

FILED  
AFTER RECORDING RETURN TO:  
Hulsey, Oliver and Mahar, LLP  
P.O. Box 1457  
Gainesville, GA 30503  
ATTN: Julius M. Hulsey

GEORGIA, HALL COUNTY, CLERK  
SUPERIOR COURT FILED IN OFFICE  
AND RECORDED IN BOOK 6469  
PAGE(S) 323-324 THIS 23  
DAY OF JAN 2009 AT 2:40 PM  
Charles Baker, CLERK BY 33

001771

STATE OF GEORGIA  
COUNTY OF HALL.

AFFIDAVIT IN SUPPORT OF TITLE

IN RE: Property of Gainesville City Center,  
LLC Warranty Deed Recorded in  
Deed Book 6250, pages 497-498,  
Hall County, Georgia Deed Records

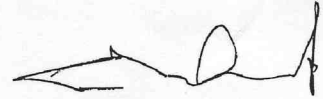
BEFORE ME, THE UNDERSIGNED attesting authority in and for said State and County, came the undersigned deponent, who being duly sworn, deposes and says on oath that his affidavit relates to the property of the owner designated in the caption hereof as the same is described in the deed book and page herein referred to. Deponent makes the following statement under oath as being relevant and material to the ownership of said property:

1. My name is Sam N. Hodges, Jr.
2. I have been familiar with the captioned property for over forty years.
3. I am the same person as Sam N. Hodges, Jr. who signed that certain Warranty Deed dated the 18<sup>th</sup> day of October, 1984, as President of Town View Plaza, Inc., to the First National Bank of Gainesville. Said Warranty Deed is recorded in Deed Book 858 at pages 50-56 of the Hall County, Georgia Deed Records.

4. I personally negotiated the sale of the "conveyed tract" to the First National Bank referenced in said deed on behalf of Town View Plaza, Inc.
5. Certain temporary easements and restrictive covenants were set forth in said Warranty Deed.
6. My intent when executing said deed was to subject both tracts to the restrictive covenants and provide temporary easements which all would expire and terminate at the end of ten years.
7. The plat of survey to the "retained tract" referred to in the deed and recorded in Plat Book 99, Pages 26-27 was heavily shaded for the purpose of indicating all the paved parking areas so there would be no question that all easements granted, including driveway easements, would terminate at the end of ten (10) years.
8. I never agreed to a perpetual driveway easement across the Town View Plaza, Inc.'s paved parking areas and/or driveways because in 1984 the improvements at the Town View Plaza Shopping Center, Inc.'s were already more than twenty (20) years old. I was not willing for Town View Plaza, Inc. to be deterred or prevented from redeveloping the property or for a subsequent purchaser to be deterred or prevented from redeveloping the property past the ten year period as stipulated in the restrictive covenants and temporary easements contained in the Warranty Deed.

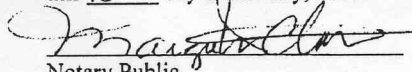
Further affiant sayeth not.

This 16<sup>th</sup> day of January, 2009.



Sam N. Hodges, Jr.

Sworn to and subscribed before me  
this 16<sup>th</sup> day of January, 2009.



Notary Public

My Commission Expires:

