

13-0-1022
13-0-1022

First Reading

Committee City Utilities
 Date April 30 2013
 Chair [Signature]
 Referred To CUC

FINAL COUNCIL ACTION
 2nd 1st & 2nd 3rd
 Readings
 Consent V Vote RC V

**AN ORDINANCE
 BY CITY UTILITIES COMMITTEE**

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A NON-EXCLUSIVE WATER UTILITY EASEMENT AND A SEWER UTILITY EASEMENT WITH ENCROACHMENTS FROM THE STATE OF GEORGIA, BY AND THROUGH ITS GEORGIA STATE PROPERTIES COMMISSION, IN CONNECTION WITH THE RELOCATION OF A CERTAIN PUBLIC SEWER LINE FOR THE COLLEGE FOOTBALL HALL OF FAME PROJECT; AUTHORIZING THE ABANDONMENT OF THE EXISTING SEWER LINE AT SUCH TIME AS THE RELOCATED SEWER LINE IS ACCEPTED BY THE CITY; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL APPROPRIATE DOCUMENTS FOR SAID EASEMENTS, ENCROACHMENTS AND ABANDONMENTS; AND FOR OTHER PURPOSES.

ADOPTED BY
 MAY 20 2013

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1ST ADOPT 2ND READ & REFER
- PERSONAL PAPER REFER

COUNCIL

Date Referred: 5-6-13
 Referred To: City Utilities
 Date Referred:
 Referred To:
 Date Referred:
 Referred To:

Committee	Committee
<u>City Utilities</u>	
Date <u>May 14 2013</u>	Date
Chair <u>[Signature]</u>	Chair
Action <input checked="" type="checkbox"/> Fav, Adv, Hold (see rev. side) <input type="checkbox"/> Other	Action Fav, Adv, Hold (see rev. side) <input type="checkbox"/> Other
Members <u>[Signatures]</u>	Members
Refer To	Refer To
Committee	Committee
Date	Date
Chair	Chair
Action Fav, Adv, Hold (see rev. side) <input type="checkbox"/> Other	Action Fav, Adv, Hold (see rev. side) <input type="checkbox"/> Other
Members	Members
Refer To	Refer To

CERTIFIED
 MAY 20 2013
 ATLANTA CITY COUNCIL PRESIDENT
[Signature]

CERTIFIED
 MAY 20 2013
 Rhonda Doughton Johnson
 MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED
 MAY 29 2013
 WITHOUT SIGNATURE
 BY OPERATION OF LAW



**AN ORDINANCE
BY CITY UTILITIES COMMITTEE**

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A NON-EXCLUSIVE WATER UTILITY EASEMENT AND A SEWER UTILITY EASEMENT WITH ENCROACHMENTS FROM THE STATE OF GEORGIA, BY AND THROUGH ITS GEORGIA STATE PROPERTIES COMMISSION, IN CONNECTION WITH THE RELOCATION OF A CERTAIN PUBLIC SEWER LINE FOR THE COLLEGE FOOTBALL HALL OF FAME PROJECT; AUTHORIZING THE ABANDONMENT OF THE EXISTING SEWER LINE AT SUCH TIME AS THE RELOCATED SEWER LINE IS ACCEPTED BY THE CITY; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL APPROPRIATE DOCUMENTS FOR SAID EASEMENTS, ENCROACHMENTS AND ABANDONMENTS; AND FOR OTHER PURPOSES.

WHEREAS, the State of Georgia owns certain real property lying and being in Land Lot 78 of the 14th District, City of Atlanta, Fulton County, Georgia, as more particularly described in Exhibit "A", attached and incorporated herein ("Property"); and

WHEREAS, the Property comprises a portion of the George L. Smith II Georgia World Congress Center campus, which is in the custody of the Department of Economic Development and managed by the George L. Smith II Georgia World Congress Center Authority, and in all matters relating to the Property, the State of Georgia is acting by and through its State Properties Commission ("Commission"); and

WHEREAS, the Commission and Atlanta Hall Management, Inc. ("Atlanta Hall") entered into that certain Ground Lease for the Property dated October 13, 2011, with a memorandum of such recorded at Deed Book 52177, Page 676 in the real property records of Fulton County, Georgia, for the general purpose of designing, constructing, operating and managing what will be known as the "College Football Hall of Fame" project ("Project"); and

