



Downtown Development Authority of Holly Springs

Holly Springs Public Safety Building, Council Chambers
3235 Holly Springs Pkwy. Holly Springs, GA 30115
Wednesday, April 15, 2026 | 6:00 PM

Ollie Evans - Chair | Maggie Grayeski | Andrea Johnston

Steven W. Miller | Scott Owen - Vice Chair | Ryan Smith | Kyle Whitaker

AGENDA

I. CALL TO ORDER

II. OATH OF OFFICE FOR NEWLY APPOINTED AUTHORITY MEMBERS

III. OLD BUSINESS

- A. Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Town Center City and authorize the Chairman to execute the documents pending approval of the City Attorney.

IV. NEW BUSINESS

- A. Election of Officers
- B. December 17, 2025 Downtown Development Authority of Holly Springs meeting minutes.
- C. Invoice #64344 from Cherokee County Chamber of Commerce for the Authority's Annual Membership Investment in an amount not to exceed \$350.
- D. Letter of Acknowledgment for Unsolicited Donation
- E. Authorize the Chairman to execute the Settlement Statement for Lots 15 & 16, Holly Springs Town Center, Townhomes East.
- F. Approve the Memorandum of Agreement, Additional Purchase Price between Stonecrest Homes GA, LLC and the Downtown Development Authority of Holly Springs as described in Exhibit A and authorize the Chairman to execute the Agreement.
- G. Limited Warranty Deed between Stonecrest Homes GA, LLC and the Downtown Development Authority of Holly Springs and authorize the Chairman to execute the Deed.
- H. Owner's Affidavit and authorize the Chairman to execute the Affidavit.

- I. Certificate of Non-Foreign Status and authorize the Chairman to execute the certificate.

V. REPORTS

VI. ADJOURNMENT

ITEM REPORT

AGENDA ITEM NUMBER: IV.A.



FROM: Robert H. Logan, City Manager

MEETING DATE: April 15, 2026

AGENDA ITEM: Election of Officers

EXECUTIVE SUMMARY:

The Downtown Development Authority of Holly Springs Bylaws call for the election of officers each April.

The following members have indicated their desire to continue to serve in their respective officer roles:

Ollie Evans - Chairman

Scott Owen - Vice Chairman

Andrea Johnston - Secretary

Maggie Grayeski - Treasurer

FISCAL IMPACT:

N/A

ATTACHMENTS:

None

RECOMMENDATION:

The staff recommendation is approval of the officers as presented.

CONCURRENCES:

City Manager

City of Holly Springs
Downtown Development Authority of Holly Springs Minutes
December 17, 2025

Authority Members Present: Chairman Ollie Evans, Treasurer Maggie Grayeski, Secretary Andrea Johnston, Authority Member Steve Miller, Authority Member Ryan Smith, and Authority Member Kyle Whitaker.

Authority Members Not Present: Vice Chairman Scott Owen.

Staff Present: Community Development Director Nancy Moon and Communications & External Affairs Director Erin Honea.

I. CALL TO ORDER

Chairman Evans called the Downtown Development Authority of Holly Springs Meeting to order.

II. OLD BUSINESS

III. NEW BUSINESS

A. CA-04-2025, applicant, Georgia Chiropractic & Massage, requests a Certificate of Appropriateness for a building to be constructed within the Town Center District at 2592 Holly Springs Parkway, Tax Map 93N02, Tax Parcel 006, Holly Springs, Georgia.

Authority Member Miller made a motion to approve. Treasurer Grayeski seconded the motion. Motion carried. Yes 5, No 0, Abstained 1. Chairman Evans abstained.

B. Underground Easement between the Downtown Development Authority of Holly Springs and Georgia Power Company concerning an easement area to construct the Holly Springs Town Center Commercial (Cherokee County) underground power cable, transformers, service pedestals, and other necessary equipment in the approximate locations shown on Exhibit A, and to ratify the Chairman's signature.

Chairman Evans made a motion to approve. Secretary Johnston seconded the motion. Motion carried. Yes 6, No 0, Abstained 0.

C. November 19, 2025 Downtown Development Authority of Holly Springs meeting minutes.

Chairman Evans made a motion to approve the minutes. Treasurer Grayeski seconded the motion. Motion carried. Yes 6, No 0, Abstained 0.

IV. REPORTS

Authority Member Miller asked that the construction fencing be repaired on the Town Center Project site.

V. ADJOURNMENT

Chairman Evans made a motion to adjourn the meeting. Authority Member Miller seconded the motion. Motion carried. Yes 6, No 0, Abstained 0.

Respectfully Submitted.

Ollie Evans, Chairman

Erin Honea, Communications & External Affairs Director

ITEM REPORT

AGENDA ITEM NUMBER: IV.C.



FROM: Robert H. Logan, City Manager

MEETING DATE: April 15, 2026

AGENDA ITEM: Invoice #64344 from Cherokee County Chamber of Commerce for the Authority's Annual Membership Investment in an amount not to exceed \$350.

EXECUTIVE SUMMARY:

Invoice #64344 from Cherokee County Chamber of Commerce for the Authority's Annual Membership Investment in an amount not to exceed \$350.

FISCAL IMPACT:

\$350

ATTACHMENTS:

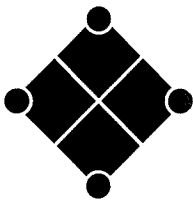
1. 2026 Cherokee Chamber Annual Investment Invoice #64344

RECOMMENDATION:

Not applicable.

CONCURRENCES:

Not applicable.



