

AN ORDINANCE BY COUNCILMEMBER KWANZA HALL GRANTING AN OPTION TO INVEST ATLANTA TO SELL THAT REAL PROPERTY CONTAINING THE ATLANTA CIVIC CENTER THROUGH THE EXERCISE OF ITS DEVELOPMENT AUTHORITY POWERS; AND FOR OTHER PURPOSES

Workflow List:

Atlanta City Council	Completed	04/23/2014 7:46 PM
Finance/Executive Committee	Pending	

HISTORY:

04/21/14	Atlanta City Council	REFERRED WITHOUT OBJECTION
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RESULT:	REFERRED WITHOUT OBJECTION	Next: 4/30/2014 1:00 PM
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RESULT:	REFERRED WITHOUT OBJECTION	Next: 4/30/2014 1:00 PM
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Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

LEGISLATION HISTORY – BLUE BACK

CITY COUNCIL
ATLANTA, GEORGIA

14-O-1191

SPONSOR SIGNATURES



Kwanza Hall, Councilmember, District 2

AN ORDINANCE BY COUNCILMEMBER KWANZA HALL GRANTING AN OPTION TO INVEST ATLANTA TO SELL THAT REAL PROPERTY CONTAINING THE ATLANTA CIVIC CENTER THROUGH THE EXERCISE OF ITS DEVELOPMENT AUTHORITY POWERS; AND FOR OTHER PURPOSES

WHEREAS, Article IX, Section VI, Paragraph II of the Georgia Constitution provides that the development of trade, commerce, industry, and employment opportunities is a public purpose vital to the welfare of the people of this state and authorized the General Assembly to create development authorities to promote and further such purposes and authorized the creation authority by any county or municipality or combination thereof under such uniform terms and conditions as it may deem necessary; and

WHEREAS, the purposes of the Development Authorities Law, O.C.G.A § 36-62-1 *et seq*, enacted by the General Assembly, are to develop and promote trade, commerce, industry, and employment opportunities for the public good and the general welfare and to promote the general welfare of the state and the counties and municipalities which such development authorities serve; and

WHEREAS, pursuant to the Development Authorities Law, the Atlanta Development Authority doing business as Invest Atlanta ("Invest Atlanta") was created as the development authority for the City of Atlanta; and

WHEREAS, in order to develop and promote trade, commerce, industry, and employment opportunities for the public good and the general welfare through the redevelopment power granted to Invest Atlanta, the City wishes to overcome certain economic limitations that have previously impeded or prohibited the City from redevelopment of that real property containing the Atlanta Civic Center and certain other structures, (the "Civic Center Property"); and

WHEREAS, Invest Atlanta is authorized to acquire, by purchase, any real or personal property desired to be acquired as part of any project created in furtherance of those public purposes set forth in the Development Authorities Law; and

WHEREAS, in order to utilize its redevelopment powers for the public purposes set forth in the Development Authorities Law with regard to the Civic Center Property, Invest Atlanta must have an interest in such property related to such acquisition sufficient to allow it to develop a Request for Proposals ("RFP") for the sale of the Civic Center Property, publish and evaluate such RFP, create a redevelopment agreement for the purchase that will serve the public interest, execute the redevelopment agreement and convey the Civic Center Property; and

WHEREAS, Invest Atlanta may be authorized by a majority of the members of its board through a duly adopted resolution to create a project involving the acquisition of

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WHEREAS, to further its implementation of the Project, Invest Atlanta may execute its option to acquire the Civic Center Property from the City, issue a RFP for the Civic Center Property, publish and evaluate such RFP, create a redevelopment agreement related to the purchase of the Civic Center

Property and sell the Civic Center Property through exercise of its option for an industrial, commercial, business, office, parking, public, or other use thereof that would further such public purpose of the Development Authorities Law and be in the best interest of the citizens of the City; and

WHEREAS, if an option is granted to Invest Atlanta for a time certain under terms which allow the sale the Civic Center Property to third parties by Invest Atlanta and closing in escrow of one or more subsequent transactions by which any consideration to be given to Invest Atlanta for the purchase of the Civic Center Property will then be paid over to the City as compensation for the transfer of the property interest represented by the option authorized by this ordinance.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ATLANTA GEORGIA HEREBY ORDAINS AS FOLLOWS:

Section 1: Upon Invest Atlanta being authorized by a majority of the members of its board through a duly adopted resolution to create a project involving the acquisition of an option to purchase that real property containing the Atlanta Civic Center and certain other structures, (the "Civic Center Property") from the City for the essential public purpose of the development of trade, commerce, industry, and employment opportunities (the "Project), the Mayor is hereby authorized but not required to enter into an option agreement with Invest Atlanta concerning the Project in the form as substantially set forth in Attachment "A."

Section 2: The option granted to Invest Atlanta by this ordinance shall expire eighteen months after the date of its execution; provided however that the Mayor shall be authorized to extend the option upon the receipt of a satisfactory letter of intent or other such document that evidences that a third party has agreed to close the purchase from Invest Atlanta within a reasonable time and upon the payment of such earnest money that the Mayor may deem necessary under the circumstances.

Section 3: The Mayor is hereby authorized to execute such documents which might be necessary to complete any other transaction contemplated by the option agreement with Invest Atlanta with regard to the transfer of any residual interest of the City in the Civic Center Property to Invest Atlanta, the extension of the option agreement or the receipt of consideration for the transfer of any residual interest of the City to Invest Atlanta.

Section 4: This ordinance shall become effective when approved by the Mayor or as otherwise provided by the City Charter.

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OPTION AGREEMENT FOR THE PURCHASE OF REAL PROPERTY

This Option Agreement ("Agreement") is made and entered into between the City of Atlanta Georgia, a municipal corporation of the State of Georgia ("City") and the Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta").

WHEREAS, City is the owner of certain real property being located at 295 Piedmont Avenue between Pine Street and Ralph McGill Boulevard, a 16-acre site on which the Boisfeuillet Jones Atlanta Civic Center (the "Site" and the "Civic Center," respectively) is located and is currently operated as an enterprise under the authority of the City's Department of Parks and Recreation and such property is more particularly described by Exhibit "A" containing a legal description of the Site; and

WHEREAS, Invest Atlanta is the development authority for the City created under of the Development Authorities Law, O.C.G.A § 36-62-1 *et seq*, and desires to procure an option to purchase the Site for the purposes of implementing a project for an industrial, commercial, business, office, parking, public, or other use, (the "Project") approved by a majority of the members of the authority through a duly adopted resolution, finding that the Project and such use thereof would further the public purpose defined or described in the Development Authorities Law; and

WHEREAS, this Agreement specifically contemplates that Invest Atlanta may exercise the option granted herein by purchasing the Site (inclusive of all buildings and fixtures, (hereinafter the "Site")) and in a simultaneous or nearly simultaneous transaction selling the Site to a third party selected through a process under which that party was chosen by a Request for Proposals issued and evaluated by Invest Atlanta; and

negotiations undertaken by Invest Atlanta so that the Project would further that public purpose defined or described in the Development Authorities Law for which the Project was created;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto and for the mutual covenants contained herein, the City and Invest Atlanta do hereby agree as follows:

1. Definitions: For the purpose of this Agreement such terms as defined above shall maintain their meaning and the following terms shall have the following meanings: A. "*Execution Date*" shall mean the day upon which the Mayor of the City of Atlanta shall sign this Agreement after it has been

executed by Invest Atlanta.

B. *"Option Term"* shall mean a period of eighteen months which shall begin as of the Execution Date counting the month in which the Execution Date occurs as the Month One and ending on the same day of Month Eighteen (the eighteenth month following Month One).

C. *Extended Term"* shall mean a period when the rights under this Agreement may be exercised by Invest Atlanta after the expiration of the Option Term provided however that such Extended Term shall only come into being ""with the consent of the City during the Option Term after receipt of a Letter of Intent ("LOI") or similar document indicating that the Exercise Date (as defined herein below) shall occur within ninety days from the end of the Option Term.

Term has agreed upon with a third party purchaser.