WHEREAS, the Project includes, among other things, 1) the relocation of a certain existing public sanitary sewer line currently located within the former public right of way, known as Foundry St. ("Existing Sewer Line"), to a location depicted in that certain site plan ("Site Plan") attached and incorporated herein as Exhibit "B" ("Relocated Sewer Line"); and 2) construction of certain facilities over and across the Relocated Sewer Line, including two building structures, a football field and associated appurtenances, thus creating an encroachment upon the Relocated Sewer Line, as such encroachments are further depicted in the Site Plan ("Encroachment Improvements"); and

WHEREAS, said Encroachment Improvements shall be constructed by Atlanta Hall all in accordance with certain approved plans and that certain license agreement between Atlanta Hall and the City, attached and incorporated herein as Exhibit "C" ("License Agreement"); and

WHEREAS, the City has determined that the Encroachment Improvements will not impede or obstruct the City's interests and obligations in operating and maintaining its Utility and its Relocated Sewer Line located under or adjacent to the Encroachment Improvements; and



WHEREAS, upon the completion of the work on the Relocated Sewer Line in accordance with the approved plans and the License Agreement, it is the City's desire to abandon and otherwise release all claims to any internet in any unused easement and infrastructure associated which has no identifiable potential for public use, and to dissolve and remove the encumbrance to the affected portion of the Property by quitclaiming all rights associated with the City's former interest in those unusable easements and infrastructure to the State; and

WHEREAS, the State, as part of the Project, the State shall grant the City an easement for the Relocated Sewer Line with permitted Encroachments for the Encroachment Improvements in exchange for the abandonment of the Existing Sewer Line upon completion and of the Relocation Sewer Line; and

WHEREAS, the Project also includes construction of a certain water vault and related facilities on and within the Property, as more particularly described in certain plans and legal description attached and incorporated herein as Exhibit "D", which shall be included in an easement granted from the State to the City ("Water Utility Easement"); and

WHEREAS, the Commission is authorized to grant the City these certain easements for the construction, operation and maintenance of the Water Utility Easement and Relocated Sewer Line, pursuant to 2012 Resolution Act No. 760 (S.R. 873), §§ 103 through 118 ("Resolution"); and

WHEREAS, at its duly called meeting on June 19, 2012, the Commission approved granting easements on the Property for the construction, operation and maintenance of the Utility and Relocated Sewer Line, as authorized by the Resolution; and

WHEREAS, the Commissioner of the Department of Watershed Management recommends accepting these certain easements from the State and abandoning the Existing Sewer Line upon completion of the Relocated Sewer Line in accordance with the License Agreement.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS,

SECTION 1. The Mayor, or his authorized designee, is authorized to accept easements from the State for the Project, including an easement for the Relocated Sewer Line with permitted encroachments and the Water Utility Easement; and

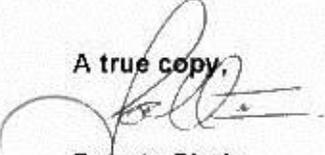
SECTION 2. Upon completion of the Relocated Sewer Line and acceptance of the dedication of the Relocated Sewer Line in accordance with the License Agreement, all unused easements and interests in the portions of the Property and infrastructure which have no identifiable potential for public use for the City's public sewer system shall be abandoned by quitclaiming all such interests in those unusable easements and infrastructure to the State; and

SECTION 3. The Mayor, or his authorized designee, is authorized to execute all appropriate documents to carry out the intent of this ordinance, including execution of a quitclaim deed to abandon and otherwise release the City's interests in the portion of the Property which have no



identifiable potential for public use for the City's public sewer system and to accept the easements, as further described herein; and

SECTION 4. That all ordinances, or portions of ordinances, in conflict with this ordinance shall be waived to the extent of the conflict.

A true copy,

Deputy Clerk

ADOPTED by the Atlanta City Council
APPROVED as per City Charter Section 2-403

MAY 20, 2013
MAY 29, 2013



Exhibit "A"



LEGAL DESCRIPTION OF THE PROPERTY

All that tract or parcel of land lying and being in Land Lot 78, 14th District, City of Atlanta, Fulton County Georgia and being more particularly described as follows:

COMMENCING at a Brass Disc Found at the intersection of the northerly right-of-way of Andrew Young International Boulevard (having an apparent variable right-of-way) and the westerly right-of-way of Marietta Street (having an apparent variable right-of-way; thence, leaving the aforesaid Brass Disc and running with the said right-of-way of Marietta Street North 24° 37' 22" West, 84.91 feet; thence, North 24° 03' 28" West, 156.60 feet to a Brass Disc Found; thence North 24° 03' 28" West 27.60 feet to a point and the POINT OF BEGINNING.