CHEROKEE COUNTY CHAMBER OF COMMERCE

connecting • creating • cultivating

INVOICE

Cherokee County Chamber of Commerce
P.O. Box 4998
Canton GA 30114

Phone: 770-345-0400

Fax: 770-345-0030

Website: <https://www.CherokeeChamber.com>

Email: Operations@CherokeeChamber.com

Downtown Development Authority of Holly Springs
Dr. Ollie Evans
P.O. Box 990
Holly Springs GA 30142

Date: 04/01/2026
Invoice #: 64344
Due: 05/01/2026
Member #: 8478

Description	Quantity	Rate	Amount
Annual Membership Investment	1	\$350.00	\$350.00
Sub Total:			\$350.00
Balance:			\$350.00

Chamber of Commerce membership dues may be tax deductible as an ordinary and necessary business expense. Dues paid to the Chamber are not a charitable tax deduction for federal income tax purposes. The Chamber is not a charity: it is an advocate for area businesses.

Keep this portion for your records.

Please return this portion with your payment.

Downtown Development Authority of Holly Springs
Dr. Ollie Evans
P.O. Box 990
Holly Springs GA 30142

Date: 04/01/2026
Invoice #: 64344
Due: 05/01/2026
Member #: 8478

Cherokee County Chamber of Commerce
P.O. Box 4998
Canton GA 30114

Amount Due: **\$350.00**

ITEM REPORT

AGENDA ITEM NUMBER: IV.D.



FROM: Robert H. Logan, City Manager

MEETING DATE: April 15, 2026

AGENDA ITEM: Letter of Acknowledgment for Unsolicited Donation

EXECUTIVE SUMMARY:

The Downtown Development Authority of Holly Springs proposes to donate certain portions of DDA-owned property to support the Hickory Springs Parkway Project. The donation includes temporary construction easements on Lots 9, 11, 18, 19, 20, and 21, as well as a permanent easement and required right-of-way dedication on Lot 12.

FISCAL IMPACT:

N/A

ATTACHMENTS:

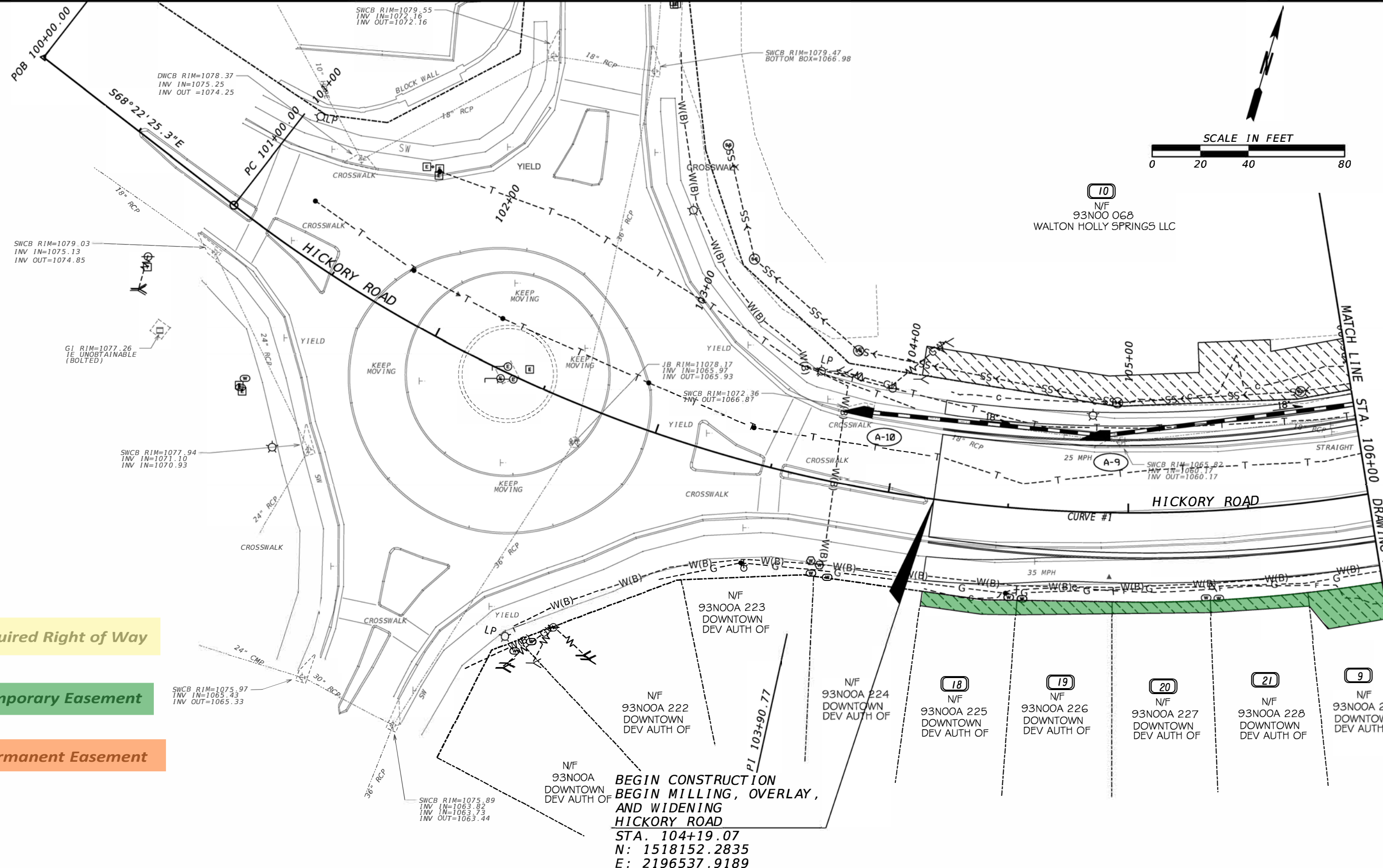
1. DDA Plats (#9,11,12,18,19,20,21)
2. Unsolicited Donation letter

RECOMMENDATION:

The staff recommendation is approval of the Letter of Acknowledgment for Unsolicited Donation.

