

# ***McPherson Implementing Local Redevelopment Authority***

Board of Directors Meeting

February 16, 2010, 2010

Minutes

A meeting of the McPherson Implementing Local Redevelopment Authority (MILRA) was held on Tuesday, February 16, 2010, at the Center for Disease Control, 1600 Clifton Road NE, Atlanta, Georgia 30329.

## **Board Members:**

Felker Ward, Jr., Chairman  
Joseph Macon  
Peggy McCormick  
Kenneth DeLeon  
Ayesha Khanna  
Tim Lowe, III  
Richard Holmes  
David Todd

## **Ex-Officio Members:**

Councilmember Joyce Sheperd, City of Atlanta  
Erroll B. Davis, Chancellor of the University System of Georgia

## **Staff, Legal Counsel and Others:**

Jack Sprott, MILRA  
Sandra Tennyson, MILRA  
General Phil Browning, U.S. Army Retired  
Frank Barton, DOD/OEA  
Peter J. Andrews, Deputy City Attorney of Atlanta  
Michelynn G. Carellas, US Army, BRAC Coordinator  
Ken Neighbors, Greenberg Traurig, LLP

## **Guests**

Deborah Scott, Georgia Stand-Up  
Tom Williams, PBS&J  
Annalise Fonza, Councilmember Joyce Sheperd's Office  
Charnette Trimble, MACC  
Holly Avey, GSU  
Starlyn Baxter, Assoc. Credit Union  
John Lang, City of Atlanta  
Philip Schaeffing, City of Atlanta  
Linwood Robinson, United Consulting  
Ken Bleakly, Bleakly Advisory Group  
Ron Dickerson, Smith Carter

Benny Brooks, CDC  
Dave Crass, GA, DNR  
Georgia Moore, CDC/OSTLTS  
Jamie Rayman, CDC/NCEH  
Connie Johnson, MARTA  
Tameka Wimberly, MARTA  
Iris Hudson, CDC/DNPAO  
Alleean Brown, GA Stand-Up  
Pete Haylby, CDC  
Tony Pickett, Metro Center  
Arianna Sikes, Council District 4  
Kathy Skipper, CDC  
Monte Wilson, HOK  
Herman Howard, HOK  
Jimmy Dills, CDC/DNPAO  
Amy Johnson, Oakland City Community Org., Inc.  
Angela Castleberry, CDC  
Cheryl Strickland, ADA  
Charles Brown, CRB Brown Realty Associate  
Katie Sobust, CDC  
Mark Bingioni, CDC  
Mark Sanders, GRA  
Steve Foster, GA Power  
Kent Autley, Miller martin  
Wendy Heaps, CDC  
Donna Garland, CDC  
Scott Miller, CDC  
Dr. Anne C. Haddix, CDC  
Samantha Williams, CDC

Chairman Ward called the MILRA meeting to order at approximately 1:33 p.m.

**Announcements and Welcome:**

Chairman Ward welcomed the visitors and thanked them for their continued support and reminded the audience about the attendance sign-in- sheet and also the sign-in- sheet for public comment for non-board members, he stated that Board would address their questions at the end of the meeting.

**Approval of Minutes:**

Chairman Ward motioned for the approval of the January 20, 2010 minutes and it was seconded by Richard Holmes. Approval was unanimous.

**Approval of the Agenda:**

Chairman Ward recommended the adoption of the agenda. Richard Holmes made a motion to approve, seconded by Joe Macon. Approval was unanimous.

**Regular Session:**

**Item No: 4 Excused Absence Resolution:**

Chairman Ward stated that under the MILRA Act board members are required to attend a certain number of meetings and any board member who misses three consecutive meetings is subject to removal in accordance with the bylaws of the MILRA. Absences have to be excused by Resolution of the Board. A copy of the **Resolution of the McPherson Implementing Local Redevelopment Authority Concerning Excused Absences** was enclosed in the Board's packet.

**Approval of Item No. 4:**

Joe Macon made a motion to approve the proposed resolution granting an excused absence to Board Members who were absent from the January meeting. It was seconded by Kenneth DeLeon. Approval was unanimous.