Thence, leaving the aforesaid POINT OF BEGINNING and said right-of-way of Marietta Street

1. South 46° 22' 07" West, 192.10 feet; thence,
2. North 43° 37' 51" West, 50.00 feet; thence,
3. North 18° 35' 09" West, 52.21 feet; thence,
4. North 20° 19' 53" West, 255.84 feet; thence,
5. North 69° 40' 07" East, 97.00 feet; thence,
6. North 20° 19' 53" West, 58.50 feet; thence,
7. North 69° 40' 07" East, 50.42 feet to a point on the aforesaid right-of-way of Marietta Street; thence, running with the said right-of-way of Marietta Street
8. South 37° 38' 58" East, 42.72 feet; thence,
9. South 32° 32' 14" East, 91.87 feet; thence,
10. South 24° 26' 06" East, 59.18 feet; thence,
11. South 25° 44' 12" East, 42.92 feet; thence,
12. South 24° 03' 28" East, 104.34 feet to the POINT OF BEGINNING, containing 62,171 square feet or 1.4272 acres of land, more or less.



Exhibit "B"

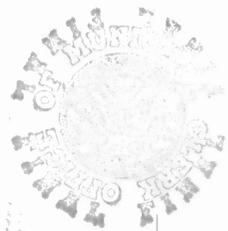
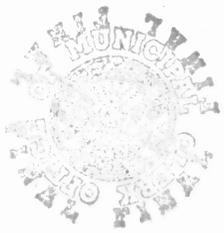


Exhibit "C"



**LICENSE AGREEMENT
FOR SEWER RELOCATION FOR COLLEGE FOOTBALL HALL OF FAME**

This **LICENSE AGREEMENT** ("Agreement") is made and entered into this ___ day of March, 2013 ("Effective Date") by and between **CITY OF ATLANTA**, by and through its Department of Watershed Management ("City" or "Licensor") and **Atlanta Hall Management, Inc.** ("AHM" or "Licensee")(collectively, Licensor and Licensee are referred to as the "Parties").

WITNESSETH:

WHEREAS, Licensor owns, operates and maintains a public sanitary sewer system within the municipal boundaries of the City of Atlanta, which includes a treatment and collection/transmission system consisting of sanitary and combined storm water/sanitary sewer lines and associated appurtenances ("System"); and

WHEREAS, the State owns certain property, lying and being located in Land Lot 78 of the 14th District of Fulton County Georgia and having a Fulton County Tax identification Number 14-0078-0002-112-9, said property being more particularly described in that certain legal description attached and incorporated herein as Exhibit "A" ("Property"); and

WHEREAS, the State of Georgia and AHM have entered into that certain Ground Lease dated October 13, 2011, with a memorandum of such recorded at Deed Book 52177, Page 676 in the real property records of Fulton County, Georgia, for the general purpose of designing, constructing, operating and managing what will be known as the "College Football Hall of Fame" project ("Project"), which Project will be constructed in the approximate location as depicted in that certain site plan, performed by Kimley Horn, entitled "College Football Hall of Fame, Grading and Drainage Plan, dated January 15, 2013, last revised January 21, 2013 and conditionally approved by the City of Atlanta on February 8, 2013 ("Site Plan"), said Site Plan being attached and incorporated herein as Exhibit "B"; and

WHEREAS, the Project includes plans to relocate a certain public sanitary sewer line ("Sewer Line"), located within a what was previously known as Foundry St., to a location as generally depicted in the Site Plan, which will be dedicated to the City upon completion of the sewer construction, as more fully described in this Agreement and in accordance with plans and specifications approved by the City ("Relocated Sewer Line"); and

WHEREAS, the Project additionally includes plans to construct certain Project facilities over and across the Relocated Sewer Line, including two building structures, a football field and associated appurtenances, thus creating an encroachment upon the Relocated Sewer Line, as such encroachments are depicted in the Site Plan ("Encroachments"); and

WHEREAS, the City has approved the relocation of the Sewer Line and the proposed Encroachments on the condition that such improvements are constructed in accordance with those certain plans and specifications approved by the City, dated February 8, 2013 ("Approved Plans"), the Site Plan and in accordance with the terms and conditions set forth in this Agreement, said



