

**INTERGOVERNMENTAL AGREEMENT CONCERNING THE
TRANSFER AND SALE OF 254 MAIN STREET AND 4436 PECAN STREET,
LOGANVILLE, GEORGIA**

This Intergovernmental Agreement is made and entered into this 11 day of December, 2025, by and between the City of Loganville, Georgia, a duly incorporated municipality organized and operating under the laws of the State of Georgia (the “City”) and the Downtown Development Authority of the City of Loganville (the “DDA”) (the “Agreement”) (with both the City and DDA being referred to herein collectively as the “Parties”).

RECITALS

WHEREAS, the City acquired the property commonly known as 254 Main Street, Loganville, Georgia 30655 by virtue of that certain Warranty Deed dated January 5, 1989, and recorded in Deed Book 285, pages 192-193, Walton County, Georgia records, said deed being attached hereto as Exhibit “A” for a more complete description of the Property; and,

WHEREAS, the City acquired the property commonly known as 4436 Pecan Street, Loganville, Georgia 30655 by virtue of that certain Warranty Deed dated February 2, 2016, and recorded in Deed Book 3872, pages 71-72, Walton County, Georgia records, said deed being attached hereto as Exhibit “B” for a more complete description of the Property (collectively, 254 Main Street and 4436 Pecan Street, Loganville, Georgia 30655, being hereinafter referred to as the “Property”); and,

WHEREAS, the City currently holds title to the Property, free and clear of any and all known encumbrances; and,

WHEREAS, the City is desirous of entering into this Agreement concerning the Property with the DDA for the purpose of allowing the DDA to market and sell the Property for the general benefit and wellbeing of the public and to promote economic development and revitalization within the City; and,

WHEREAS, the DDA is desirous of marketing and selling the Property for the general benefit and wellbeing of the public and to promote economic development and revitalization within the City, particularly the downtown core; and,

WHEREAS, the City and DDA desire to support the economic wellbeing of the City and its citizens, particularly by encouraging economic growth and development within the Commercial Central Business District of Downtown Loganville, where the Property is located; and,

WHEREAS, the City at its November 13, 2025, meeting adopted its “254 Main Street Redevelopment Vision Synopsis” attached hereto as Exhibit “C” (the “254 Vision”), for the purpose of clarifying the objectives and goals of the City for the Property; and,

WHEREAS, pursuant to O.C.G.A. § 36-42-2, the DDA is responsible for the revitalization and redevelopment of the downtown area of the City under its purview by promoting public good, general welfare, commerce, industry, and employment opportunities of the City and State; and,

WHEREAS, pursuant to O.C.G.A. § 36-42-8, the DDA may acquire and dispose of real property of every kind and character, or any interest therein, in furtherance of the public purpose of the DDA.

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

TERMS OF AGREEMENT

1. The DDA Responsibilities:

The DDA shall, in accordance with the 254 Vision, as well as the purpose and intent of this Agreement, conduct a public Request For Proposal Process (“RFP”) seeking qualified developers and buyers for the Property; and,

The RFP terms and conditions shall be developed by the DDA in its sole discretion; and,

The DDA shall review any submissions received from the RFP; and,

Upon receipt of any proposals derived for the RFP, the DDA shall take into consideration (a) any and all effects the proposals may have upon the revitalization and redevelopment of the Commercial Central Business District (“CBD”) of the City, (b) any and all effects the proposals may have upon the development and promotion of the general welfare of the public, the CBD, and the City, (c) any and all effects the proposals may have upon existing and surrounding industries, trades, commerce, and employment opportunities for the general welfare of the public, the CBD,

and the City, and (d) any and all relative economic impacts that may be associated with the proposals; and,

The DDA shall meet with prospective developers, buyers, or agents for the purpose of inspecting and walking the Property; and,

The DDA shall, in its sole discretion, after reviewing all proposals received from the RFP, select the applicant and proposal that best meets the criteria of the RFP; and,

The DDA shall, subject to the approval and consent of the City Council, enter into a purchase and sale agreement with the selected applicant; and,

The DDA shall sell the Property subject to the terms and conditions of this Agreement, all in keeping with the terms of the 254 Vision and the RFP.