CONCURRENCES:

City Manager



Required Right of Way

Temporary Easement

Permanent Easement

**BEGIN CONSTRUCTION
BEGIN MILLING, OVERLAY,
AND WIDENING
HICKORY ROAD**
STA. 104+19.07
N: 1518152.2835
E: 2196537.9189

PROPERTY AND EXISTING R/W LINE	-----E-----	BEGIN LIMIT OF ACCESS.....BLA	-----
REQUIRED R/W LINE	-----F-----	END LIMIT OF ACCESS.....ELA	-----
CONSTRUCTION LIMITS	-----G-----	EXISTING LIMIT OF ACCESS	-----
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	-----H-----	REQ'D LIMIT OF ACCESS	-----
EASEMENT FOR CONSTR OF SLOPES	-----I-----	EXISTING LIMIT OF ACCESS & R/W	-----
EASEMENT FOR CONSTR OF DRIVES	-----J-----	REQ'D LIMIT OF ACCESS & R/W	-----
	-----K-----	ORANGE BARRIER FENCE	-----
	-----L-----	ESA - ENV. SENSITIVE AREA	-----



DATE	REVISIONS

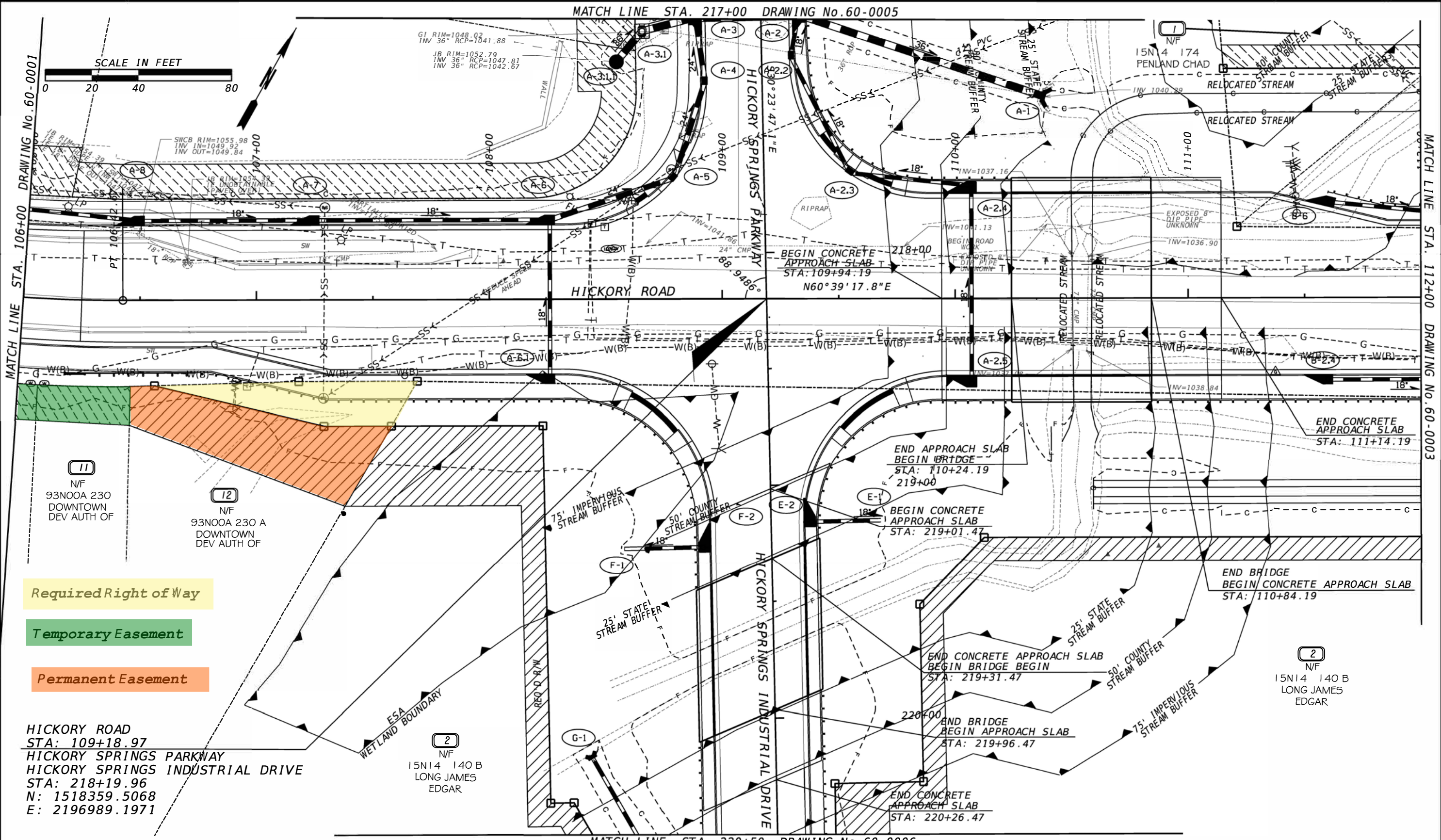
**CITY OF HOLLY SPRINGS
GOVERNMENT**

RIGHT OF WAY MAP

PROJECT NO.
COUNTY: CHEROKEE
LAND LOT NO:
LAND DISTRICT:
GMD
DATE

SH OF

DRAWING No.
60-0001



Required Right of Way

Temporary Easement

Permanent Easement

HICKORY ROAD
STA: 109+18.97
HICKORY SPRINGS PARKWAY
HICKORY SPRINGS INDUSTRIAL DRIVE
STA: 218+19.96
N: 1518359.5068
E: 2196989.1971