E. *"Closing Term"* shall mean that range of actual calendar dates not to exceed ninety days in length when a third party purchaser has agreed to complete the purchase the Site and execute, contemporaneously with the execution of the purchase documents, a redevelopment agreement committing to the construction of the Project to further a public purpose defined or described in the Development Authorities Law.

F. *"Closing Date"* shall mean that day during the Closing Term when Invest

Atlanta shall complete its purchase of the Site from the City and when a third party purchaser shall simultaneously or nearly simultaneous complete the purchase the Site and execute, contemporaneously with the execution of the purchase documents, a redevelopment agreement committing to the construction of the Project to further a public purpose defined or described in the Development Authorities Law.

G. *Closing Documents* means those documents which shall demonstrate the

Purchase Price in cash is at fair market value as determined by an appraisal or as a calculation

which meets the appraisal value through a consideration of the best economic value to the City considering the cash price in combination with the expected property tax digest value and sales tax projections based on the use which are to be constructed as agreed to in the redevelopment agreement.

Invest Atlanta as consideration for the grant of the option made by this Agreement.

1. *"Redevelopment Agreement"* shall mean that contract which Invest Atlanta shall enter into with a third party through negotiations undertaken in response to the Request for Proposals ("RFP") and which shall commit the third party to construct the Project so as to further that public purpose defined or described in the Development Authorities Law after Invest Atlanta shall sell the Site to such third party. Attached hereto is a general scope of the range of projects to be described in the RFP

2. Grant of Option: For and in consideration of the Option Fee, the City does hereby grant to Invest Atlanta the exclusive right and Option to purchase the Site upon the terms and conditions set forth herein.

3. Payment of the Option Fee: After its execution of this Agreement, Invest Atlanta does agree to pay the Option Fee to the City on the Execution Date.

4. Exercise of the Option: Invest Atlanta may exercise its exclusive right to purchase the Site pursuant to the Option at any time during the Option Term or the Extended Term by giving written notice to the City. The written notice to the City shall be sent to:

John Lavelle, Director
City of Atlanta Office of Enterprise Assets Management
55 Trinity Avenue, Suite 1300
Atlanta, Georgia 30303

5. Expiration of the Option: In the event that Invest Atlanta does not exercise the exclusive right and Option to purchase the Site within the Option Term or the Extended Term, if in effect, the City shall be entitled to retain the Option Fee and this Agreement shall be absolutely null and void. The City shall have no liability or obligation for the failure of Invest Atlanta to have allowed the Option to expire.

6. Contract for Purchase and Sale of the Site: In the event that Invest Atlanta exercises its exclusive right and Option to purchase the Site, Invest Atlanta agrees to purchase the Site in accordance with the following terms and conditions:

A. *Purchase Price:* The purchase price of the Site shall be for fair market

value which may be either a price determined by an appraisal of the Site or a calculation which meets the appraisal through a consideration of the best economic value to the City considering the cash price in combination with the expected property tax digest value and sales tax projections based on the use which are to be constructed as agreed to in the redevelopment agreement.

B. *Closing Date:* The *Closing Date* shall be any date during the *Closing Term*.

C. *Closing Documents:* Invest Atlanta agrees to provide Closing Documents to the City at least ten (10) days prior to the Closing Date which shall demonstrate the Purchase Price is at fair market value. An executed copy of the Redevelopment Agreement shall be provided no later than the Closing Date but the City shall not have the right to sell the Site based on any term of the Redevelopment Agreement.

D. *Closing Costs:* The cost of closing the purchase transaction shall be borne by Invest Atlanta.

E. *Default by Invest Atlanta:* Should Invest Atlanta fail to close the purchase transaction by the end of the Closing Term, this Agreement shall be absolutely null and void.

end of the Closing Term, this Agreement shall be absolutely null and void.

G. *Option to Close in Escrow:* The City and Invest Atlanta may agree to close the purchase of the Site in advance of the Closing Date and place the Title to the Site in the custody of an escrow agent chosen by City after the execution of escrow agreements containing such terms and conditions as deemed necessary by the City. The escrow agreement shall specifically include a term which provides that the City shall receive any earnest money paid to Invest Atlanta by a third party to induce Invest Atlanta to request that the City agree to close the purchase in escrow.

