

RESOLUTION

RES 2026 - 15

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DALLAS, GEORGIA, RATIFYING AND CONFIRMING THE ASSIGNMENT OF THE CITY'S RIGHTS AS BUYER UNDER A CERTAIN PURCHASE AND SALE AGREEMENT TO THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF DALLAS, GEORGIA; RATIFYING THE EXECUTION OF ALL DOCUMENTS AND NOTICES DELIVERED IN CONNECTION THEREWITH; RATIFYING THE RELEASE OF THE CITY'S FINANCIAL OBLIGATION UNDER SAID AGREEMENT; AND FOR OTHER PURPOSES

WHEREAS, by duly adopted vote at a prior regular meeting held on April 6, 2026 (the "Authorization Resolution"), the Mayor and Council of the City of Dallas, Georgia, authorized the City to enter into a Purchase and Sale Agreement with Judith F. Bagby (the "Seller") for the acquisition of the following real property situated in Paulding County, Georgia:

- (i) 100 West Griffin Street, Dallas, Georgia — Paulding County Tax Parcel No. 137.2.1.021.0000, commonly known as the "Judy Bagby Building," at a purchase price of Four Hundred Thousand and No/100 Dollars (\$400,000.00); and
- (ii) The Courthouse Square parking lot, Dallas, Georgia — Paulding County Tax Parcel No. 137.2.1.084.0000, commonly known as the "Bagby Parking Lot," at a purchase price of One Hundred Thirty Thousand and No/100 Dollars (\$130,000.00);
- (iii) at an aggregate purchase price of Five Hundred Thirty Thousand and No/100 Dollars (\$530,000.00) (collectively, the "Property"), and expressly appropriated and authorized the expenditure of \$530,000.00 in City funds for that purpose; and

WHEREAS, consistent with the Authorization Resolution, the City entered into that certain Purchase and Sale Agreement (the "PSA") with Seller on the terms authorized by the Mayor and Council; and

WHEREAS, Section 17(f) of the PSA, as presented to and authorized by the Mayor and Council at the time of the Authorization Resolution, expressly provides that the City, as Buyer, may assign the PSA to the Downtown Development Authority of the City of Dallas, Georgia, upon written notice to Seller, without the prior written consent of Seller; and

WHEREAS, the Downtown Development Authority of the City of Dallas, Georgia (the "Authority"), a public body corporate and politic duly created and existing under O.C.G.A. § 36-42-1 et seq., by separate resolution duly adopted by its Board of Directors (the "DDA Resolution"), authorized and accepted the assignment of the PSA from the City and committed to fund the full purchase price of \$530,000.00, together with all closing costs attributable to the Buyer, entirely from the Authority's own funds; and

WHEREAS, the acquisition of the Property by the Authority serves the public purposes of downtown development and redevelopment within the City of Dallas, and the Property is situated within the Authority's designated development area, consistent with O.C.G.A. § 36-42-1 et seq.; and

WHEREAS, due to exigent circumstances arising from the closing deadline established in the PSA, the City was unable to convene a meeting of the Mayor and Council at which a quorum was present prior to the closing date of April 15, 2026, notwithstanding good-faith efforts to do so; and

WHEREAS, in order to preserve the City's contractual rights under the PSA and to avoid forfeiture of the transaction to the detriment of the public interest, the City Attorney, acting in furtherance of the City's interest and consistent with the assignment authority expressly embedded in the Council-authorized PSA, caused the execution of that certain Assignment of Purchase and Sale Agreement (the "Assignment"), by and between the City, as Assignor, and the Authority, as Assignee, pursuant to which the City assigned all of its right, title, and interest as Buyer under the PSA to the Authority, subject to the exclusions set forth in Section 3 of the Assignment; and

WHEREAS, contemporaneously with the execution of the Assignment, written notice thereof was delivered to Seller in accordance with Section 17(f) and Section 16 of the PSA; and

WHEREAS, as a result of the Assignment, the Authority assumed the full obligation to fund the purchase price of \$530,000.00 and all closing costs attributable to the Buyer, and the City's previously authorized appropriation of \$530,000.00 for acquisition of the Property was rendered unnecessary and no City funds were expended in connection with the acquisition of the Property; and

WHEREAS, the Mayor and Council find that the Assignment was made in good faith, in furtherance of the public interest, pursuant to an express contractual right contained in the Council-authorized PSA, with no prejudice to the Seller or any third party, and with full transparency as to the City's intent; and

WHEREAS, the Mayor and Council further find that ratification of the Assignment and all acts taken in furtherance thereof is in the best interest of the City and the public, and that such ratification is authorized under O.C.G.A. § 36-30-3 and the general law of the State of Georgia.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Dallas, Georgia, in lawful session duly assembled, as follows:

Section 1. Findings Incorporated. The foregoing recitals are hereby incorporated into and made a part of this Resolution as if fully set forth herein, and the Mayor and Council hereby adopt such recitals as findings of fact and law.