2. **The City**: On the Closing Date, as defined by the contemplated Purchase and Sale Agreement, the City shall transfer any and all right, title, interest, and equity the City has in and to the Property by Limited Warranty Deed (the “Deed”) to the DDA. The consideration for such transfer is agreed to be the obligation of the Parties under this Agreement.

3. **Term**: The initial term of this Agreement shall commence on January 1, 2026, and end on December 31, 2026, unless terminated earlier in writing by mutual agreement by the Parties. Thereafter, the term of this Agreement shall automatically renew for successive six (6) month terms until the Property is sold, unless otherwise agreed to in writing by the Parties.

4. **Proceeds of Sale**: Upon the sale of the Property, the proceeds from the sale shall be divided between the Parties as follows:

- a. The City shall receive ninety percent (90%) of the proceeds from the sale of the Property after any and all fees and costs of closing have been paid associated therewith. The City shall deposit the sales proceeds into the General Fund for the City.
- b. The DDA shall receive ten percent (10%) of the proceeds from the sale of the Property after any and all fees and costs of closing have been paid associated therewith. The DDA shall deposit and utilize its portion of the sales proceeds in a manner that is commensurate with the general purpose of the DDA.

5. **Entire Agreement**: This Agreement incorporates all prior negotiations, interpretations and understandings between the Parties and is the full and complete expression of their agreement. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings between the Parties with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings shall have no further force or effect, and the Parties to any such other negotiation, commitment, agreement or writing will have no further rights or obligations thereunder.

6. **Modification**: Any change, alteration, deletion, or addition to the terms set forth in this Agreement must be in the form of a written modification signed by both Parties.

7. **Counterparts**: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

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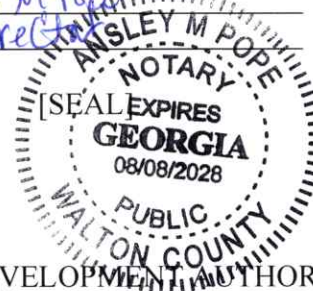
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first hereinabove written.

CITY OF LOGANVILLE, GEORGIA

By: *Skip Baliles*
Skip Baliles
Mayor

Attest: *Ansley M. Pope*
Name: *Ansley M. Pope*
Title: *HR Director*



DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF LOGANVILLE

By: _____
Tara Argo
Chairperson

Attest: _____
Name: _____
Title: _____

[SEAL]

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MAIL TO:

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF WALTON

LAW OFFICES
GARNER AND STILL
P.O. BOX 672
LAWRENCEVILLE, GA. 30246

THIS INDENTURE, Made the 5th day of January, in the year
one thousand nine hundred eighty-eight, between
BANK OF LOGANVILLE, A GEORGIA BANKING CORPORATION

of the County of Walton, and State of Georgia, as party or parties of the
first part, hereinafter called Grantor, and

CITY OF LOGANVILLE, A GEORGIA POLITICAL SUBDIVISION

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and
"Grantee" to include their respective heirs, successors and assigns where the context requires or
permits).

WITNESSETH that: Grantor, for and in consideration of the sum of One Dollar and
Other Good and Valuable Considerations—(1.00—) DOLLARS
in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby
acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents
does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

SEE ATTACHED EXHIBIT "A"

In addition to the property conveyed herein Grantor conveys to
Grantee all its right, title and interest in and to an easement
from Timothy S. Kirby and Carolyn Kirby to Grantor dated December
22, 1972 recorded in Deed Book 109, Page 78, as well as an
easement from J. W. Higgins to Grantor dated October 3, 1972
recorded in Deed Book 87, page 776.

RECORDED
BOOK PG
NAT'L. & REG. SEC.
CLERK OF SUPERIOR COURT
WALTON COUNTY, GA.

RECORDED
BOOK PG
NAT'L. & REG. SEC.
CLERK OF SUPERIOR COURT
WALTON COUNTY, GA.
89 JAN 20 PM 3:26

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.

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

Signed, sealed and delivered in presence of: BANK OF LOGANVILLE, A GEORGIA BANKING CORP.