**Regular Session:**

**Item No. 5 Assumption of MPLRA Debt and Obligations:**

Chairman Ward stated that the torch has been handed over from the MPLRA to the MILRA and that Attorney Neighbors would come and explain. Attorney Neighbors stated that the resolution would authorize the MILRA to assume the assets, payment and provision of all debts and obligations of the MPLRA. Chairman Ward stated that a copy of the Resolution had been sent out to the Board Members prior to the meeting and that he hoped everyone had a chance to review it before the meeting. After Attorney Neighbors' review of the Resolution and the Assignment and Assumption Agreement, Chairman Ward asked if there were any concerns or questions.

Peggy McCormick asked about the cash balance for the MPLRA in regard to the OEA grant. Jack Sprott stated that it was always zero except for unrequested funds under an extension of the MPLRA grant.

Kenneth DeLeon asked about the retaining of legal counsel. Mr. Sprott stated that a competitive solicitation process had been completed last year and that they were now paid under the MILRA.

**Approval of Item No. 5:**

Given that the MPLRA had, minutes earlier, approved the Plan of Dissolution, Joe Macon made a motion to approve, in accordance with applicable laws and to the extent legally permissible, the assumption of all just debts, obligations and assets, if any, of the McPherson Planning Local Redevelopment Authority, Inc., a Georgia nonprofit corporation, pursuant to an Assignment and Assumption Agreement. It was seconded by Richard Holmes. Approval was unanimous.

**Regular Session:**

**Item No: 6 Georgia Research Alliance/MILRA Funding Agreement:**

Mr. Sprott stated that an application for federal assistance to the Office of Economic Adjustment (OEA) for a grant to cover Community Assistance Planning in 2010 was submitted for approval to the OEA in late January. He also stated that a major cost component of this application was a request to fund a Research Park Campus Master Plan and Conceptual Plan for Development Districts. Mr. Sprott stated that in review of the grant application, OEA commented that funding in excess of \$1 million had been awarded to the McPherson LRA for its past planning activities and given these past awards; they requested that the LRA seek a higher level of community involvement and investment in the funding of the Research Park Plan. Mr. Sprott stated that he contacted Mike Cassidy at the Georgia Research Alliance and Shelley Nickel at the Board of Regents of the University System of Georgia. Mr. Sprott stated that due to their quick response and blessings from the Board of Regents and the Governor's Office, the GRA offered matching funds for the research park planning. He stated that an agreement by and among the Georgia Research Alliance, the Board of Regents of the University System of Georgia, and the MILRA has been attached that provides up to \$250,000 towards the overall cost of the planning.

After Mr. Sprott's review, Chairman Ward asked if there were any questions and he also took the time to acknowledge Mr. Frank Barton from OEA and thanked him for his continued support. There were no questions.

**Approval of Item No.6:**

Richard Holmes made a motion to approve the enclosed agreement by and among the Georgia Research Alliance, the Board of Regents of the University System of Georgia and the MILRA for the reimbursement of up to \$250,000 in matching funds for the retaining of a consultant to prepare a Research Park Campus Master Plan and Conceptual Master Plan for Development Districts and other studies for the redevelopment of Fort McPherson and to authorize the Executive Director to execute all necessary and satisfactory documents and amendments. It was seconded by Ayesha Khanna. Approval was unanimous.

**Regular Session:**

**Item No. 7 Research Park Planning Consultant Selection:**

Mr. Sprott stated on January 10, 2010 the MILRA published a Request for Proposal (RFP) to identify, select an engage a qualified and capable firm or firms to prepare a Research Park Campus Master Plan for Conceptual Master Plan for Development Districts for Fort McPherson. On February 5, 2010 four proposals were received from the following teams:

**PERKINS + WILL TEAM**

Perkins + Will  
CBR Realty Associates, Inc  
MACTEC Engineering and Consulting, Inc  
HR&A Advisors, Inc.  
MetroCenter Associates, Inc.