Approved Plans being incorporated herein by reference and maintained in the City of Atlanta's Office of Site Engineering; and

WHEREAS, the City's approval of the Encroachments and this Agreement is expressly conditioned upon that certain easement granted to the City from the State, which includes certain stipulations related to the Encroachments, said easement being attached and incorporated herein as **Exhibit "C"** ("Easement"); and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of granting a license to permit Licensee to access the Sewer Line and proceed with all necessary work associated with relocating the Sewer Line and constructing the proposed Encroachments, all in accordance with the terms and conditions defined herein (Relocated Sewer Line and Encroachments may be referred to collectively as "Improvements").

NOW THEREFORE, for and in consideration of the sum of Ten Dollars and 00/cents (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants and agreements contained in this Agreement, the Parties do hereby agree as follows:

1.

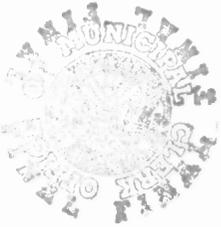
GRANT OF LICENSE

Licensor hereby grants and conveys to Licensee, and its authorized representatives and contractors, and Licensee hereby accepts from Licensor, a temporary, non-exclusive license to access the Sewer Line and relocate the Sewer Line, which shall include the right to perform all work and activities necessary to complete the Sewer Line relocation and construct the proposed Encroachments ("Work"). All work related to the Sewer Line relocation and Encroachments shall be in accordance with the Approved Plans, subject to and conditioned upon compliance with the terms and conditions of this Agreement.

2.

USE OF LICENSED PROPERTY

Licensee has the right to access the System and all public rights of way under this License solely for the purpose of performing the work contemplated by this Agreement, which shall be performed at Licensee's sole cost and expense in accordance with this Agreement, the Site Plan, Approve Plans and the Easement. Licensee shall operate and conduct all activities under this License so as to not impede, interfere or obstruct the normal operations of Licensor's System and cause as little inconvenience to the System as is consistent with reasonable progress. Licensor shall retain all rights to enter and use the System for any purpose not inconsistent with the rights granted to Licensee under the License. Under no circumstances are any Hazardous Substances (as defined herein below) to be placed, delivered or stored on the Property in violation of any Environmental Law (as defined herein below). Licensee shall ensure that it complies at all times with all applicable governmental laws, regulations, ordinances, rules and requirements (including, without limitation, erosion and sedimentation control ordinances and regulations).



"Hazardous Substance" means any chemical, substance, waste, material, pollutant, contaminant, equipment or fixture defined as or deemed hazardous or toxic or otherwise regulated under any federal, state, or local law, statute, rule or regulation, or any judicial or administrative interpretation thereof, related to human health, the environment, or ecology ("Environmental Law"), including, without limitation, any materials, wastes, substances, chemicals, or constituents regulated pursuant to the federal Resource Conservation and Recovery Act, the federal Comprehensive Environmental Response Compensation and Liability Act, or the Georgia Hazardous Sites Response Act, pesticides or other agricultural chemicals, oil and petroleum products or byproducts and any constituents thereof, urea formaldehyde insulation, lead, including lead in paint or drinking water, asbestos and polychlorinated biphenyls (PCBs).

Licensee agrees to secure at its sole cost and expense all necessary permits, letters, and certificates of approval or authorization ("Governmental Authorization") for Licensee activities under this Agreement.

Licensee shall at all times be responsible for all aspects of its and its agents, contractors and subcontractors actions performing Work contemplated in this Agreement and must exercise the appropriate degree of care and control of, and accepts responsibility for the performance of such contractors and subcontractors while Work is performed.

Licensee's use of the System is expressly conditioned upon and subject to Licensor's rights, uses and operations of its System and public rights of way, as Licensor deems appropriate at its sole discretion. In the event that Licensee's activities pursuant to this Agreement is determined to interfere with and/or obstruct with Licensor's operations of its public facilities, Licensee agrees to cooperate and cease all conflicting activities as may be directed by Licensor; provided, however, Licensor agrees to cooperate with Licensee to resolve any such conflicts as is practical under the circumstances.

Licensee shall cause the repair of any damage to any System facilities, any public or private utilities, or any private property caused by or related to Work contemplated herein, and take appropriate measures in the event that such activities are a threat to the public health, safety or welfare, including without limitation, dangers or threats to persons or real and personal property.