7. *No Third Party Beneficiaries:* This Agreement shall allocate only the rights and responsibilities agreed to between the City and Invest Atlanta and no term

herein shall be construed to set forth any benefit to any third party which can be enforced against the City or invest Atlanta.

8. *Title:* Invest Atlanta understands and agrees that the Title to the Site which it shall obtain from the City shall be by quit claim deed. The City agrees to take no action during the Option Term or the Extended Term, if in effect, which shall place any new encumbrance on the Site.

9. *Authority of City:* The authority of the City to enter into this Agreement shall be based on the Development Authorities Law, O.C.G.A § 36-62-1 *et seq*, and the authorizing ordinance adopted by the City Council and approved by the Mayor.

10. *Condition of Site:* Invest Atlanta understands and agrees that the Site is being sold "as is" and "where is" and that the City makes no representation about the

condition of the Site including without limitation, environmental, drainage or flooding

particular use including any use that Invest Atlanta may include in any Redevelopment

Agreement that it may enter into with third parties.

11. *Right of Entry:* During the Option Term or the Extended Term, if in effect, Invest

Atlanta may enter the Site for the purpose of inspection or minimally invasive sampling. Access to the Site shall be arranged during normal business hours of the City or otherwise by appointment by contacting the person designated as the person to receive notice of the Exercise of the Option.

12. Successors and Assigns:

if in the event a successor entity becomes the development authority for the City, this Agreement may at the option of the City be transferred to such successor. This Agreement may not be assigned by Invest Atlanta.

13. Governing Law: This Agreement shall be governed by the laws of the State of Georgia.

14. Entire Agreement: This Agreement contains all of the terms agreed upon by the City and Invest Atlanta with respect to the Option and all other matters contained herein. This Agreement may be modified by consent of the City and Invest Atlanta thin the limits of the authority granted to the City by its governing authority and to Invest Atlanta by its board of directors.

SIGNED ON FOLLOWING PAGE

INVEST ATIANATA

ATTEST: _____ Secretary

By: _____ President

CITY OF ATIANATA

Municipal Clerk (Seal)

By: _____
Kasim Reed, Mayor

Date of Execution_____

APPROVED AS TO FORM

City Attorney

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AN ORDINANCE BY

KWANZA HALL

AN ORDINANCE GRANTING AN OPTION TO INVEST ATLANTA TO SELL THAT REAL PROPERTY CONTAINING THE ATLANTA CIVIC CENTER THROUGH THE EXERCISE OF ITS DEVELOPMENT AUTHORITY POWERS; AND FOR OTHER PURPOSES

WHEREAS, Article IX, Section VI, Paragraph II of the Georgia Constitution provides that the development of trade, commerce, industry, and employment opportunities is a public purpose vital to the welfare of the people of this state and authorized the General Assembly to create development authorities to promote and further such purposes and authorized the creation authority by any county or municipality or combination thereof under such uniform terms and conditions as it may deem necessary; and

WHEREAS, the purposes of the Development Authorities Law, O.C.G.A § 36-62-1 *et seq*, enacted by the General Assembly, are to develop and promote trade, commerce, industry, and employment opportunities for the public good and the general welfare and to promote the general welfare of the state and the counties and municipalities which such development authorities serve; and

WHEREAS, pursuant to the Development Authorities Law, the Atlanta Development Authority doing business as Invest Atlanta (“Invest Atlanta”) was created as the development authority for the City of Atlanta; and

WHEREAS, in order to develop and promote trade, commerce, industry, and employment opportunities for the public good and the general welfare through the redevelopment power granted to Invest Atlanta, the City wishes to overcome certain economic limitations that have previously impeded or prohibited the City from redevelopment of that real property containing the Atlanta Civic Center and certain other structures, (the “Civic Center Property”); and

WHEREAS, Invest Atlanta is authorized to acquire, by purchase, any real or personal property desired to be acquired as part of any project created in furtherance of those public purposes set forth in the Development Authorities Law; and