**MATRIX DESIGN GROUP TEAM**

Matrix Design Group, Inc.

PBS&J  
HDR | CUH2A  
Bleakly Advisory Group  
Gude Management Group, LLC  
Planners for Environmental Quality, Inc.

#### **AECOM TEAM**

AECOM  
StartUp Midwest Management, LLC  
Lord Aeck and Sargent  
Ellerbe Becket (an AECOM Company)  
Fitzgerald Collaborative  
Khafra  
DW & Associates

#### **HOK TEAM**

Deloitte Consulting, LLP  
Phase 3 Properties  
Cousins Properties, Inc.  
Kimley-Horn Associates, Inc.  
Huntley Partners, Inc.  
The Integral Group, LLC

Mr. Sprott stated that the Selection Subcommittee members received copies of the proposals and met on Thursday, February 11, 2010 to hear oral presentations from each of the four bidders. He stated that following the presentations, the Subcommittee met for approximately one hour to discuss the proposals. Mr. Sprott also said that prior to the Board's meeting the Subcommittee met to review and analyze the proposals and to formulate its recommendation and it was the task of the Subcommittee to compare each of the teams and measure each team and its responses using the established selection criteria. He added that the Selection Subcommittee will recommend approval of a Research Park Planning Consultant to the full Board at today's meeting. Mr. Sprott stated that the HOK Team was ranked No. 1 by the Subcommittee with the Matrix Team being No. 2.

Chairman Ward asked if there were any questions after Mr. Sprott's presentation.

Mr. David Todd wanted to know the timing of the deliverables. Mr. Sprott stated that it was due on August 18, 2010.

Chancellor Erroll B. Davis asked why the scope of work was being changed before the discussion. Chairman Ward stated that the bid was higher than what they are prepared to pay and they were going to negotiate that. Chairman Ward also mentioned that there appears to be an overlap of some of the work that had already been completed and that was going to be addressed as well.

Mr. Kenneth DeLeon wanted to know if there was a rush to get the chosen firm under an obligated contract while they were still looking at revisiting the RFP. Chairman Ward stated that it was not unusual to do this and the selection was a request for proposals, not a price determinative bid.

Peggy McCormick stated that she would abstain from voting because she was a retired partner from Deloitte Consulting, LLP. Kenneth DeLeon also wanted it on record that he too would abstain from voting on this Agenda Item.

**Approval of Item No. 7:**

Richard Holmes made a motion to approve the selection of the HOK Team as the Research Park Planning Consultant to provide the scope of work detailed in the Request for Proposals as recommended by the Selection Subcommittee conditioned upon the successful negotiation of an agreed-upon fee, an amended scope of work, if necessary, and final contract and to authorize the chairman or executive director to negotiate and execute a contract and amendments with the HOK Team. If contract negotiations are unsuccessful, the chairman or executive director will cease negotiations with HOK and begin negotiations with the next highest ranked team until an agreement is reached and a contract is executed. It was seconded by Joe Macon. Approval was unanimous with Peggy McCormick and Kenneth DeLeon abstaining.

**Regular Session:**

**Item No. 8: Standing/Special Subcommittee:**

Mr. Sprott stated that at its January 20<sup>th</sup> meeting, Chairman Ward asked Board Members Ayesha Khanna, Ken DeLeon and David Todd to work with Staff to review the tasks and responsibilities facing the MILRA in the near future and formulate some recommendations to the Board.

Chairman Ward made the comment that this was something that was *not* concrete as to how or should this be done, but that it was cutting edge for the LRA and probably applied to LRA's all over the country.

Ms. Khanna stated that they were recommending to the Board two core committees because they felt this is what they needed to concentrate on at this particular time. The two committees are:

1. Economic Development
2. Design and Development of the Bio Science Research Park

The Economic Development Committee would help to achieve the vision by exploring and identifying revenue streams and proactively bring strategic partners to the table. The Research Park Advisory Committee would put the stakeholders and strategic partners in place to form the crossroads to global health.