Licensee shall require that any and all contractors, subcontractors or suppliers performing Work on behalf of Licensee comply with the applicable provisions of federal, state and local safety laws; perform work in a good workmanlike manner; and take all measures necessary in an effort to prevent accidents, damages, injury or loss to persons and property in connection with the Work.

3.

COMPLETION STANDARD

The construction of the Relocated Sewer Line and Encroachments shall be completed lien free, in a good workmanlike manner, free of material defects and in compliance with the requirements of all applicable federal, state and local permits, ordinances, building codes, procedures, rules, and regulations and in substantial conformity with the Approved Plans and this Agreement.



4.

INSPECTION AND MAINTENANCE OF RECORDS

4.1. Inspection. Licensor shall have the right to visit and inspect, monitor and evaluate the Work at any time to ensure that the Work is performed in accordance with the terms of this Agreement, including without limitation, providing an onsite inspector to monitor the daily work. The cost of any visits or inspections by Licensor will be the responsibility of Licensor. At any time Licensor determines that construction is resulting in materially defective work, Licensor shall provide notice to Licensee, and Licensee shall immediately cause to remedy any such identified defects as directed by Licensor. Licensee agrees to notify Licensor when all Work is complete and ready for final inspection and invite Licensor to attend the final inspection or provide a corrections list to Licensee prior to the final inspection.

4.2. Records. Licensee shall keep records, books, correspondence, instructions, drawings, receipts, vouchers, and other documents related to the construction of the Work ("Records"). Such Records shall be kept in good order and in conformance with generally accepted accounting principles. Licensee shall maintain the Records for a minimum period of four (4) years after the completion of the Work. Licensee shall provide access to Licensor upon request to all Records for inspection, review, analysis, and, if deemed necessary and appropriate, for an audit at Licensor's expense.

5.

FACILITIES MAINTENANCE, ACCEPTANCE AND DEDICATION

5.1. Upon the completion of the Work and upon the Dedication and Final Acceptance of the Relocated Sewer Line, as defined below, Licensee shall dedicate the Relocated Sewer Line to Licensor.

5.2. Dedication. Upon completion of the Improvements in accordance with this Agreement, Licensee shall notify Licensor of its intent to dedicate the Relocated Sewer Line.

5.3. Final Acceptance. Licensor shall accept the dedication of the Relocated Sewer Line conditioned upon the following:

5.3.1. Licensee completes the Improvements in accordance with the Approved Plans and this Agreement; and

5.3.2. Licensee provides 1) certified as-built drawings of the completed Relocated Sewer Line, as approved by Licensor, such approval of Atlanta shall not be unreasonably delayed, conditioned or withheld; 2) all construction is properly inspected and meets all applicable testing and minimum standards to the satisfaction of Licensor; and 3) a two- year maintenance bond for the Relocated Sewer Line is provided to Licensor.



6.

PUBLIC UTILITIES

Licensee acknowledges that the areas accessed for the Project may be burdened with existing public and private utility easements and is responsible for locating and obtaining all applicable permits and permissions with respect to such public and private utilities affecting the Work; and Licensor shall not be responsible for any damages or expenses to such public or private utilities incurred by Licensee or its contractors during the Project, including, without limitation, any existing sewer, gas, electric and cable/phone lines.

7.

TERM

It is understood and agreed between the parties hereto that the Agreement is being granted for a temporary period, commencing on the Effective Date and terminating on the earlier of (a) dedication of the Relocated Sewer Line or (b) twenty-four (24) months from the date of this Agreement, unless otherwise terminated earlier pursuant to this Agreement or the Parties mutually agree to extend the term of this Agreement. Licensor may terminate this Agreement at any time after providing Licensee thirty (30) days written notice in the event that Licensor determines that Licensee's activities are an immediate and material threat to the public's health, safety or general welfare, and Licensor may immediately suspend Licensee's license and/or terminate this Agreement, after providing notice to Licensee that its uses and activities are a material threat to the public's health, safety or general welfare, as Licensor determines appropriate under the circumstances.

8.

NO INTEREST

Licensee hereby acknowledges that by making, executing and delivering this Agreement, Licensor does not confer upon Licensee any right, title, interest, or estate in the Sewer System or public rights or way or property owned or operated by Licensor, nor confer upon Licensee a license coupled with an interest or an easement and Licensee is estopped from claiming any such right, title, interest, estate, license coupled with an interest, or easement in the System.