WHEREAS, in order to utilize its redevelopment powers for the public purposes set forth in the Development Authorities Law with regard to the Civic Center Property, Invest Atlanta must have an interest in such property related to such acquisition sufficient to allow it to develop a Request for Proposals (“RFP”) for the sale of the Civic Center Property, publish and evaluate such RFP, create a redevelopment agreement for the purchase that will serve the public interest, execute the redevelopment agreement and convey the Civic Center Property; and

WHEREAS, Invest Atlanta may be authorized by a majority of the members of its board through a duly adopted resolution to create a project involving the acquisition of

an option to purchase the Civic Center Property from the City for the essential public purpose of the development of trade, commerce, industry, and employment opportunities (the "Project"); and

WHEREAS, to further its implementation of the Project, Invest Atlanta may execute its option to acquire the Civic Center Property from the City, issue a RFP for the Civic Center Property, publish and evaluate such RFP, create a redevelopment agreement related to the purchase of the Civic Center Property and sell the Civic Center Property through exercise of its option for an industrial, commercial, business, office, parking, public, or other use thereof that would further such public purpose of the Development Authorities Law and be in the best interest of the citizens of the City; and

WHEREAS, if an option is granted to Invest Atlanta for a time certain under terms which allow the sale the Civic Center Property to third parties by Invest Atlanta and closing in escrow of one or more subsequent transactions by which any consideration to be given to Invest Atlanta for the purchase of the Civic Center Property will then be paid over to the City as compensation for the transfer of the property interest represented by the option authorized by this ordinance.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ATLANTA GEORGIA HEREBY ORDAINS AS FOLLOWS:

Section 1: Upon Invest Atlanta being authorized by a majority of the members of its board through a duly adopted resolution to create a project involving the acquisition of an option to purchase that real property containing the Atlanta Civic Center and certain other structures, (the "Civic Center Property") from the City for the essential public purpose of the development of trade, commerce, industry, and employment opportunities (the "Project), the Mayor is hereby authorized but not required to enter into an option agreement with InvestAtlanta concerning the Project in the form as substantially set forth in Attachment "A."

Section 2: The option granted to Invest Atlanta by this ordinance shall expire eighteen months after the date of its execution; provided however that the Mayor shall be authorized to extend the option upon the receipt of a satisfactory letter of intent or other such document that evidences that a third party has agreed to close the purchase from Invest Atlanta within a reasonable time and upon the payment of such earnest money that the Mayor may deem necessary under the circumstances.

Section 3: The Mayor is hereby authorized to execute such documents which might be necessary to complete any other transaction contemplated by the option agreement with Invest Atlanta with regard to the transfer of any residual interest of the City in the Civic Center Property to Invest Atlanta, the extension of the option agreement or the receipt of consideration for the transfer of any residual interest of the City to Invest Atlanta.

Section 4: This ordinance shall become effective when approved by the Mayor or as otherwise provided by the City Charter.

OPTION AGREEMENT FOR THE PURCHASE OF REAL PROPERTY

This Option Agreement (“Agreement”) is made and entered into between the City of Atlanta Georgia, a municipal corporation of the State of Georgia (“City”) and the Atlanta Development Authority d/b/a Invest Atlanta (“Invest Atlanta”).

WHEREAS, City is the owner of certain real property being located at 295 Piedmont Avenue between Pine Street and Ralph McGill Boulevard, a 16-acre site on which the Boisfeuillet Jones Atlanta Civic Center (the “Site” and the “Civic Center,” respectively) is located and is currently operated as an enterprise under the authority of the City’s Department of Parks and Recreation and such property is more particularly described by Exhibit “A” containing a legal description of the Site; and

WHEREAS, Invest Atlanta is the development authority for the City created under of the Development Authorities Law, O.C.G.A § 36-62-1 *et seq*, and desires to procure an option to purchase the Site for the purposes of implementing a project for an industrial, commercial, business, office, parking, public, or other use, (the “Project”) approved by a majority of the members of the authority through a duly adopted resolution, finding that the Project and such use thereof would further the public purpose defined or described in the Development Authorities Law; and