Barbara A. Thrasher
UNOFFICIAL WITNESS

BY: Charles D. Kellin (Seal)

Charles D. Kellin
Notary Public, Walton County, Georgia

TITLE: Chairman (Seal)

Commission Expires July 14, 1985

ATTEST: John H. [Signature] (Seal)

NOTARY PUBLIC

EXHIBIT ATRACT I

All that tract or parcel of land lying and being in City of Loganville, County of Walton, State of Georgia, with improvements thereon situated on the South Side of Main Street fronting thirty-eight (38) feet on Main Street and running back a uniform width ninety-four (94) feet. Said lot is bounded on the North by Main Street; on the East and South by other property of Charles S. Floyd; on the West by Mill Street. On said lot is located a building known as the Farmers and Merchants Bank Building. This deed conveys only one-half undivided interest in the East wall of the said Farmers and Merchants Bank Building, the other one-half interest being retained by Charles S. Floyd.

TRACT II

All that tract or parcel of land lying and being in the City of Loganville, Walton County, Georgia and being a part of the vacant lot deeded to Johnny W. Higgins by Ernest Atkinson January 10, 1961. Being more particularly described as follows:

Beginning at a point on the southeast side of Main Street one (1) foot northeast of the wall of the building now known as Higgins Barber Shop Building and running north 50 degrees east for fourteen (14) feet; thence running south 39 degrees 8 minutes east along line of property of C. C. Moreland for one hundred nine (109) feet; thence running south 51 degrees west along line of Hoke S. O'Kelley Property for eighty-three (83) feet; thence running north 39 degrees 53 minutes along Pecan Street for eighteen (18) feet to the present bank property line; thence north 51 degrees east along bank of Loganville Property for thirty (30) feet; thence north 39 degrees 53 minutes west along the northeast wall of the present Bank of Loganville Building for fifty-six feet nine inches (56.9) to the within two (2) feet of the rear of Higgins Barber Shop Building; thence running along line of Johnny W. Higgins property north 50 degrees east for thirty-eight (38) feet; thence running north 50 degrees east one (1) foot from wall of Higgins Barber Shop Building and along line of J. W. Higgins property for thirty-five feet one inch (35.1) to the point of beginning. This land being bounded as follows: on the north by Moreland Property, east by O'Kelley property, south by Bank of Loganville and Pecan Street, west by J. W. Higgins Property and Main Street.

TRACT III

All that tract or parcel of land lying and being in the State of Georgia, County of Walton and City of Loganville, Georgia, a strip of land unimproved beginning at iron pin corner of now existing Bank of Loganville parking lot, thence running South 53 degrees 12 minutes west 18.0 feet to an iron pin corner running South 36 degrees 56 minutes East 64 feet to iron pin stake; thence South 36 degrees 56 minutes east 64.2 feet to iron pin stake and corner; thence North 53 degrees 56 minutes East 12.8 feet to iron pin stake and corner; thence North 38 degrees 36 minutes West 104.7 feet to iron pin stake; thence North 62 degrees 58 minutes West 26.8 feet to iron pin stake and the beginning point, according to survey and plat made by W. T. Dunahoo Surveyor and Associates Reg. No. 1577 June 9, 1972 for Bank of Loganville, Loganville, Georgia, recorded in Plat Book 16, Page 287 in Clerk of Superior Court, Walton, County, and said plat and recording thereof reference is hereby made for a full and complete description of the subject land conveyed by this deed. Said land bounded on the North by now existing parking lot of said Bank of Loganville, East by other lands of Timothy S. Kirby and Carolyn Kirby; South by Robert Wood and Inez Henderson; West by Property of Bank of Loganville now existing parking area and Clack.

TRACT IV

All that tract or parcel of land lying and being in the City of Loganville, County of Walton, State of Georgia and bounded and described as follows: Commencing on Pecan Street (Formerly Mill Street) at the land line now Bank of Loganville, thence running South along Pecan Street (Formerly Mill Street) Sixty-four (64) feet to stake at corner with land of Mrs. J. P. Clack; thence East fifty-eight (58) feet to line of Thomas Garrett; thence North sixty-four (64) feet to Bank of Loganville line; thence along Bank of Loganville line fifty-eight (58) feet to beginning corner. This is the same property as described in the first part of a Deed by Mrs. Geneva O'Kelley McDaniel Administratrix of the Estate of P. O'Kelley and recorded in Deed Book 30, Pages 167-168, November 30, 1946, Walton County Clerk of Superior Court Records.