9.

DAMAGE TO PROPERTY/CONDITION OF PROPERTY

Licensee hereby agrees that Licensee will, at its own cost and expense, be responsible for the repair and replacement of any damage to the System or public rights of way or other property affected by Work performed related to the Project. Licensee shall leave all areas disturbed related to the Project in a condition equal to or better than the existing condition at the time of execution of this Agreement, including, but not limited to, the replacement of grass, soil, gravel and other materials. Notwithstanding anything contained herein to the contrary, AHM agrees to reimburse, indemnify and hold harmless Licensor for any damage to Licensor's facilities, public right of way or other property made in connection with the Work performed in connection with this Agreement.



10.
AS IS

Licensee acknowledges that it has fully inspected the System and accepts the condition of the System "as is."

11.
ASSIGNMENT AND TRANSFER; TERMINATION UPON DEFAULT

This Agreement and the License granted herein may not be assigned or transferred by Licensee without express written permission of the Licensor. In the event of default by Licensee with regard to any of its obligations hereunder, Licensor, in addition to all rights and remedies available at law or in equity, shall have the right to terminate the License upon ten (10) days' prior written notice. AHM and AHM's contractor's and subcontractor's obligations to indemnify Licensor shall survive the termination of this Agreement and shall continue until the applicable statute of limitation has expired with respect to all claims arising under this Agreement.

12.
INSURANCE AND INDEMNIFICATION

Notwithstanding anything contained in the Agreement, AHM shall indemnify, defend and hold harmless Licensor, its officials, employees, and representatives, including but not limited to reasonable attorney's fees, which Licensor may incur or pay out by reason of any injuries to person or damage to property in connection with, caused by, related to or arising from any acts or omissions of Licensee, or its officers, agents, employees, representatives acts or omissions made in connection with this Agreement or the Project. In no event shall such indemnity apply to the extent of any injuries to person or damage to property resulting from the gross negligence or willful misconduct of Licensor its respective agents, employees, contractors or representatives.

AHM shall procure, and cause its contractors and subcontractors to procure, at their sole cost and expense, during the full term of this License the following insurance requirements for purposes of this License. All insurance required by this License must be maintained during the term of the License. Licensor shall be named as an Additional Insured under all required policies and such insurance must be primary with respect to the Additional Insured to the extent AHM had an obligation to indemnify Licensor with respect to a matter covered by such insurance, in such event vesting with Licensor all rights under the insurance policies that the primary insured has. AHM's liability under this License shall in no way be limited by the limits of the insurance requirements herein.

General Liability Insurance

AHM shall procure and maintain Commercial General Liability Insurance in an amount not less than \$2,000,000.00 Bodily Injury and Property Damage combined single limit. The following specific extensions of coverage must be provided:

1. Comprehensive Form;
2. Contractual Insurance-(Blanket or specific applicable to this agreement);



3. Personal Injury;
4. Broad Form Property Damage;
5. Premises – Operations; and
6. Products Completed- Operations.

AHM understands and agrees that Licensor is not maintaining any insurance or other indemnification instruments protecting Licensee with respect to its actions and use of the premises.

13.
NOTICE

All notices required herein shall be in writing and delivered to either party at the address contained herein by: (a) hand delivery at the aforementioned address; (b) United States Certified Mail - Return Receipt Requested, postage prepaid; or (c) by facsimile immediately followed by a confirmation call. The day upon which such notice is hand delivered, mailed or faxed shall be deemed the date of service of such notice.

To the Licensor: City of Atlanta
 Department of Watershed Management
 55 Trinity Avenue
 Suite 5100
 Atlanta, Georgia 30303
 Attention: Commissioner

Copy to: City Attorney
 68 Mitchell Street
 Suite 4100
 Atlanta, Georgia 30303

To the Licensee: Atlanta Hall Management, Inc.
 233 Peachtree St., NE
 Suite 1400
 Atlanta, Georgia 30303

Copy to: State Properties Commission
 47 Trinity Avenue, Suite G-02
 Atlanta, Georgia 30087
 Attention: Executive Director

14.
RIGHT TO INSPECT AND ENTER

Licensor shall at all times have the right to enter onto the Work areas affecting and or involving the System, its public rights of way and easements for the purpose of operating and maintaining its public facilities located and for the purpose of inspecting the Work to ensure that Licensee's use and activities are consistent with the terms granted herein.



