, request, or other communication or document to be provided under this Agreement. Notice by either party to the other required or permitted under this Agreement may be given when delivered by electronic mail, by hand, when sent by certified mail, return receipt requested, by reputable courier service, or by overnight delivery via Federal Express or United Parcel Service. (i) If delivered by electronic mail, the Notice shall be deemed to have been sent, given, and received upon dispatch by the sending party sent to the correct email address. (ii) If delivered by hand, Notice shall be sent, given, and received when actually received by the addressee. (iii) If sent by certified mail or overnight delivery, Notice shall be deemed to have been sent, given, and received on the third (3rd) Business Day (if sent certified mail) or on the next Business Day (if sent overnight) following the date of such deposit (whether or not actually received by addressee) when properly deposited with the United States Postal Service, Federal Express, or United Parcel Service with the proper address and postage paid therewith, (iv) If sent by courier service, Notice shall be deemed to have been sent, given, and received when delivered to said courier service with the proper address and delivery charges either prepaid or charged to a proper account, and shall be deemed to have been received when actually received by the addressee. The addresses to which Notices shall be sent are:

**If to Seller:** Grubs Market, LLC  
Attention: Robert Turner  
938 Cherokee Road  
Gainesville, Georgia 30501  
Email: Robert.turner@geds-emergency.com

**If to Listing Broker:** Norton Commercial Acreage Group, LLC  
Attention: Stephen Lovett  
434 Green Street  
Gainesville, GA 30501  
Email: slovett@nortoncommercial.com

**If to Purchaser:** Hall County, Georgia  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

**with a copy to:** Eric P. Wilborn  
200 Main Street, Suite 600  
Gainesville, GA 30501

ewilboru@smf-law.com

**If to Selling Broker:** Candler Real Estate Group, LLC  
Attention: \_\_\_\_\_

\_\_\_\_\_  
**Email:** \_\_\_\_\_

15.3 **Entire Agreement:** This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the Property and contains the sole and entire understanding between Seller and Purchaser with respect to the Property. All promises, inducements, offers, solicitations, agreements, commitments, representations, and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of Purchaser and Seller.

15.4 **Counterparts; Electronic Transmission:** This Agreement may be signed in any number of counterparts, including counterparts transmitted by facsimile or by e-mail as a PDF file, each of which shall be deemed to be an original. When counterparts have been executed by all parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same document, and facsimile or PDF counterparts shall be deemed valid as originals.

15.5 **Waiver:** Any condition, right, election, or option of termination, cancellation, or rescission granted by this Agreement to Purchaser or Seller may be expressly waived by such party.

15.6 **Date of Performance:** If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday, or legal holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

15.7 **No Survival:** Except as expressly provided to the contrary in this Agreement, none of the representations, warranties, covenants, agreements, or indemnities of either party set forth in this Agreement shall survive the Closing, and no party shall have any right to bring any claim, action, or proceeding against any other party (or its members, managers, officers, employees, agents, or affiliates) based upon any such representation, warranty, covenant, agreement, or indemnity after the Closing has occurred. Purchaser's acceptance and recordation of the Deed at Closing shall constitute Purchaser's acknowledgment of full and complete performance and discharge by Seller of each and every obligation of Seller under this Agreement, except for those obligations that, by their express terms, survive Closing (including, without limitation, Sections 9, 14, and 14.1). The provisions of this Section 15.7 shall survive Closing and the delivery and recordation of the Deed indefinitely.

15.8 **Successors and Assigns:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Purchaser may not assign any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of Seller, which may be withheld in Seller's sole discretion. Any attempted assignment in violation of this section will be deemed null and void.

15.9 **Tax Information:** Seller and Purchaser shall each provide such tax information as the respective counsel may reasonably request in order to effect compliance with the reporting requirements of federal, state and local tax laws.

**15.10 No Drafting Presumptions:** Both Purchaser and Seller have had full opportunity to participate and have participated in the drafting and revising of the language of this Agreement, and nothing in this Agreement shall be construed against the party drafting this Agreement because of having drafted this Agreement or any specific provision thereof.

**15.11 Governing Law:** This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Georgia. Resolution of all disputes arising pursuant to this Agreement shall be exclusively in the Superior Court of Hall County, Georgia and the parties hereto hereby submit to the jurisdiction of the Superior Court of Hall County, Georgia and agree that venue is proper in such Court and hereby waive any jurisdictional or venue rights they may have otherwise. Provided however, that if the claim or dispute involves questions of federal law, then jurisdiction and venue shall be in the United States District Court, Northern District of Georgia, Gainesville Division. Diversity of the parties shall not be considered a federal question under this Agreement. In the event of a dispute under this Agreement, the prevailing party in such dispute shall be entitled to reimbursement from the non-prevailing party for all costs, expenses, and attorney's fees incurred in connection with such dispute.

**15.12 Waiver of Jury Trial:** By executing this Agreement, each party knowingly, voluntarily and intentionally waives its rights and the rights its heirs, assigns, successors or personal representatives may have to a trial by jury in any action, proceeding or suit, whether arising in contract, tort or otherwise, and whether asserted by way of complaint, answer, cross-claim, counterclaim, affirmative defense or otherwise, based on, arising out of, under or in connection with this Agreement or any other instrument, document or agreement to be executed in connection herewith or modification or extension of any of the foregoing.

**15.13 Time Limit of the Offer:** The terms of this Agreement shall constitute an offer ("Offer") which shall expire at 5 o'clock p.m. on the 15<sup>th</sup> day of May, 2026 unless prior to that time it is accepted in writing by the party to whom the offer was made and notice of the acceptance is delivered back to the party making the offer.

**16. 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 (the "Post-Closing Removal Period") 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 which approval shall not be unreasonably withheld. The provisions of this Section 16 shall survive Closing for the duration of the Post-Closing Removal Period.


***Signatures appear on following page***

Signature Page to Agreement between Grubs Market, LLC as Seller and Hall County, Georgia

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement on the dates set forth under their signatures.

**SELLER:**

Grubs Market, LLC

By: 

Print Name: Robert Turner

Title: Co-Owner

Date: 05/13/26

By: 

Print Name: Daniel Stribling

Title: Co owner

Date: 05/13/26

**PURCHASER:**

Hall County, GA

By: 

Print Name: David Gibbs

Title: Chairman

Date: May 28, 2026

**SELLING BROKER:**

Candler Real Estate Group

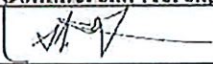
By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LISTING BROKER:**

Norton Commercial Acreage Group, LLC

By: 

Print Name: Stephen Lovett

Title: Senior VP / Partner

\_\_\_\_\_  
Business Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Business Phone: 770-297-4807  
Email: slovett@nortoncommercial.com  
Date: 05/13/26

# EXHIBIT B

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 28<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

Cathy O. Tatum  
Notary Public

(NOTARY SEAL)



My Commission Expires:

8/24/21

[Signature]  
Unofficial Witness

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

Cathy O. Tatum  
Notary Public

(NOTARY SEAL)



My Commission Expires:

8/24/21

**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.**

# EXHIBIT C

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. Saturn  
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. Saturn  
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.**