Section 2. Ratification of the Assignment. The Mayor and Council hereby ratify, confirm, approve, and adopt in all respects the Assignment of Purchase and Sale Agreement, by and between the City of Dallas, Georgia, as Assignor, and the Downtown Development Authority of the City of Dallas, Georgia, as Assignee, a form copy of which

is attached hereto as Exhibit A and incorporated herein by reference. Such ratification shall be deemed effective as of the date of execution of the Assignment and shall relate back thereto for all purposes.

Section 3. Ratification of Notice to Seller. The Mayor and Council hereby ratify and confirm the delivery of written notice of the Assignment to Judith F. Bagby, as Seller, in accordance with Section 17(f) and Section 16 of the PSA, as required by the terms of the Assignment.

Section 4. Ratification of All Related Acts. The Mayor and Council hereby ratify and confirm all acts, decisions, executions, deliveries, and communications made or taken by the Mayor, the City Manager, the City Attorney, and any other City officer or employee in connection with the Assignment and the closing of the acquisition of the Property by the Authority, as if each such act had been expressly authorized by prior resolution of the Mayor and Council.

Section 5. Release of Prior Appropriation. The Mayor and Council hereby acknowledge that, as a result of the Assignment and the Authority's assumption of the full purchase obligation under the PSA, no City funds were expended in connection with the acquisition of the Property. The prior authorization and appropriation of \$530,000.00 established by the Authorization Resolution for the purpose of acquiring the Property is hereby released and of no further force or effect as to that purpose, and said funds shall be returned to the City's general fund or such other account as may be directed by the City Manager, consistent with applicable law.

Section 6. Retained Items. Consistent with Section 3 of the Assignment, the Mayor and Council confirm that the City retains all right, title, interest, and responsibility with respect to:

- (a) The Georgia and Federal appellate law books and related legal reference materials described in Section B-2 of Exhibit "B" to the PSA; and
- (b) The equipment lease with Standard Office Systems of Atlanta, LLC for a Sharp BP-70M45 copier, as described in Section B-1 of Exhibit "B" to the PSA.

The Authority has no right, title, interest, or obligation with respect to either of the foregoing items.

Section 7. Authorization of Further Action. The Mayor, the City Manager, and the City Attorney are each hereby authorized to execute such further documents, instruments, and certifications as may be necessary or appropriate to complete, confirm, or record the transactions contemplated by the Assignment and this Resolution.

Section 8. Effective Date. This Resolution shall become effective immediately upon its adoption by the Mayor and Council.

[SIGNATURES FOLLOW]

SO RESOLVED this ____ day of _____, 2026.

L. James Kelly, Mayor

James Henson, Councilmember

Christopher B. Carter, Councilmember

Nancy R. Arnold, Councilmember

Leah Alls, Councilmember

Cooper Cochran, Councilmember

Candace Callaway, Councilmember

Attest: _____
Tina Clark, City Clerk

Exhibit A

ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

(Bagby Building and Bagby Parking Lot — 100 West Griffin Street, Dallas, Georgia)

This Assignment of Purchase and Sale Agreement (this "**Assignment**") is entered into as of _____, 2026 (the "**Effective Date**"), by and between **THE CITY OF DALLAS, GEORGIA**, a Georgia municipal corporation ("**Assignor**"), and the **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF DALLAS, GEORGIA**, a public body corporate and politic created under O.C.G.A. § 36-42-1 et seq. ("**Assignee**").

RECITALS

A. Assignor entered into that certain Purchase and Sale Agreement dated _____, 2026 (the "**PSA**"), with Judith F. Bagby ("**Seller**"), for the purchase of the following real property located in Paulding County, Georgia:

- (i) 100 West Griffin Street, Dallas, Georgia — Paulding County Tax Parcel No. 137.2.1.021.0000 (commonly known as the "Judy Bagby Building"); and
- (ii) Courthouse Square parking lot, Dallas, Georgia — Paulding County Tax Parcel No. 137.2.1.084.0000 (commonly known as the "Bagby Parking Lot") (collectively, the "Property").

B. The total purchase price under the PSA is Five Hundred Thirty Thousand and No/100 Dollars (\$530,000.00), allocated as \$400,000.00 to Parcel No. 137.2.1.021.0000 and \$130,000.00 to Parcel No. 137.2.1.084.0000.

C. Section 17(f) of the PSA expressly permits Assignor to assign the PSA to the Dallas Downtown Development Authority upon written notice to Seller, without Seller's prior consent.

D. Assignor desires to assign, and Assignee desires to assume, all of Assignor's right, title, and interest as Buyer under the PSA, subject to the exclusions set forth herein, so that Assignee may acquire the Property and use it for downtown development and redevelopment purposes within the Authority's development area, consistent with O.C.G.A. § 36-42-1 et seq.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest as Buyer under the PSA, including the right to acquire the Property at Closing upon the terms and conditions set forth in the PSA.