WHEREAS, this Agreement specifically contemplates that Invest Atlanta may exercise the option granted herein by purchasing the Site (inclusive of all buildings and fixtures, (hereinafter the “Site”)) and in a simultaneous or nearly simultaneous transaction selling the Site to a third party selected through a process under which that party was chosen by a Request for Proposals issued and evaluated by Invest Atlanta; and

WHEREAS, the selection process shall include a commitment by the purchaser from Invest Atlanta to be bound by a redevelopment agreement entered into through negotiations undertaken by Invest Atlanta so that the Project would further that public purpose defined or described in the Development Authorities Law for which the Project was created;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto and for the mutual covenants contained herein, the City and Invest Atlanta do hereby agree as follows:

1. **Definitions:** For the purpose of this Agreement such terms as defined above shall maintain their meaning and the following terms shall have the following meanings:
 - A. “*Execution Date*” shall mean the day upon which the Mayor of the City of Atlanta shall sign this Agreement after it has been executed by Invest Atlanta.
 - B. “*Option Term*” shall mean a period of eighteen months which shall begin as of the Execution Date counting the month in which the Execution Date occurs as the Month One and ending on the same day of Month Eighteen (the eighteenth month following Month One).
 - C. “*Extended Term*” shall mean a period when the rights under this Agreement may be exercised by Invest Atlanta after the expiration of the Option Term provided however that such Extended Term shall only come into being with the consent of the City during the Option Term after receipt of a Letter of Intent (“LOI”) or similar document indicating that the Exercise Date (as defined hereinbelow) shall occur within ninety days from the end of the Option Term.

D. “*Exercise Date*” shall mean that date during the Option Term or the Extended Term when Invest Atlanta shall give notice to the City that the Closing Term has agreed upon with a third party purchaser.

E. “*Closing Term*” shall mean that range of actual calendar dates not to exceed ninety days in length when a third party purchaser has agreed to complete the purchase the Site and execute, contemporaneously with the execution of the purchase documents, a redevelopment agreement committing to the construction of the Project to further a public purpose defined or described in the Development Authorities Law.

F. “*Closing Date*” shall mean that day during the Closing Term when Invest Atlanta shall complete its purchase of the Site from the City and when a third party purchaser shall simultaneously or nearly simultaneous complete the purchase the Site and execute, contemporaneously with the execution of the purchase documents, a redevelopment agreement committing to the construction of the Project to further a public purpose defined or described in the Development Authorities Law.

G. *Closing Documents* means those documents which shall demonstrate the Purchase Price in cash is at fair market value as determined by an appraisal or as a calculation which meets the appraisal value through a consideration of the best economic value to the City considering the cash price in combination with the expected property tax digest value and sales tax projections based on the use which are to be constructed as agreed to in the redevelopment agreement.

H. “*Option Fee*” shall mean ten dollars (\$10.00) paid in hand to the City from Invest Atlanta as consideration for the grant of the option made by this Agreement.

I. “*Redevelopment Agreement*” shall mean that contract which Invest Atlanta shall enter into with a third party through negotiations undertaken in response to the Request for Proposals (“RFP”) and which shall commit the third party to construct the Project so as to further that public purpose defined or described in the Development Authorities Law after Invest Atlanta shall sell the Site to such third party. Attached hereto is a general scope of the range of projects to be described in the RFP

2. Grant of Option: For and in consideration of the Option Fee, the City does hereby grant to Invest Atlanta the exclusive right and Option to purchase the Site upon the terms and conditions set forth herein.

3. Payment of the Option Fee: After its execution of this Agreement, Invest Atlanta does agree to pay the Option Fee to the City on the Execution Date.

4. Exercise of the Option: Invest Atlanta may exercise its exclusive right to purchase the Site pursuant to the Option at any time during the Option Term or the Extended Term by giving written notice to the City. The written notice to the City shall be sent to:

John Lavelle, Director
City of Atlanta Office of Enterprise Assets Management
55 Trinity Avenue, Suite 1300
Atlanta, Georgia 30303

5. Expiration of the Option: In the event that Invest Atlanta does not exercise the exclusive right and Option to purchase the Site within the Option Term or the

Extended Term, if in effect, the City shall be entitled to retain the Option Fee and this Agreement shall be absolutely null and void. The City shall have no liability or obligation for the failure of Invest Atlanta to have allowed the Option to expire.

