

AN ORDINANCE  
BY



AN ORDINANCE AUTHORIZING THE CHIEF PROCUREMENT OFFICER, OR HIS DESIGNEE, TO CONDUCT DUE DILIGENCE AND CONNECTION WITH THE PURCHASE OF REAL PROPERTY FOR RIGHT-OF-WAY PURPOSES AT THE INTERSECTION OF MITCHELL STREET AND NORTHSIDE DRIVE; AUTHORIZING THE CHIEF PROCUREMENT OFFICER, OR HIS DESIGNEE, TO ACCEPT THE OPTION AGREEMENT AND EXERCISE THE OPTION TO PURCHASE SUCH REAL PROPERTY FROM FRIENDSHIP TOWER, INC. FOR THE NEGOTIATED PURCHASE PRICE OF FOURTEEN THOUSAND TWO HUNDRED AND NO/100THS DOLLARS (\$14,200.00), SUCH PURCHASE PRICE AND CLOSING COSTS TO BE PAID FROM ACCOUNTS LISTED HEREIN; AUTHORIZING THE CHIEF PROCUREMENT OFFICER, OR HIS DESIGNEE, TO EXECUTE ALL NECESSARY INSTRUMENTS TO EFFECTUATE SUCH PURCHASE; WAIVING CERTAIN PROVISIONS OF THE REAL ESTATE AND PROCUREMENT CODE OF THE CITY OF ATLANTA CODE OF ORDINANCES; AND FOR OTHER PURPOSES.

**WHEREAS**, the Commissioner of the Department of Public Works has determined that it is necessary and in the best interests of the public for the City of Atlanta ("**City**") to install traffic signal equipment at the intersection of Mitchell Street and Northside Drive (the "**Project**"); and

**WHEREAS**, the Commissioner of the Department of Public Works has consulted with the Chief Procurement Officer and has determined that to implement the Project, it is necessary for the City to acquire as right-of-way certain real property at the intersection of Mitchell Street and Northside Drive, consisting of approximately 330 square feet (the "**Property**"), as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference; and

**WHEREAS**, the Property is currently owned by Friendship Tower, Inc. ("**Friendship**") as part of the property known as Friendship Baptist Church; and

**WHEREAS**, O.C.G.A. § 32-3-1 authorizes a municipality to acquire real property for present or future public road or other transportation purposes, and O.C.G.A. § 32-3-3 authorizes a municipality to acquire such real property from a private entity, so long as the property or interests are adequate for public road purposes and serve the best interests of the public, and provided, further, that the agency, county, or municipality receives a warranty deed; and

**WHEREAS**, the Commissioner of the Department of Public Works has determined that the Property is adequate for the public road purpose of the Project and will serve the best interests of the public; and

**WHEREAS**, Friendship Center has agreed to execute an option agreement ("**Option Agreement**") in favor of the City, granting the City an exclusive right and option to purchase the Property (the "**Option**") for the negotiated purchase price of Fourteen Thousand Two Hundred Dollars and No/100ths (\$14,200.00), exercisable at any time within one hundred twenty (120) days from the execution of the Option Agreement (the "**Option Term**"); and

**WHEREAS**, pursuant to the Option Agreement, the City has the right to inspect the Property and conduct necessary due diligence during the Option Term; and

**WHEREAS**, pursuant to the Option Agreement, if the City accepts the Option, the City will pay one half of the fees of the settlement agent and customary costs of closing the purchase of the Property; and

**WHEREAS**, due to the fact that Friendship Center has agreed to grant the Option, the City does not currently contemplate the need to exercise the power of condemnation, such that Section 2-1541(b)(3) of the Procurement and Real Estate Code of the City of Atlanta Code of Ordinances (requiring the authorizing legislation to include authorization for condemnation proceedings where negotiations are unsuccessful) may be waived at this time; and

**WHEREAS**, to allow the City to complete the Project in a timely manner, Section 2-1541(d) of the Procurement and Real Estate Code of the City of Atlanta Code of Ordinances (requiring further authorization by City Council for acceptance and exercise of an option to purchase real property after due diligence) should be waived.

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

**SECTION 1:** That the Chief Procurement Officer or his designee is authorized to conduct all necessary due diligence as to the Property, which may include, but not be limited to, obtaining title reports, appraisal reports, land surveys, and environmental reports, and inspecting the Property and reviewing documents related to the Property.