-----E-----	BEGIN LIMIT OF ACCESS.....BLA	-----∞-----	END LIMIT OF ACCESS.....ELA
-----C-----	EXISTING LIMIT OF ACCESS	-----∞-----	REQ'D LIMIT OF ACCESS
-----F-----	EXISTING LIMIT OF ACCESS & R/W	----- -----	EXISTING LIMIT OF ACCESS & R/W
-----X-----	REQ'D LIMIT OF ACCESS & R/W	----- -----	REQ'D LIMIT OF ACCESS & R/W
-----X-----	ORANGE BARRIER FENCE	-----●-----	ORANGE BARRIER FENCE
-----X-----	ESA - ENV. SENSITIVE AREA	-----▲-----	ESA - ENV. SENSITIVE AREA



DATE	REVISIONS

CITY OF HOLLY SPRINGS GOVERNMENT
RIGHT OF WAY MAP

PROJECT NO.
COUNTY: CHEROKEE
LAND LOT NO:
LAND DISTRICT:
GMD
DATE

SH OF

DRAWING No.
60-0002

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Authority Members
Ollie Evans, Chair
Maggie Grayeski, Treasurer
Andrea Johnston, Secretary
Steve Miller
Scott Owen, Vice Chair
Ryan Smith
Kyle Whitaker

Letter of Acknowledgement for Unsolicited Donation

DATE: April 15, 2026
NAME: Downtown Development Authority of Holly Springs
ADDRESS: PO Box 990
CITY: Holly Springs
STATE: GA **ZIP:** 30142

PROJECT NO: Hickory Springs Parkway **P.I. NO:** N/A
PARCEL NO's: 9, 11, 12, 18, 19, 20 & 21
CITY: Holly Springs

This letter is to notify the City of Holly Springs that the Downtown Development Authority of Holly Springs (DDA) desires to donate a portion of its property as shown on the attached plat(s) for the purpose of the transportation project referenced above and without any compensation for its property by the City of Holly Springs. The donation includes temporary construction easements on Lots 9, 11, 18, 19, 20, and 21, as well as a permanent easement and required right-of-way dedication on Lot 12. The DDA understands under federal and state codes that it is entitled to just and adequate compensation for any required rights of way, easements, or any damages to the remainder property, if any. The DDA is voluntarily coming to the City of Holly Springs without any coercion or pressure to donate its property.

It is understood that should the DDA need an appraisal of fair market value for the donation of its property for tax purposes at a later date, the City of Holly Springs agrees to produce an appraisal of value of the property as donated. Furthermore, the DDA is willing to execute all the necessary conveyance documents in favor of the City of Holly Springs. It is understood that the DDA will not incur any expenses related to the execution and recording of documents.

Ollie Evans, Chairman

Andrea Johnston, Secretary

Sworn to and subscribed before me,

This _____ day of _____, 20____

(NOTARY PUBLIC SEAL)

ITEM REPORT

AGENDA ITEM NUMBER: IV.E.



FROM: Robert H. Logan, City Manager

MEETING DATE: April 15, 2026

AGENDA ITEM: Authorize the Chairman to execute the Settlement Statement for Lots 15 & 16, Holly Springs Town Center, Townhomes East.

EXECUTIVE SUMMARY:

Settlement Statement for Lots 15 & 16, Holly Springs Town Center, Townhomes East
141 Palm Street
145 Palm Street

FISCAL IMPACT:

\$100,000.

ATTACHMENTS:

1. settlement statement

RECOMMENDATION:

The staff recommendation is to authorize the Chairman to execute the Settlement Statement.

CONCURRENCES:

City Manager

A. U.S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT	B. TYPE OF LOAN	
	1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FMHa 3. <input type="checkbox"/> Conv. Unins 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins	
	6. FILE NUMBER: MGC-GA-260099-CST	7. LOAN NUMBER:
	8. MORTGAGE INS CASE NUMBER:	

C. Note: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

1.0 3/98 (MGC-GA-260099-CST/22)

D. NAME AND ADDRESS OF BORROWER: Stonecrest Homes GA, LLC 625 West Crossville Road, Suite 204 Roswell, GA 30075	E. NAME AND ADDRESS OF SELLER: Downtown Development Authority of the City of Holly Springs, Georgia aka Holly Springs Downtown Development Authority P.O. Box 990 Holly Springs, GA 30142	F. NAME AND ADDRESS OF LENDER: Georgia Banking Company 1776 Peachtree St, Suite 300 Atlanta, GA 30309
G. PROPERTY LOCATION: 141 & 145 Palm Street Holly Springs, GA 30115 Cherokee County, Georgia Lots 15 & 16, Holly Springs Townhomes East	H. SETTLEMENT AGENT: Tax ID: 20-8054586 Phone: 678-373-0521 McMichael & Gray, P.C. 2180 Satellite Boulevard, NW, Suite 200, Duluth, GA 30097 PLACE OF SETTLEMENT: 2180 Satellite Boulevard, NW, Suite 200 Duluth, GA 30097	I. SETTLEMENT DATE: April 15, 2026 DISBURSEMENT DATE: April 15, 2026