15.

GENERAL PROVISIONS OF THIS AGREEMENT

15.1 The brief, capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.

15.2 No failure of any party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party of the terms and conditions of this Agreement shall constitute a waiver of any party's right to demand exact and strict compliance by the other party hereto with the terms and conditions of the Agreement.

15.3 This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.

15.4 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the Parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

15.5 This Agreement may be executed in two (2) or more counterparts, each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

15.6 The termination of this Agreement shall not operate to cut off any claims or causes of action in favor of Licensor or Licensee that occurred or arose prior to the effective date of such termination.

15.7 Licensee hereby acknowledges that it has not been induced by, nor has it relied on, any representation, statement, or warranty made or given by Licensor including, but not limited to, representations or warranties with respect to title to the System and/or public rights of way or the condition or suitability thereof for Licensee's purpose.

15.8 Each of the undersigned individuals hereby warrants and represents that he or she is duly authorized to execute and deliver this Agreement on behalf of Licensor, Licensee or Licensee's contractor.

15.9 This Agreement supersedes all prior negotiations, discussions, statements and agreements between Licensor, Licensee and Licensee's contractor and constitutes the full, complete and entire agreement between the Parties with respect to the above-described license and Licensee's right of entry thereon for the above-described uses. No modification of or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by Licensor and Licensee.

15.10 Licensee acknowledges and agrees that aspects of the System is a public utility, operated and maintained as secured and confidential facilities, including the nature, composition and location of



the components and facilities that make up the Sewer System, which is expressly exempt from public disclosure. Licensor agrees to maintain all information about the System obtained in performing Work related to the Project confidential and shall not disclose such to a third party without Licensor's express permission.

IN WITNESS WHEREOF, Licensor, Licensee, acting by and through their duly authorized representatives, have caused these presents to be executed all as of the date first written herein.

LICENSOR:

City of Atlanta

By: _____ (SEAL)

Approved as to form:

Name:

Title:

City Attorney

LICENSEE:

ATLANTA HALL MANAGEMENT, INC.

By: _____

Name: *John V. Christie*

Title: *VP + CMO*

Attest:

[Signature] _____ (seal)
Corporate Secretary



Exhibit "D"

RCS# 2701
5/20/13
3:17 PM

Atlanta City Council

CONSENT I

CONSENT AGENDA SECTION I: ALL ITEMS
EXCEPT 13-O-1028 AND 12-O-0375
ADOPT

YEAS: 11
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 4
EXCUSED: 0
ABSENT 1

Y Smith	Y Archibong	Y Moore	Y Bond
NV Hall	B Wan	Y Martin	NV Watson
Y Young	Y Shook	Y Bottoms	NV Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

CONSENT I

+

		05-20-13
ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 13-O-1017	40. 13-R-3127	57. 13-R-3144
2. 13-O-1019	41. 13-R-3128	58. 13-R-3145
3. 13-O-1020	42. 13-R-3129	59. 13-R-3146
4. 13-O-1029	43. 13-R-3130	60. 13-R-3147
5. 13-O-1000	44. 13-R-3131	61. 13-R-3148
6. 13-O-1001	45. 13-R-3132	
7. 13-O-1002	46. 13-R-3133	
8. 13-O-1003	47. 13-R-3134	
9. 13-O-1022	48. 13-R-3135	
10. 13-O-1030	49. 13-R-3136	
11. 13-O-1031	50. 13-R-3137	
12. 13-R-0631	51. 13-R-3138	
13. 13-O-0426	52. 13-R-3139	
14. 13-O-1004	53. 13-R-3140	
15. 13-O-1025	54. 13-R-3141	
16. 13-O-1026	55. 13-R-3142	
17. 13-O-1032	56. 13-R-3143	
18. 13-O-1034		
19. 13-O-1014		
20. 13-O-1015		
21. 13-O-1016		
22. 13-R-3113		
23. 13-R-3114		
24. 13-R-3116		
25. 13-R-3117		
26. 13-R-3118		
27. 13-R-3119		
28. 13-R-3108		
29. 13-R-3107		
30. 13-R-3109		
31. 13-R-3149		
32. 13-R-3112		
33. 13-R-3120		
34. 13-R-3121		
35. 13-R-3122		
36. 13-R-3123		
37. 13-R-3124		
38. 13-R-3125		
39. 13-R-3126		