6. Contract for Purchase and Sale of the Site: In the event that Invest Atlanta exercises its exclusive right and Option to purchase the Site, Invest Atlanta agrees to purchase the Site in accordance with the following terms and conditions:

- A. *Purchase Price:* The purchase price of the Site shall be for fair market value which may be either a price determined by an appraisal of the Site or a calculation which meets the appraisal through a consideration of the best economic value to the City considering the cash price in combination with the expected property tax digest value and sales tax projections based on the use which are to be constructed as agreed to in the redevelopment agreement.
- B. *Closing Date:* The *Closing Date* shall be any date during the *Closing Term*.
- C. *Closing Documents:* Invest Atlanta agrees to provide Closing Documents to the City at least ten (10) days prior to the Closing Date which shall demonstrate the Purchase Price is at fair market value. An executed copy of the Redevelopment Agreement shall be provided no later than the Closing Date but the City shall not have the right to sell the Site based on any term of the Redevelopment Agreement.
- D. *Closing Costs:* The cost of closing the purchase transaction shall be borne by Invest Atlanta.
- E. *Default by Invest Atlanta:* Should Invest Atlanta fail to close the purchase transaction by the end of the Closing Term, this Agreement shall be absolutely null and void.

F. *Default by City:* Should City fail to close the purchase transaction by the end of the Closing Term, this Agreement shall be absolutely null and void.

G. *Option to Close in Escrow:* The City and Invest Atlanta may agree to close the purchase of the Site in advance of the Closing Date and place the Title to the Site in the custody of an escrow agent chosen by City after the execution of escrow agreements containing such terms and conditions as deemed necessary by the City. The escrow agreement shall specifically include a term which provides that the City shall receive any earnest money paid to Invest Atlanta by a third party to induce Invest Atlanta to request that the City agree to close the purchase in escrow.

7. **No Third Party Beneficiaries:** This Agreement shall allocate only the rights and responsibilities agreed to between the City and Invest Atlanta and no term herein shall be construed to set forth any benefit to any third party which can be enforced against the City or invest Atlanta.

8. **Title:** Invest Atlanta understands and agrees that the Title to the Site which it shall obtain from the City shall be by quit claim deed. The City agrees to take no action during the Option Term or the Extended Term, if in effect, which shall place any new encumbrance on the Site.

9. **Authority of City:** The authority of the City to enter into this Agreement shall be based on the Development Authorities Law, O.C.G.A § 36-62-1 *et seq*, and the authorizing ordinance adopted by the City Council and approved by the Mayor.

10. **Condition of Site:** Invest Atlanta understands and agrees that the Site is being sold “as is” and “where is” and that the City makes no representation about the condition of the Site including without limitation, environmental, drainage or flooding

issues. The City makes no representation concerning the suitability of the Site for any particular use including any use that Invest Atlanta may include in any Redevelopment Agreement that it may enter into with third parties.

11. Right of Entry: During the Option Term or the Extended Term, if in effect, Invest Atlanta may enter the Site for the purpose of inspection or minimally invasive sampling. Access to the Site shall be arranged during normal business hours of the City or otherwise by appointment by contacting the person designated as the person to receive notice of the Exercise of the Option.

12. Successors and Assigns: If in the event a successor entity becomes the development authority for the City, this Agreement may at the option of the City be transferred to such successor. This Agreement may not be assigned by Invest Atlanta.

13. Governing Law: This Agreement shall be governed by the laws of the State of Georgia.

14. Entire Agreement: This Agreement contains all of the terms agreed upon by the City and Invest Atlanta with respect to the Option and all other matters contained herein. This Agreement may be modified by consent of the City and Invest Atlanta within the limits of the authority granted to the City by its governing authority and to Invest Atlanta by its board of directors.

SIGNED ON FOLLOWING PAGE

INVEST ATLANTA

ATTEST: _____
Secretary

By: _____
President

CITY OF ATLANTA

Municipal Clerk (Seal)

By: _____
Kasim Reed, Mayor

Date of Execution _____

APPROVED AS TO FORM

City Attorney