J. SUMMARY OF BORROWER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM BORROWER:		
101. Contract sales price		100,000.00
102. Personal property		
103. Settlement charges to borrower (line 1400)		12,443.45
104.		
105.		
<i>Adjustments for items paid by seller in advance</i>		
106. City/Town taxes		
107. County taxes		
108. Assessments		
109.		
110.		
111.		
112.		
120. GROSS AMOUNT DUE FROM BORROWER		112,443.45
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		
201. Deposit or earnest money		
202. Principal amount of new loan(s) [\$953,800.00]		
203. Existing loan(s) taken subject to		
204.		
205.		
206.		
207. Construction draw Balance: [\$841,356.55]		112,443.45
208.		
209.		
<i>Adjustments for items unpaid by seller</i>		
210. City/Town taxes		
211. County taxes		
212. Assessments		
213.		
214.		
215.		
216.		
217.		
218.		
219.		
220. TOTAL PAID BY/FOR BORROWER		112,443.45
300. CASH AT SETTLEMENT FROM/TO BORROWER:		
301. Gross amount due from Borrower (Line 120)		112,443.45
302. Less amount paid by/for Borrower (Line 220)		(112,443.45)
303. CASH FROM/TO BORROWER		0.00

K. SUMMARY OF SELLER'S TRANSACTION		
400. GROSS AMOUNT DUE TO SELLER:		
401. Contract sales price		100,000.00
402. Personal property		
403.		
404.		
405.		
<i>Adjustments for items paid by seller in advance</i>		
406. City/Town taxes		
407. County taxes		
408. Assessments		
409.		
410.		
411.		
412.		
420. GROSS AMOUNT DUE TO SELLER		100,000.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
501. Excess deposit (see instructions)		
502. Settlement charges to seller (line 1400)		
503. Existing loan(s) taken subject to		
504. Payoff of first mortgage loan		
505. Payoff of second mortgage loan		
506.		
507.		
508.		
509.		
<i>Adjustments for items unpaid by seller</i>		
510. City/Town taxes		
511. County taxes		
512. Assessments		
513.		
514.		
515.		
516.		
517.		
518.		
519.		
520. TOTAL REDUCTION AMOUNT DUE SELLER		0.00
600. CASH AT SETTLEMENT TO/FROM SELLER:		
601. Gross amount due to Seller (Line 420)		100,000.00
602. Less reductions due Seller (Line 520)		(0.00)
603. CASH TO SELLER		100,000.00

L. SETTLEMENT CHARGES										PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT		
700. TOTAL COMMISSIONS Based on Price			\$	@	%								
<i>Division of Commission (line 700) as Follows:</i>													
701.	to												
702.	to												
703.	Commission paid at settlement												
704.	to												
800. ITEMS PAYABLE IN CONNECTION WITH LOAN													
801.	Loan origination fee	1.0000%	to	Georgia Banking Company						9,538.00			
802.	Loan discount		to										
803.	Appraisal fee		to	Blueridge Appraisal Group						450.00			
804.	Credit report		to										
805.	Lender's inspection fee		to										
806.	Mortgage insurance application fee		to										
807.	Assumption fee		to										
808.	Appraisal Review Fee		to	TrueValuation USA						75.00			
809.	Flood Fee		to	ServiceLink						21.00			
810.			to										
811.			to										
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE													
901.	Interest												
902.	Mortgage insurance premium	for	month	to									
903.	Hazard insurance premium	for	year	to									
904.		for	year	to									
905.			to										
1000. RESERVES DEPOSITED WITH LENDER													
1001.	Hazard insurance	Months	@	\$						per Month			
1002.	Mortgage insurance	Months	@	\$						per Month			
1003.	City property taxes	Months	@	\$						per Month			
1004.	County property taxes	Months	@	\$						per Month			
1005.	Annual assessments	Months	@	\$						per Month			
1006.		Months	@	\$						per Month			
1007.		Months	@	\$						per Month			
1008.		Months	@	\$						per Month			
1100. TITLE CHARGES													
1101.	Attorney/Settlement Fee		to	McMichael & Gray, P.C.						300.00			
1102.	Abstract or title search		to										
1103.	Title Examination		to	McMichael & Gray, P.C.						130.00			
1104.	Title insurance binder		to										
1105.	Document preparation		to										
1106.	Notary fees		to										
1107.			to										
	(includes above item numbers:)												
1108.	Title insurance		to							1,790.20			
	(includes above item numbers:)												
1109.	Lender's coverage			\$ 953,800.00						1,240.20			
1110.	Owner's coverage			\$ 100,000.00						550.00			
1111.	Closing Protection Letter		to	Chicago Title Insurance Company						50.00			
1112.	E-Recording Fee (B)		to	CSC e-Recording Services						14.25			
1113.			to										
1114.			to										
1115.			to										
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES													
1201.	Recording fees;	Deed	\$25.00;	Mortgage	\$50.00;	Releases					75.00		
1202.	City/County tax/stamps;	Deed		Mortgage									
1203.	State tax/stamps;	Deed		Mortgage		Selling entity exempt from Transfer Tax							
1204.		to											
1205.		to											
1300. ADDITIONAL SETTLEMENT CHARGES													
1301.	Survey		to										
1302.	Pest inspection		to										
1303.			to										
1304.			to										
1305.			to										
1400.	TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)										12,443.45	0.00	

HUD-1, Attachment

Borrower: Stonecrest Homes GA, LLC
 625 West Crossville Road, Suite
 204
 Roswell, GA 30075

Seller: Downtown Development Authority of
 the City of Holly Springs, Georgia
 aka Holly Springs Downtown
 Development Authority
 P.O. Box 990
 Holly Springs, GA 30142

Lender: Georgia Banking Company

Settlement Agent: McMichael & Gray, P.C.
 678-373-0521

Place of Settlement: 2180 Satellite Boulevard, NW, Suite 200
 Duluth, GA 30097

Settlement Date: April 15, 2026

Disbursement Date: April 15, 2026

Property Location: 141 & 145 Palm Street
 Holly Springs, GA 30115
 Cherokee County, Georgia
 Lots 15 & 16, Holly Springs Townhomes East

Additional Disbursements

Payee/Description	Note/Ref. No.	Borrower	Seller
Chicago Title Insurance Company\M&G Loan policy premium		550.00	
McMichael & Gray, P.C. Loan policy premium		1,240.20	
Total Additional Disbursements		1,790.20	0.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Stonecrest Homes GA, LLC, a Georgia limited liability company

Downtown Development Authority of the City of Holly Springs

BY: _____
 Charles D. Heiser, Jr.
 Manager

BY: _____
 Ollie Evans
 Chairman

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

McMichael & Gray, P.C.

