



AN ORDINANCE BY  
COUNCIL MEMBER:

  
DERRICK BOAZMAN

AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT AGREEMENT WITH THE ATLANTA DEVELOPMENT AUTHORITY TO IMPLEMENT PORTIONS OF THE SOUTHSIDE REDEVELOPMENT PLAN RELATED TO THE LAKEWOOD VILLAGE PROPERTY AND ITS ENVIRONS; TO AUTHORIZE THE CITY ATTORNEY TO UNDERTAKE CONDEMNATION PROCEEDINGS AND TO ENGAGE OUTSIDE COUNSEL; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta wishes to undertake the Southside Redevelopment Plan as it relates to Lakewood Village and its environs; and

WHEREAS, the City wishes to engage the Atlanta Development Authority or its controlled Corporation, (hereinafter "ADA") to perform these services; and

WHEREAS, the City wishes to authorize ADA to proceed with the acquisition, demolition and development phases of this project; and

WHEREAS, ADA wishes to utilize condemnation proceedings where extensive prior negotiations have not resulted in the owners' agreement to sell; and

WHEREAS, the City Attorney wishes to engage outside counsel for the purpose of commencing and conducting condemnation proceedings; and

WHEREAS, the City wishes to retain ADA as the implementing organization.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA as follows:

Section 1. That the City of Atlanta, acting through the Mayor or his designee, is authorized to implement the portions of the Southside Redevelopment Plan related to Lakewood Village and its environs.

Section 2. That the Mayor be and is hereby authorized to enter into a contract agreement with ADA for implementation of the Southside Development Plan as it relates to Lakewood Village and its environs.



Section 3. That the City of Atlanta hereby declares its intent to condemn and take, via the power of eminent domain, all those properties attached to this Ordinance as Exhibit A and the City Attorney is authorized to initiate eminent domain proceedings against property owners when reasonable efforts to negotiate have failed and to utilize the services of outside counsel to act on behalf of the City of Atlanta in initiating such proceedings.

Section 4. That this contract shall not become binding on the City and the City shall incur no liability upon same until such contract has been executed by the Mayor and delivered to the contracting party.

Section 5. That all Ordinances and parts of Ordinances in conflict with this Ordinance are hereby repealed.

A true copy,

*Rhonda Daughin Johnson*  
Municipal Clerk, CMC

ADOPTED as amended by the Council  
APPROVED by the Mayor

FEB 05, 2001  
FEB 13, 2001

## Exhibit A (Revised 1/31/01)



ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 72 OF THE 14<sup>TH</sup> DISTRICT OF FULTON COUNTY, GEORGIA. BEING 025-5, LAKEWOOD QUADRAPLEXES, AS PER PLAT RECORDED IN PLAT BOOK 132, PAGE 45, FULTON COUNTY, GEORGIA RECORDS, WHICH PLAT REFERRED TO AND MADE A PART OF THIS DESCRIPTION, BEING IMPROVED PROPERTY KNOWN AS 1707 New Pryor, ATLANTA, GEORGIA 30315, ACCORDING TO PRESENT SYSTEM OF NUMBERING TOWNHOUSES IN FULTON COUNTY, GEORGIA.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 72 OF THE 14<sup>TH</sup> DISTRICT OF FULTON COUNTY, GEORGIA. BEING 031-3, LAKEWOOD QUADRAPLEXES, AS PER PLAT RECORDED IN PLAT BOOK 132, PAGE 45, FULTON COUNTY, GEORGIA RECORDS, WHICH PLAT REFERRED TO AND MADE A PART OF THIS DESCRIPTION, BEING IMPROVED PROPERTY KNOWN AS 1719 Pryor Road, ATLANTA, GEORGIA 30315, ACCORDING TO PRESENT SYSTEM OF NUMBERING TOWNHOUSES IN FULTON COUNTY, GEORGIA.