**SECTION 2:** That to allow the City to complete the Project in a timely manner, and because Friendship Center has already agreed to grant the Option, the requirements of the following sections of the Procurement and Real Estate Code of the City of Atlanta Code of Ordinances are hereby waived for purposes of this ordinance only: Section 2-1541(b)(3) (requiring the authorizing legislation to authorize condemnation proceedings where negotiations are unsuccessful); and Section 2-1541(d) (requiring further authorization by City Council to accept and exercise an option to purchase real property).

**SECTION 3:** That the Chief Procurement Officer or his designee is authorized to accept the Option Agreement from Friendship Center and, upon determining that the Property is suitable after completion of due diligence, to exercise the Option to acquire the Property for the purchase price of Fourteen Thousand Two Hundred Dollars and No/100ths (\$14,200.00), which funds are hereby appropriated for such purchase.

**SECTION 4:** That the Chief Procurement Officer or his designee is authorized to enter into and execute such agreements and other instruments necessary to facilitate the purchase of the Property and the closing transaction.

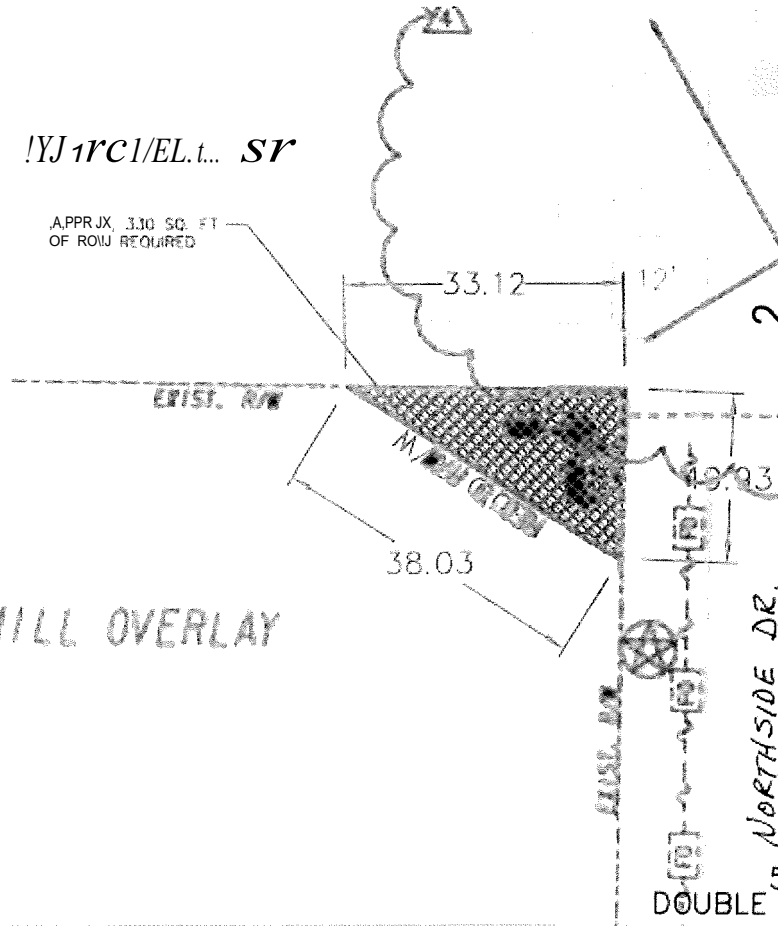
**SECTION 5:** That the City Attorney or her designee is authorized to take all necessary action to close the transaction, record the deed, verify title, subject to utility easements of record, and have a policy of title insurance issued in favor of the City.

**SECTION 6:** That the purchase price for the Property and the costs of closing chargeable to the City will be charged to and paid from Fund 1001 (General Fund), Department 130306 (DPW Roadways & Walkways -North Ave.), Account 5212001 (Consulting/Professional Services), Function Activity 4220000 (Roadways & Walkways).

Exhibit "A"

!YJ1RC1/EL.t... SR

APPRX. 330 SQ. FT  
OF ROW REQUIRED



ANS FOR MILL OVERLAY  
DRIVE.