BY: _____
 Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

ITEM REPORT

AGENDA ITEM NUMBER: IV.F.



FROM: Robert H. Logan, City Manager

MEETING DATE: April 15, 2026

AGENDA ITEM: Approve the Memorandum of Agreement, Additional Purchase Price between Stonecrest Homes GA, LLC and the Downtown Development Authority of Holly Springs as described in Exhibit A and authorize the Chairman to execute the Agreement.

EXECUTIVE SUMMARY:

This agreement places a lien on the property until it is sold to a third party pursuant to the agreement dated December 20, 2021, between Stonecrest Homes GA, LLC and the Downtown Development Authority of Holly Springs.

FISCAL IMPACT:

18% of gross sales price less \$50,000 per lot.

ATTACHMENTS:

1. memorandum of agreement

RECOMMENDATION:

The staff recommendation is approval of the Memorandum of Agreement.

CONCURRENCES:

City Manager

PREPARED BY AND RETURN TO:

McMichael & Gray PC
2180 Satellite Blvd NW, Suite 200
Duluth, GA 30097
File No. MGC-GA-260099-CST

MEMORANDUM OF AGREEMENT

ADDITIONAL PURCHASE PRICE

This Memorandum of Agreement – Additional Purchase (“**Memorandum**”) is entered into this ___ day of April, 2026, by and between **HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY** (“**Seller**”), and **STONECREST HOMES GA, LLC**, a Georgia limited liability company (“**Purchaser**”).

RECITALS

A. Seller is the owner, in fee simple title, of certain lots located in Cherokee County, Georgia, which lots are more particularly described on **Exhibit “A”** attached hereto (each, a “**Lot**” and collectively the “**Lots**”).

B. Seller and Purchaser have entered into that certain unrecorded AGREEMENT FOR SALE AND PURCHASE OF LOTS dated as of December 20, 2021 (the “**Agreement**”), pursuant to which Seller agreed to sell and convey the Lots to Purchaser, and Purchaser agreed to purchase and acquire the Lots from Seller upon the terms and conditions set forth therein.

C. A portion of the purchase price for the Lots will be paid upon the sale of the Lot and Home to a Homebuyer.

D. Seller and Purchaser desire to execute this Memorandum and cause it to be recorded in Cherokee County, Georgia land records for the purpose of memorializing the Agreement and to provide third parties with notice of the Agreement and Seller’s right to collect the “Additional Purchase Price,” as such term is defined in the Agreement, from Purchaser.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby acknowledge and agree that some, though not all, of the terms of the Agreement are as follows:

1. Pursuant to the Agreement and this Memorandum, Seller has agreed to sell and convey Lots to Purchaser and Purchaser has agreed to purchase and acquire such Lots from Seller upon the terms and conditions set forth in the Agreement.

2. Purchaser has agreed to pay to Seller the “Additional Purchase Price” at the time a Home is sold to a Homebuyer as more fully described in Paragraph 2(b) of the Agreement.

3. The failure of Seller to receive from Purchaser payment of the Additional Purchase Price when due shall entitle Seller to exercise all of its rights and remedies under the Agreement at law or in equity.

4. This Memorandum is not an agreement between Seller and Purchaser, but rather, is to give notice of the Agreement and does not supersede, diminish, add to, or change the terms of the Agreement. Reference should be made to the Agreement for all terms, covenants, and conditions with respect to the Additional Purchase Price.

5. This Memorandum shall terminate and be of no further force or effect with respect to any Lot upon the payment of the Additional Purchase Price for such Lot by Purchaser to Seller.

6. This Memorandum may be executed in two or more counterparts, and all of such counterparts when taken together shall constitute one and the same document.

7. Unless otherwise defined herein, all terms with their initial letter capitalized in this Memorandum shall have the same meanings herein as such terms are defined in the Agreement.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement – Additional Purchase Price as of the date first set forth above.

SELLER:

**HOLLY SPRINGS DOWNTOWN
DEVELOPMENT AUTHORITY**

Signed, sealed and delivered in the presence of:

By: _____

Name: Ollie Evans

Title: Chairman

Unofficial Witness

Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

Signed, sealed and delivered in the presence of:

Attest: _____

Name: Andrea Johnston

Title: Secretary

Unofficial Witness

Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

PURCHASER:

STONECREST HOMES GA, LLC

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

[NOTARIAL SEAL]

My Commission Expires:_____

By:_____

Name: Charles D. Heiser, Jr.

Title: Manager

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

APPROVED BY:

**THE CITY OF HOLLY SPRINGS,
GEORGIA**

Signed, sealed and delivered in the
presence of:

Unofficial Witness

Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

By: _____

Name: _____

Title: _____

Signed, sealed and delivered in the
presence of:

Unofficial Witness

Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

Attest: _____

Name: _____

Title: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

APPROVED AS TO FORM BY:

**ATTORNEY FOR THE CITY OF
HOLLY SPRINGS, GEORGIA**

Signed, sealed and delivered in the presence
of:

By: _____

Name: _____

Title: _____

Unofficial Witness

Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 343 of the 15th District, 2nd Section, Cherokee County, Georgia, being Lots 15 and 16, of Holly Springs Mixed-Use Development Townhomes East, as per plat recorded in Plat Book 120, Pages 734-737, Cherokee County, Georgia records, which recorded plat is incorporated herein by reference and made a part of this description.

