

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DALLAS, GEORGIA AND
THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF DALLAS, GEORGIA
(109 Academy Drive and 121 Academy Drive)

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into as of the _____ day of _____, 2026, by and between the **CITY OF DALLAS, GEORGIA**, a municipal corporation of the State of Georgia ("the City"), and the **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF DALLAS, GEORGIA**, a public body corporate and politic ("the DDA," and together with the City, "the Parties").

WITNESSETH:

WHEREAS, the DDA was created pursuant to Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia, the Downtown Development Authorities Law, O.C.G.A. § 36-42-1 et seq., and an activating resolution of the Council of the City of Dallas duly adopted November 7, 1983, as amended, and exists as a public body corporate and politic; and

WHEREAS, the City holds fee simple title to the real property located at 109 Academy Drive, Dallas, Paulding County, Georgia 30132, Parcel Number 138.1.4.003.0000, and to the real property located at 121 Academy Drive, Dallas, Paulding County, Georgia 30132, Parcel Number 138.4.1.019.0000, each more particularly described on Exhibit A attached hereto and incorporated herein by reference (collectively, "the Subject Property"), by virtue of Final Judgments and Decrees Quieting Title entered by the Superior Court of Paulding County, Georgia, in Civil Action Nos. 25-CV-1898-P4 and 25-CV-1897-P4, respectively; and

WHEREAS, the City Council, by Resolution No. ____ adopted _____, 2026, and the DDA, by Resolution No. 2026-08-01 adopted _____, 2026, have each authorized this IGA and the conveyance described herein; and

WHEREAS, the DDA and Shiloh Missionary Baptist Church ("Shiloh") have entered into a Land Exchange Agreement providing for the DDA's construction, at its sole expense, of a new church facility for Shiloh on the Subject Property, which construction is now nearing completion, and for the exchange of the Subject Property and said facility for Shiloh's property at 209 West Cooper Avenue upon a closing contingent upon entry of a final, non-appealable judgment establishing the City's title to the Subject Property; and

WHEREAS, the transfer of the Subject Property to the DDA for such public purposes is exempt from the competitive sale requirements of O.C.G.A. § 36-37-6(a) pursuant to the exemption set forth in O.C.G.A. § 36-37-6(e)(2)(D) for transfers to another governing authority or government agency for public purposes;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- I. Conveyance of Subject Property.** Within thirty (30) days of the execution of this IGA, the City shall execute and deliver to the DDA a Limited Warranty Deed for the 109 Academy Drive parcel and a separate Limited Warranty Deed for the 121 Academy Drive parcel, each for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, conveying the Subject Property to the DDA subject only to the matters of record described in each such Deed. The DDA shall be responsible for recording each Deed and for all recording costs and transfer tax filings associated therewith.
- II. Use of Subject Property; Exchange with Shiloh.** The DDA has caused a new church facility for Shiloh to be constructed on the Subject Property at the DDA's sole cost and expense, which construction is now nearing completion, pursuant to the

Land Exchange Agreement between the DDA and Shiloh providing for the exchange of the Subject Property and said facility for Shiloh's property at 209 West Cooper Avenue upon closing. The City is not a party to, and assumes no obligation under, the Land Exchange Agreement between the DDA and Shiloh.

- III. **City Approval of Construction Plans and Costs.** The DDA has submitted, and the City has approved, the construction plans and associated projected costs for the Shiloh facility constructed on the Subject Property. Any material change to those plans, or to the associated costs, and any final construction contract amendment with the builder, requires the City's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed.
- IV. **Reversion.** If closing under the Land Exchange Agreement between the DDA and Shiloh does not occur within sixty (60) days after entry of a final, non-appealable Final Judgment and Decree Quieting Title in each of Civil Action Nos. 25-CV-1898-P4 and 25-CV-1897-P4, the City may, upon sixty (60) days' written notice to the DDA, require the DDA to reconvey to the City, by limited warranty deed and at no cost to the City other than recording fees, any portion of the Subject Property not then conveyed by the DDA to Shiloh pursuant to that closing.
- V. **Authorized Representatives.** The Mayor, Mayor Pro Tem, City Manager, City Clerk, and City Attorney of the City, and the Chair, Vice Chair, Secretary, and counsel of the DDA, and their respective designees, are each authorized to execute any further documents and take any further action reasonably necessary or appropriate to carry out the intent of this IGA.
- VI. **Term.** This IGA shall remain in effect until the conveyance and exchange contemplated herein are fully completed, or until terminated by written agreement of both Parties, but in no event for a period exceeding fifty (50) years from the date hereof, consistent with Article IX, Section III, Paragraph I of the Constitution of the State of Georgia.

VII. General Provisions. This IGA is governed by the laws of the State of Georgia, with venue for any dispute in the Superior Court of Paulding County, Georgia. This IGA constitutes the entire agreement between the Parties regarding its subject matter and may be amended only in writing signed by both Parties. If any provision of this IGA is held invalid, the remaining provisions shall continue in full force and effect. This IGA may be executed in counterparts.

IN WITNESS WHEREOF, the Parties have executed this IGA as of the date first written above.

CITY OF DALLAS, GEORGIA

By: _____
Kendall Smith, City Manager
City of Dallas, Georgia

Attest: _____
Tina Clark, City Clerk
City of Dallas, Georgia

[CITY SEAL]

**DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF DALLAS, GEORGIA**

By: _____
James Kelly, Chair

Attest: _____
Amber Whisner, Secretary

EXHIBIT A

109 Academy Drive

All that lot, tract or parcel of land lying and being in Land Lots 345 and 346 of the 2nd District, 3rd Section of Paulding County, Georgia, and being that property described and conveyed to Lena Carter by warranty deed recorded in Deed Book W, Page 437 of the Paulding County deed records, LESS AND EXCEPT those portions thereof conveyed and described in Deed Book 3K, Page 265, and Deed Book 138, Pages 543 through 547, of the Paulding County deed records, known as 109 Academy Drive, Dallas, Georgia 30132, Parcel Number 138.1.4.003.0000, Tax Account Number R002628.

121 Academy Drive

All that tract or parcel of land lying and being in the 2nd District, 3rd Section, City of Dallas, Paulding County, Georgia, consisting of 2.60 acres, more or less, known as 121 Academy Drive, Dallas, Georgia 30132, Parcel Number 138.4.1.019.0000, Tax Account Number R10114, and more particularly described upon a plat of survey for the City of Dallas dated 09/10/2025 by Carlton Rakestraw & Associates, W. Carlton Rakestraw, Jr., GRLS No. 2236.