## OPTION TO PURCHASE REAL ESTATE

GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt and sufficiency whereof are hereby acknowledged, FRIENDSHIP TOWER, INC., a Georgia non-profit corporation ("**Seller**") hereby grants to the CITY OF ATLANTA, a municipality organized under the laws of the State of Georgia ("**Purchaser**") an exclusive and irrevocable option (the "**Option**") to purchase the following described real estate and any improvements thereon:

ALL THAT TRACT and parcel of land lying and being in Land Lot 84 of the 14th District, Fulton County, Georgia, and being more specifically described in that Exhibit "A" attached to and made a part hereof (the "**Property**")

for the sum of: \$ **14,200.00 (FOURTEEN THOUSAND TWO HUNDRED & NO DOLLARS)** ("**Purchase Price**").

The following terms and conditions are imposed upon the grant of this Option:

- (1) This Option is for a period of 120 days commencing on the date hereof and expiring at 5:00p.m. (EST) on \_\_\_\_\_ (the "**Term**"). This Option may be exercised by Purchaser at any time within the Term by giving written notice to Seller. **If** not exercised within the Term, the Option will automatically terminate and be of no further force or effect.
- (2) In the event Purchaser exercises the Option, this Option will ripen into a contract for purchase and sale upon the terms and conditions herein, without the necessity for any further writing between the parties. In such event, the parties shall close said transaction (the "**Closing**") within one hundred twenty (120) days of Seller's receipt of Purchaser's written election to exercise the Option.
- (3) Seller represents, warrants, and covenants that (i) Seller is the sole fee simple owner of the Property; (ii) Seller has full power and authority to grant this Option to Purchaser; (iii) the individual signing this Option on behalf of Seller is duly authorized to execute this Option; and (iv) at Closing, Seller will convey good and marketable fee simple title to the Property to Purchaser without lien, encumbrance, claim, or interest of any third party of any nature, pending approval



Atlanta, Georgia 30303

- (8) All amendments and supplements to this Option must be in writing and executed by the party to be charged. This Option contains the entire agreement and understanding between Purchaser and Seller concerning the subject matter hereof and supersedes all prior agreements, terms, understandings, conditions, representations and warranties, whether written or oral. This Option shall be governed by and interpreted in accordance with the laws of the State of Georgia. If any provision of this Option shall be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Option shall not be affected thereby. Time is of the essence of this Option. No waiver by Purchaser or Seller of any of the terms or conditions of this Option or any of their respective rights under this Option shall be effective unless such waiver is in writing and signed by the party charged with the waiver. This Option may be executed and delivered by electronic transmission, the parties intending that electronically transmitted signatures constitute original signatures and that an electronically transmitted or manually executed counterpart of this Option containing signatures (manually executed or electronically transmitted) of a party shall be binding upon that party. This Option is binding upon Seller and Seller's personal representatives, successors and assigns.
- (9) Exhibit "A" attached hereto is incorporated herein by this reference and made a part hereof.

IN WITNESS WHEREOF, Seller has hereunto set its hand and seal on this 17 day of July, 2016.

FRIENDSIITP TOWER, INC.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

By   
Name: Hiwk  
Title: CEO

\_\_\_\_\_  
Notary Public  
[NOTARY SEAL]

# EXHIBIT A

*!Yltrcl(cL.L sr.*

APPROX. .330 SO. FT.  
OF ROW REQUIRED

**38.0**\_\_\_\_\_

**FOR III LL OVERLAY  
DRIVE.**



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Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

**Caption:**

AN ORDINANCE AUTHORIZING THE CHIEF PROCUREMENT OFFICER, OR HIS DESIGNEE, TO CONDUCT DUE DILIGENCE IN CONNECTION WITH THE PURCHASE OF REAL PROPERTY FOR RIGHT-OF-WAY PURPOSES AT THE INTERSECTION OF MITCHELL STREET AND NORTHSIDE DRIVE; AUTHORIZING THE CHIEF PROCUREMENT OFFICER, OR IDS DESIGNEE, TO ACCEPT THE OPTION AGREEMENT AND EXERCISE THE OPTION TO PURCHASE SUCH REAL PROPERTY FROM FRIENDSHIP TOWER, INC. FOR THE NEGOTIATED PURCHASE PRICE OF FOURTEEN THOUSAND TWO HUNDRED AND NO/100THS DOLLARS (\$14,200.00), SUCH PURCHASE PRICE AND CLOSING COSTS TO BE PAID FROM ACCOUNTS LISTED HEREIN; AUTHORIZING THE CIDEF PROCUREMENT OFFICER, OR IDS DESIGNEE, TO EXECUTE ALL NECESSARY INSTRUMENTS TO EFFECTUATE SUCH PURCHASE; WANING CERTAIN PROVISIONS OF THE REAL ESTATE AND PROCUREMENT CODE OF THE CITY OF ATLANTA CODE OF ORDINANCES; AND FOR OTHER PURPOSES.