EXHIBIT "B"

2-3
CH

Deed Doc: WD Rec#: 247873
Recorded 02/08/2016 02:46PM
Georgia Transfer Tax Paid : \$150.00
KATHY K. TROST
Clerk Superior Court, WALTON County, GA
Bk 03872 Pg 0071-0072

Return Recorded Document to:
C. ROBIN WYATT, P.C.
2194 NORTH ROAD
SNELLVILLE, GEORGIA 30078

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF WALTON

File #: 16-031

This Indenture made this 2nd day of February, 2016 between DOLLIE HENDERSON, of the County of Walton, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and CITY OF LOGANVILLE, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

SEE EXHIBIT "A" FOR THE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE THERETO.


This Deed is given subject to all easements and restrictions of record, if any.

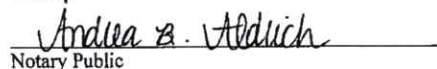
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

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.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:


Witness


Notary Public



SEAL AFFIXED

 (Seal)
DOLLIE HENDERSON

____ (Seal)

____ (Seal)

____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

All that tract of land lying and being in Walton County, State of Georgia, City of Loganville, containing one-half acre of land, more or less, and situated on the East side of Pecan Street (formally Mill Street) and on the North side of Mill Street (formally Magnolia Street) and more particularly described as follows: Beginning at the corner of Pecan and Mill Streets going Easterly 161 feet to the corner of lot of Morgan Hodges, thence in a Northerly direction 153 feet to the intersection with the lot of Gary Myers, thence in a Westerly direction 70 feet, then in a Northerly direction 223 feet along the property lines of Gary Myers and Mark Nash to the property line of Harold Clack, thence in a Westerly direction 82 feet to the east side of Pecan Street, thence in a Southerly direction 349 feet to the beginning point. Said property is a corner lot bounded on the West by Pecan Street, on the South by Mill Street, on the East by Morgan Hodges, Gary Myers and Mark Nash and on the South by Harold Clack. Said property was conveyed to G.I. Henderson by Mrs. Mary (J.M.) Harrison by Warranty Deed dated May 24, 1955, recorded in Deed Book 43 Page 63 Walton County Records. The property is known as 4436 Pecan Street, Loganville, Georgia, Map LG050, Parcel 47, Legal H)PP)BDG/LOT 651/045, Tax District 3.

DWC

254 Main Street Redevelopment Vision Synopsis

The City of Loganville's primary objective in the redevelopment of 254 Main Street is to achieve a thoughtfully designed infill redevelopment project on the property that injects excitement in our downtown core and promotes prosperity for generations to come at 254 Main Street. We envision a site plan and building design that is cohesive, incorporates quality building materials, and reflects the "small town feel" of the surrounding downtown district. Ultimately, we aspire to create a development that feels timeless, seamlessly integrates with the surrounding area, and stands the test of time.

The City Council and the Downtown Development Authority of the City of Loganville are supportive of increasing the number of Main Street business fronts on the Main Street-frontage of the lot, and are particularly enthusiastic about the prospect of adding restaurant space with outdoor seating to our downtown core. The City also wants to prioritize public parking accessibility for those visiting Main Street. While housing components are not currently a priority, the council is open to innovative designs that enhance the viability of Main Street businesses through the incorporation of lofts, business spaces above retail, or detached housing, such as larger homes with ADU components or cottage homes consistent with the style of other historic residential properties in the area. Preserving some of the old-growth pecan trees within the site plan is an additional benefit for the community that the City wishes to accomplish if feasible.

The City welcomes design proposals for the lot at 254 Main Street and is receptive to incorporating the lot at 4436 Pecan Street into the project as well if the overall vision and plan meets with the long term goals and vision of the revitalization of the downtown core of the City of Loganville.