After Recording Return To:
McMichael & Gray, P.C.
2180 Satellite Blvd NW, Suite 200
Duluth, GA 30097

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF CHEROKEE

THIS INDENTURE, made the ____ day of **APRIL, 2026**, between **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF HOLLY SPRINGS, GEORGIA aka HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY**, as party or parties of the first part, hereinafter called Grantor, and **STONECREST HOMES GA, LLC**, a Georgia limited liability company, 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 DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS (\$10.00)** 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, the following described property:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

(the "Property").

Said property is conveyed subject to those permitted title exceptions set forth on Exhibit "B" attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

TO HAVE AND TO HOLD said Property, 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, subject to the Permitted Exceptions.

ITEM REPORT

AGENDA ITEM NUMBER: IV.G.



FROM: Robert H. Logan, City Manager

MEETING DATE: April 15, 2026

AGENDA ITEM: Limited Warranty Deed between Stonecrest Homes GA, LLC and the Downtown Development Authority of Holly Springs and authorize the Chairman to execute the Deed.

EXECUTIVE SUMMARY:

Limited Warranty Deed between Stonecrest Homes GA, LLC and the Downtown Development Authority of Holly Springs.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. limited warranty deed

RECOMMENDATION:

The staff recommendation is approval of the Deed.

CONCURRENCES:

City Manager

After Recording Return To:
McMichael & Gray, P.C.
2180 Satellite Blvd NW, Suite 200
Duluth, GA 30097

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF CHEROKEE

THIS INDENTURE, made the ____ day of **APRIL, 2026**, between **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF HOLLY SPRINGS, GEORGIA aka HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY**, as party or parties of the first part, hereinafter called Grantor, and **STONECREST HOMES GA, LLC**, a Georgia limited liability company, 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 DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS (\$10.00)** 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, the following described property:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

(the "Property").

Said property is conveyed subject to those permitted title exceptions set forth on Exhibit "B" attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

TO HAVE AND TO HOLD said Property, 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, subject to the Permitted Exceptions.

AND THE SAID Grantor will warrant and forever defend the right and title to the Property unto the said Grantee against the claims of Grantor and all others claiming by, through or under Grantor, except for claims arising under or by virtue of the Permitted Exceptions, but not otherwise.

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:

**DOWNTOWN DEVELOPMENT
AUTHORITY OF THE CITY OF HOLLY
SPRINGS, GEORGIA
aka
HOLLY SPRINGS DOWNTOWN
DEVELOPMENT AUTHORITY**

Unofficial Witness

Notary Public

By: _____ (SEAL)
Name: Ollie Evans
Title: Chairman

My Commission Expires: _____

[NOTARY SEAL]

Signed, sealed and delivered in the presence of:

Attest: _____
Name: Andrea Johnston

Unofficial Witness

Title: Secretary

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT A

(Property Description)

All that tract or parcel of land lying and being in Land Lot 343 of the 15th District, 2nd Section, Cherokee County, Georgia, being Lots 15 and 16, of Holly Springs Mixed-Use Development Townhomes East, as per plat recorded in Plat Book 120, Pages 734-737, Cherokee County, Georgia records, which recorded plat is incorporated herein by reference and made a part of this description.

EXHIBIT B
(PERMITTED EXCEPTIONS)

1. All taxes for the year 2023 and subsequent years, not yet due and payable.
2. All matters shown on plat recorded in Plat Book 120, Page 734-737, Cherokee County, Georgia records.
3. Temporary Construction Easement Agreement to Cherokee County Water and Sewerage Authority, recorded in Deed Book 12866, Page 197, aforesaid records.
4. Declaration of Covenants, Conditions and Restrictions for Holly Springs Mixed-Use Development Townhomes East as recorded in Deed Book 14882, Page 2910, and at Deed Book 14971, Page 728, and any existing or future amendments thereto, aforesaid records but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
5. Easement to Georgia Power Company recorded in Deed Book 14376, Page 1428, aforesaid records.
6. Utility Easement to Cherokee County Water and Sewerage Authority, recorded in Deed Book 14690, Page 338, aforesaid records.
7. Easement to Comcast Cable Communications Management, LLC, recorded in Deed Book 14835, Page 1892, aforesaid records.
8. Utility Easement to Cherokee County Water and Sewerage Authority, recorded in Deed Book 14875, Page 2530, aforesaid records.
9. Utility Easement to Cherokee County Water and Sewerage Authority, recorded in Deed Book 14875, Page 2533, aforesaid records.
10. Underground Easement to Georgia Power Company recorded in Deed Book 14821, Page 2949, aforesaid records.

ITEM REPORT

AGENDA ITEM NUMBER: IV.H.



FROM: Robert H. Logan, City Manager

MEETING DATE: April 15, 2026

AGENDA ITEM: Owner's Affidavit and authorize the Chairman to execute the Affidavit.

EXECUTIVE SUMMARY:

The purpose of this Affidavit is to induce:

1. Chicago Title Insurance Company to insure the title to the property.
2. McMichael & Gray, P.C. to conduct the transaction.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. owners affidavit

RECOMMENDATION:

The staff recommendation is approval of the Affidavit and authorize the Chairman to execute the Affidavit.