Section 2. Assumption. Assignee hereby accepts the foregoing assignment and assumes all of Assignor's obligations as Buyer under the PSA arising from and after the Effective Date of this Assignment, including the obligation to pay the purchase price of \$530,000.00 and all closing costs attributable to Assignee as Buyer under the PSA.

Section 3. Excluded Items — Books and Copier Lease. Notwithstanding anything to the contrary in the PSA or this Assignment, the following items are expressly excluded from this Assignment and are retained by Assignor:

(a) Georgia and Federal Appellate Law Book Collection. The Georgia and Federal appellate law books and related legal reference materials described in Section B-2 of Exhibit "B" to the PSA are retained by Assignor. Assignee shall have no right, title, interest, or obligation with respect to the Book Collection.

(b) Copier Equipment Lease. The Copier Lease described in Section B-1 of Exhibit "B" to the PSA — that certain equipment lease with Standard Office

Systems of Atlanta, LLC for a Sharp BP-70M45 copier — is retained by Assignor. Assignee does not assume and shall have no liability for any obligations under the Copier Lease, whether arising before or after Closing.

Assignor shall remain solely responsible for all obligations, liabilities, and costs associated with the Book Collection and the Copier Lease.

Section 4. Notice to Seller. Contemporaneously with the execution of this Assignment, Assignor shall provide written notice to Seller of this Assignment in accordance with Section 17(f) of the PSA and the notice provisions of Section 16 of the PSA.

Section 5. Earnest Money. The Earnest Money deposited or set aside under the PSA shall be applied to the Purchase Price at Closing for the account of Assignee. Assignor and Assignee shall cooperate to redirect such funds as necessary.

Section 6. Closing. Assignee shall proceed to Closing under the PSA on or before April 15, 2026, in accordance with the terms of the PSA. Assignee shall fund the full Purchase Price of \$530,000.00 plus all closing costs attributable to Buyer under the PSA from Assignee's own funds.

Section 7. Indemnification. Assignee shall indemnify, defend, and hold harmless Assignor from and against any and all claims, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Assignee's obligations as Buyer under the PSA from and after the Effective Date of this Assignment, excluding the Copier Lease and Book Collection. Assignor shall indemnify, defend, and hold harmless Assignee from and against any claims arising from Assignor's obligations under the PSA prior to the Effective Date of this Assignment.

Section 8. PSA Controls. This Assignment is subject to and governed by the terms of the PSA. In the event of any conflict between this Assignment and the PSA, the PSA shall control except as to the exclusions set forth in Section 3 above. Capitalized terms used but not defined herein shall have the meanings given in the PSA.

Section 9. Governing Law. This Assignment shall be governed by the laws of the State of Georgia. Any dispute arising hereunder shall be resolved in the Superior Court of Paulding County, Georgia.

Section 10. Counterparts; Electronic Signatures. This Assignment may be executed in counterparts, each of which shall be deemed an original, and electronic signatures shall be deemed valid and binding.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR:
THE CITY OF DALLAS, GEORGIA,

By: _____
(Authorized Signatory)

Name: _____
(Printed Name)

Title: _____
(Title)

Date: _____

ASSIGNEE:
**DOWNTOWN DEVELOPMENT
AUTHORITY**

By: _____
(Chair or Vice Chair)

Name: _____
(Printed Name)

Title: _____
(Title / Chair)

Date: _____

EXHIBIT A — NOTICE TO SELLER

The following notice shall be delivered to Judith F. Bagby contemporaneously with execution of this Assignment, in accordance with Section 17(f) and Section 16 of the PSA:

[Date]

Judith F. Bagby

P.O. Box 1948

Hiram, Georgia 30141

bagbylawoffice@att.net

Re: Notice of Assignment — Purchase and Sale Agreement for 100 West Griffin Street and Courthouse Square Parking Lot, Dallas, Georgia

Dear Judy:

Pursuant to Section 17(f) of the Purchase and Sale Agreement between you and the City of Dallas, Georgia, dated 4/6 2026, please be advised that the City has assigned its rights as Buyer under the Agreement to the Downtown Development Authority of the City of Dallas, Georgia. The Downtown Development Authority will proceed as Buyer and consummate the purchase of the Property at Closing.

All other terms and conditions of the Agreement remain in full force and effect. Please direct any further correspondence regarding the transaction to:

Downtown Development Authority of the City of Dallas, Georgia
c/o City Attorney, City of Dallas, Georgia
129 E. Memorial Drive
Dallas, Georgia 30132
dkeaton@dallas-ga.gov

Sincerely,

Darrin Keaton
City Attorney
City of Dallas, Georgia