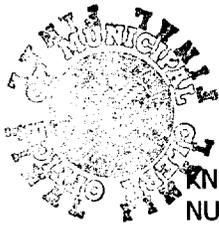
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 72 OF THE 14<sup>TH</sup> DISTRICT OF FULTON COUNTY, GEORGIA. BEING 045-3, LAKEWOOD QUADRAPLEXES, AS PER PLAT RECORDED IN PLAT BOOK 132, PAGE 45, FULTON COUNTY, GEORGIA RECORDS, WHICH PLAT REFERRED TO AND MADE A PART OF THIS DESCRIPTION, BEING IMPROVED PROPERTY KNOWN AS 311 Amal Drive, ATLANTA, GEORGIA 30315, ACCORDING TO PRESENT SYSTEM OF NUMBERING TOWNHOUSES IN FULTON COUNTY, GEORGIA.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 72 OF THE 14<sup>TH</sup> DISTRICT OF FULTON COUNTY, GEORGIA. BEING 054-5, LAKEWOOD QUADRAPLEXES, AS PER PLAT RECORDED IN PLAT BOOK 132, PAGE 45, FULTON COUNTY, GEORGIA RECORDS, WHICH PLAT REFERRED TO AND MADE A PART OF THIS DESCRIPTION, BEING IMPROVED PROPERTY KNOWN AS 1733 New Pryor, ATLANTA, GEORGIA 30315, ACCORDING TO PRESENT SYSTEM OF NUMBERING TOWNHOUSES IN FULTON COUNTY, GEORGIA.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 72 OF THE 14<sup>TH</sup> DISTRICT OF FULTON COUNTY, GEORGIA. BEING 058-6, LAKEWOOD QUADRAPLEXES, AS PER PLAT RECORDED IN PLAT BOOK 132, PAGE 45, FULTON COUNTY, GEORGIA RECORDS, WHICH PLAT REFERRED TO AND MADE A PART OF THIS DESCRIPTION, BEING IMPROVED PROPERTY KNOWN AS 1745 New Pryor, ATLANTA, GEORGIA 30315, ACCORDING TO PRESENT SYSTEM OF NUMBERING TOWNHOUSES IN FULTON COUNTY, GEORGIA.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 72 OF THE 14<sup>TH</sup> DISTRICT OF FULTON COUNTY, GEORGIA. BEING 063-6, LAKEWOOD QUADRAPLEXES, AS PER PLAT RECORDED IN PLAT BOOK 132, PAGE 45, FULTON COUNTY, GEORGIA RECORDS, WHICH PLAT REFERRED TO AND MADE A PART OF THIS DESCRIPTION, BEING IMPROVED PROPERTY KNOWN AS 1757 New Pryor, ATLANTA, GEORGIA 30315, ACCORDING TO PRESENT SYSTEM OF NUMBERING TOWNHOUSES IN FULTON COUNTY, GEORGIA.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 72 OF THE 14<sup>TH</sup> DISTRICT OF FULTON COUNTY, GEORGIA. BEING 064-4, LAKEWOOD QUADRAPLEXES, AS PER PLAT RECORDED IN PLAT BOOK 132, PAGE 45, FULTON COUNTY, GEORGIA RECORDS, WHICH PLAT REFERRED TO AND MADE A PART OF THIS DESCRIPTION, BEING IMPROVED PROPERTY



KNOWN AS 1761 New Pryor, ATLANTA, GEORGIA 30315, ACCORDING TO PRESENT SYSTEM OF NUMBERING TOWNHOUSES IN FULTON COUNTY, GEORGIA.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 72 OF THE 14<sup>TH</sup> DISTRICT OF FULTON COUNTY, GEORGIA. BEING 085-9, LAKEWOOD QUADRAPLEXES, AS PER PLAT RECORDED IN PLAT BOOK 132, PAGE 45, FULTON COUNTY, GEORGIA RECORDS, WHICH PLAT REFERRED TO AND MADE A PART OF THIS DESCRIPTION, BEING IMPROVED PROPERTY KNOWN AS 1721 New Pryor, ATLANTA, GEORGIA 30315, ACCORDING TO PRESENT SYSTEM OF NUMBERING TOWNHOUSES IN FULTON COUNTY, GEORGIA.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 72 OF THE 14<sup>TH</sup> DISTRICT OF FULTON COUNTY, GEORGIA. BEING LOT 024-8, LAKEWOOD QUADRAPLEXES, AS PER PLAT RECORDED IN PLAT BOOK 132, PAGE 45, FULTON COUNTY, GEORGIA RECORDS, WHICH PLAT REFERRED TO AND MADE A PART OF THIS DESCRIPTION, BEING IMPROVED PROPERTY KNOWN AS 1703 NEW PRYOR, ATLANTA, GEORGIA 30315, ACCORDING TO PRESENT SYSTEM OF NUMBERING TOWNHOUSES IN FULTON COUNTY, GEORGIA.

OMC Amendment incorporated by WHG 2/14/01



## ADMINISTRATION AGREEMENT

This Administration Agreement (the “Agreement”) is between the City of Atlanta, Georgia (the “City”), and the Atlanta Development Authority, a corporate public body (the “ADA”).

WHEREAS, the City of Atlanta has adopted the Southside Redevelopment Plan; and

WHEREAS, a portion of the plan calls for the redevelopment of Lakewood Villages (the “Project”); and

WHEREAS, the City desires to contract with ADA to provide administrative services with respect to the Project, including the possible use of condemnation powers by the City; and

WHEREAS, ADA desires to provide such services;

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. Engagement. The City hereby engages ADA to provide administrative services with respect to the Project, and ADA hereby accepts such engagement.
2. Services to be Provided. ADA shall provide the following services:
  - A. Identify an appropriate development and ownership entity;
  - B. Identify experienced professionals to provide a range of development services to the ownership entity as necessary to complete the Project;
  - C. Work with the ownership entity to secure financing;
  - D. Work with the ownership entity to secure the requisite local regulatory approvals, including all the necessary permits;
  - E. Provide periodic reports to the City on the status of the Project; and
  - F. Work with the ownership entity to secure control of the land necessary to complete the Project.