CONCURRENCES:

City Manager

OWNER'S AFFIDAVIT

Before me, the undersigned officer, personally appeared **Ollie Evans** (hereinafter referred to as "Affiant") who being duly sworn according to law, deposes and says on oath that he is Chairman of DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF HOLLY SPRINGS, GEORGIA aka HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY ("Owner"), and that Owner is the owner of the property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property").

Affiant states that Owner is in undisputed and peaceful possession of Property and has a perfect right to convey good, fee simple, merchantable title to the Property and the Property is free and clear of any liens.

Affiant states that, to Affiant's actual knowledge, there are no further liens, mortgages, judgments, taxes or (to the best of his knowledge and belief) other encumbrances of record affecting title to the Property other than those items shown on Exhibit B.

That Affiant has no knowledge of any pending suits, proceedings, judgments, liens, bankruptcies, or executions against the Owner hereto, in Cherokee County or in any other County in the State of Georgia.

Affiant states that there is no outstanding indebtedness for equipment, appliances or other fixtures attached to Property.

Affiant states that to the affiant's actual knowledge, there are no disputes concerning the location of the lines and corners.

Affiant states that to affiant's actual knowledge there are no unpaid bills or liens against Property for sewerage, water main, sidewalk, or other street improvements.

Affiant states that no work, improvements or repairs have been undertaken by or at the instance

of Owner (or any agents or representatives of Owner) on the Property or any part thereof during the ninety-five (95) days immediately preceding the date of the making of this Affidavit for which payment has not been made; and there are no outstanding bills for labor or materials used in making improvements or repairs upon the Property at the instance of Owner (or any agents or representatives of Owner) or for the services of architects, surveyors or engineers incurred in connection therewith, except:

NONE

Affiant states that there are no Security Agreements under the Uniform Commercial Code which could create a lien or encumbrance on Property or equipment, fixtures, or appliances connected therewith.

That other than shown on the settlement statement, no person or entity acting on behalf of Owner is or will be entitled to a commission or similar compensation in connection with the sale of the Property.

The purpose of this Affidavit is to induce:

1. CHICAGO TITLE INSURANCE COMPANY to insure the title to the above described property.
2. MCMICHAEL & GRAY, P.C. to conduct the transaction.

Affiant makes this Affidavit pursuant to Official Code of Georgia Annotated 44-14-361.2 as part of a transaction involving a conveyance of title to the Property and a bona fide sale, and for the purpose of inducing a title insurance company to insure the title to said Property, or inducing the closing attorney to issue a title opinion to such property.

I UNDERSTAND THAT THIS A SWORN AFFIDAVIT, MADE UNDER OATH, SUBJECT TO CIVIL AND CRIMINAL SANCTIONS, PENALTIES AND LIABILITY.

Signed, sealed and delivered this ____ day
of April, 2026 in the presence of:

_____(SEAL)
Ollie Evans

Notary Public
My commission expires:

{Affix notary seal.}

EXHIBIT A

PROPERTY DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 343 of the 15th District, 2nd Section, Cherokee County, Georgia, being Lots 15 and 16, of Holly Springs Mixed-Use Development Townhomes East, as per plat recorded in Plat Book 120, Pages 734-737, Cherokee County, Georgia records, which recorded plat is incorporated herein by reference and made a part of this description.

EXHIBIT B

PERMITTED EXCEPTIONS

1. All taxes for the year 2026 and subsequent years, not yet due and payable.
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4. Declaration of Covenants, Conditions and Restrictions for Holly Springs Mixed-Use Development Townhomes East as recorded in Deed Book 14882, Page 2910, and at Deed Book 14971, Page 728, and any existing or future amendments thereto, aforesaid records but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
5. Easement to Georgia Power Company recorded in Deed Book 14376, Page 1428, aforesaid records.
6. Utility Easement to Cherokee County Water and Sewerage Authority, recorded in Deed Book 14690, Page 338, aforesaid records.
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9. Utility Easement to Cherokee County Water and Sewerage Authority, recorded in Deed Book 14875, Page 2533, aforesaid records.
10. Underground Easement to Georgia Power Company recorded in Deed Book 14821, Page 2949, aforesaid records.

ITEM REPORT

AGENDA ITEM NUMBER: IV.I.



FROM: Robert H. Logan, City Manager

MEETING DATE: April 15, 2026

AGENDA ITEM: Certificate of Non-Foreign Status and authorize the Chairman to execute the certificate.

EXECUTIVE SUMMARY:

Authorize the Chairman to execute the Certificate of Non-Foreign Status for the sale of Lots 15 and 16 in the Holly Springs Town Center, Townhomes East.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. cert of non foreign status

RECOMMENDATION:

The staff recommendation is approval of the Certificate of Non-Foreign Status.

CONCURRENCES:

City Manager

CERTIFICATION OF NON FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a Transferee of a U.S. real property interest must withhold tax if the Transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the Transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF HOLLY SPRINGS, GEORGIA aka HOLLY SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY (“Transferor”), the undersigned hereby certifies the following on behalf of the Transferor:

1. Transferor is not a disregarded entity as defined in Treas. Reg. §1.1445-2(b)(2)(iii);
2. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
3. Transferor’s Tax Identification Number is: ; and
4. Transferor’s address is: PO Box 990, Holly Springs, GA 30142.

The undersigned understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and, to the best of my knowledge and belief, it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Sworn to and subscribed before me
on April ____, 2026

DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF HOLLY SPRINGS, GEORGIA
aka HOLLY SPRINGS DOWNTOWN
DEVELOPMENT AUTHORITY

Notary Public

By: _____

My commission expires:

Name: Ollie Evans
Title: Chairman

[NOTARY SEAL]