Committee of Purview: Utilities

Committee Meeting Date: January 27, 2016

Council Meeting Date: February 1, 2016

Requesting Dept.: Department of Public Works

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

The purpose of this legislation is to purchase right of way for the purpose of installing traffic signal equipment at the corner of Mitchell Street and Northside Drive.

2. Please provide background information regarding this legislation.

The City of Atlanta would like to have a decorative traffic signal (mast arm) installed at this location.

3. If Applicable/Known:

- (a) Contract Type:
- (b) Source Selection:
- (c) Bids/Proposals Due:
- (d) Invitations Issued:
- (e) Number of Bids:
- (f) Proposals Received:
- (g) Bidders/Proponents:
- (h) Term of Contract:

4. Fund Department Account Center:

5. Source of Funds: 1001 (General Fund), Department 130306 (DPW Roadways & Walkways North Ave.), Account 5212001 (Consulting/Professional Services), Function Activity 4220000 (Roadways & Walkways).

6. Fiscal Impact:

7. Method of Cost Recovery:

This Legislative Request Form Was Prepared By: Shelley Peart

15-0

First Reading

FINAL COUNCIL ACTION  
02nd  1st&2nd  03rd  
Readings  
D Consent  ovvote  DRC Vote

AN ORDINANCE CHIEF  
PROCUREMENT OFFICER OR HIS DESIGNEE, TO  
CONDUCT DUE DILIGENCE IN CONNECTION  
WITH THE PURCHASE OF REAL PROPERTY FOR  
RIGHT-OF-WAY PURPOSES AT THE  
INTERSECTION OF MITCHELL STREET AND  
NORTHSIDE DRIVE; AUTHORIZING THE CHIEF  
PROCUREMENT OFFICER, OR HIS DESIGNEE, TO  
ACCEPT THE OPTION AGREEMENT AND  
EXERCISE THE OPTION TO PURCHASE SUCH  
REAL PROPERTY FROM FRIENDSHIP TOWER,  
INC. FOR THE NEGOTIATED PURCHASE PRICE OF  
FOURTEEN THOUSAND TWO HUNDRED AND  
NO/100THS DOLLARS (\$14,200.00), SUCH  
PURCHASE PRICE AND CLOSING COSTS TO BE  
PAID FROM ACCOUNTS LISTED HEREIN;  
AUTHORIZING THE CHIEF PROCUREMENT  
OFFICER, OR HIS DESIGNEE, TO EXECUTE ALL  
NECESSARY INSTRUMENTS TO EFFECTUATE  
SUCH PURCHASE; WAIVING CERTAIN  
PROVISIONS OF THE REAL ESTATE AND  
PROCUREMENT CODE OF THE CITY OF  
ATLANTA CODE OF ORDINANCES; AND FOR  
OTHER PURPOSES.

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Referred To \_\_\_\_\_

Committee \_\_\_\_\_ Committee \_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_  
Chair \_\_\_\_\_ Chair \_\_\_\_\_  
Action \_\_\_\_\_ Action \_\_\_\_\_  
Fav, Adv, Hold (see rev. side) Fav, Adv, Hold (see rev. side)  
Other \_\_\_\_\_ Other \_\_\_\_\_  
Members \_\_\_\_\_ Members \_\_\_\_\_

CERTIFIED

Refer To \_\_\_\_\_  
Refer To \_\_\_\_\_

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

Date Referred: 1/13/14

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

Referred To: \_\_\_\_\_

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

Referred To: \_\_\_\_\_

PERSONAL PAPER REFERENCE

Referred To: =tfnt:tnCCJG.!cc

Refer To \_\_\_\_\_

Refer To \_\_\_\_\_

MAYOR'S ACTION