3. General Provisions.

- A. Entire Agreement; Amendments. This Agreement embodies the entire understanding between the parties, supersedes any and all prior negotiations, understandings or agreements. This Agreement may be amended or modified from time to time only by a written instrument adopted, executed and agreed to by the parties.
  
- B. Notices. All notices and demands required or permitted under this Agreement shall be in writing, as follows: (i) by actual delivery of the notice into the hands of the party entitled to receive it; (ii) by mailing such notice by registered or certified mail, return receipt requested, in which case the notice shall be deemed to be given on the date of its mailing; or (iii) by Federal Express or any other overnight carrier, in which case the notice shall be deemed to be given as of the date it is sent. All notices which concern this Agreement shall be addressed as follows:

If to the City:

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If to the ADA:

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- C. Severability. If any provision of this Agreement or the application of such provision to any party or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid, shall not be affected.
  
- D. Parties Bound. This Agreement shall be binding upon the parties and their respective successors, assigns, heirs, devisees, legal representatives, executors and administrators.
  
- E. Applicable Law. The laws of the State of Georgia shall govern this Agreement, excluding any conflict of laws rules. The parties irrevocably agree that all actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement shall be litigated only in courts having situs within Fulton County, Georgia.



- F. **Strict Construction.** It is the intent of the parties that this Agreement shall be deemed to have been prepared by all of the parties to the end that no party shall be entitled to the benefit of any favorable interpretation or construction of any term or provision hereof under any rule or law.
- G. **Headings.** The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision.
- H. **Counterparts.** This Agreement may be executed in multiple counterparts with separate pages, and each such counterpart shall be considered an original, but all of which together shall constitute one and the same instrument.
- I. **Pronouns.** All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.
- J. **Effect of Waiver or Consent.** A waiver or consent, express or implied, to or of any breach or default by any party in the performance by that party of its obligations hereunder or with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that party of the same or any other obligations of that party. Failure on the part of a party to complain of any act or to declare any party in default hereunder, irrespective of how long that failure continues, does not constitute a waiver by that party of its rights with respect to that default.
- K. **Further Assurances.** Each party shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and the transactions contemplated herein.
- L. **Indemnification for Breach.** To the fullest extent permitted by law, each party shall indemnify the other and hold them harmless from and against all losses, costs, liabilities, damages and expenses (including, without limitation, costs of suit and attorneys' fees) they may incur on account of any material breach by that party of this Agreement.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**



IN WITNESS WHEREOF, the parties hereto have set their hand and seals.

CITY OF ATLANTA

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATLANTA DEVELOPMENT AUTHORITY

By: \_\_\_\_\_

Date: \_\_\_\_\_



RCS# 2594  
2/05/01  
4:56 PM

Atlanta City Council

Regular Session

01-O-0095

ADA to implement portions of Southside  
Redevelop Plan re. Lakewood Village  
ADOPT/AMEND/CON

YEAS: 13  
NAYS: 1  
ABSTENTIONS: 0  
NOT VOTING: 1  
EXCUSED: 0  
ABSENT 1

Y McCarty	B Dorsey	Y Moore	Y Thomas
Y Starnes	Y Woolard	N Martin	Y Emmons
Y Bond	Y Morris	Y Maddox	Y Alexander
Y Winslow	Y Muller	Y Boazman	NV Pitts

01-O-0095

01-0-0095

(Do Not Write Above This Line)

AN ORDINANCE

Councilmember Derrick Boazman

An Ordinance authorizing the Mayor to enter into a contract agreement with the Atlanta Development Authority to implement portions of the Southside Redevelopment Plan related to the Lakewood Village property and its environs; to authorize the City Attorney to undertake condemnation proceedings and to engage outside counsel; and for other purposes

ADOPTED BY  
FEB 0 5 2001  
COUNCIL

AS AMENDED

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred

1/16/01

Referred To:

Com. Dev. v. Duane Reeves

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee \_\_\_\_\_  
 Date \_\_\_\_\_  
 Chair \_\_\_\_\_  
 Referred to \_\_\_\_\_

Committee <i>CD/HR</i>	Committee
Date <i>1/31/01</i>	Date
Chair <i>Derrick Boazman</i>	Chair
Action: Fav, Adv, Hold (see rev. side)	Action: Fav, Adv, Hold (see rev. side)
Other: <i>no amended</i>	Other:
Members <i>[Signatures]</i>	Members
Refer To	Refer To

Committee	Committee
Date	Date
Chair	Chair
Action: Fav, Adv, Hold (see rev. side)	Action: Fav, Adv, Hold (see rev. side)
Other:	Other:
Members	Members
Refer To	Refer To

FINAL COUNCIL ACTION

- 2nd
- 1st & 2nd
- 3rd
- Consent
- V Vote
- RC Vote

CERTIFIED

**G**  
 FEB 5 2001  
 ATLANTA CITY COUNCIL PRESIDENT  
*[Signature]*

**CONFIRMED**  
 FEB 0 5 2001  
*[Signature]*

**APPROVED**  
MAYOR'S ACTION

FEB 13 2001

*[Signature]*