Mr. Sprott added that he would now concentrate on populating these subcommittees over the next few months.

Councilmember Sheperd was concerned about the Subcommittee for Community Engagement that had been taken off the table even though it was an agenda item.

Ms. Khanna stated that it had not been taken off the table but had merely been pushed back to be addressed by staff at a later date. Mr. Sprott interjected by saying that a position was being created for

a community engagement staffer and that person would reach out to the community to address their concerns. Councilmember Sheperd said that she liked and supported that effort.

**Public Comments:**

Ms. Deborah Scott, Executive Director of Georgia Stand-Up. Ms. Scott stated that she was disappointed in the level of community involvement and wants community engagement in the forefront.

Ms. Allean Brown's concern was whether or not there's an economic plan in place.

Ms. Charnette Trimble, President of the McPherson Action Community Coalition wanted to know how the person holding the new position of community engagement staff person would co-exist with the existing MILRA group.

**Executive Session:**

Chairman Ward made a motion to move into Executive Session and read the following statement:

"Ladies and Gentlemen:

In accordance with O.C.G.A. SECTION 50-14-4(B), a quorum of the McPherson Implementing LRA is present and will enter into executive session by a majority vote. The purpose for the closed section is for members to (1) deliberate regarding the acquisition of interest in real estate and (2) receive Attorney-Client Communication. The specific reason for the closed session is to (1) discuss the acquisition of real property at Fort McPherson. The specific reasons for the closed session will be entered in the official minutes of the meeting and a notarized affidavit will be executed stating that the executive session was devoted to matters within the exceptions provided by law."

After Chairman Ward read the statement, Richard Holmes seconded the motion. The vote was unanimous.

The Board went into Executive Session for approximately 30 minutes. Richard Holmes made a motion to end the Executive session and it was seconded by Joe Macon. Approval was unanimous.

**Regular Session:**

**Approval of Item No: 9 Legally Binding Agreements:**

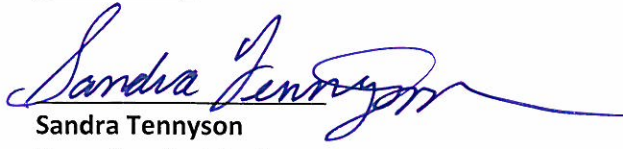
While preparing an opinion on the legal enforceability of the legally binding agreements prepared, at the direction of HUD, to address the homeless assistance submission for Fort McPherson, legal counsel determined that the reverter language contained in the legally binding agreements may not be legally enforceable in the State of Georgia. Legal Counsel met with representatives from HUD and the US Army's General Counsel and all are in agreement that the reversionary language should be revised to grant a 49-year lease with an option to purchase in fee for a nominal consideration at the end of the lease term.

Joe Macon made a motion to approve the attached resolution concerning amendments to the Legally Binding Agreements for Homeless Service Providers. It was seconded by Richard Holmes. Approval was unanimous.

**Adjournment:**

Richard Holmes made a motion to adjourn; it was seconded by Joe Macon. Approval was unanimous. The MILRA meeting ended at approximately 2:47 p.m.

**Recorded By:**

  
Sandra Tennyson  
Executive Assistant

3/17/10  
Date

**Approved By:**

  
Jack C. Sprott  
Executive Director



**RESOLUTION  
OF THE  
BOARD OF DIRECTORS  
OF THE  
MCPHERSON IMPLEMENTING LOCAL REDEVELOPMENT AUTHORITY  
(THE "AUTHORITY")**

**CONCERNING ASSUMPTION OF OBLIGATIONS AND ASSETS OF THE  
MCPHERSON PLANNING LOCAL REDEVELOPMENT AUTHORITY, INC. (THE  
"MPLRA")**

A meeting of the Board of Directors (the "Board of Directors") of the McPherson Implementing Local Redevelopment Authority (the "Authority") was held beginning on the 16<sup>th</sup> day of February, 2010. A quorum was present and voting throughout the aforementioned meeting. Upon motion duly made and seconded, the following resolutions were adopted by the Board of Directors at such meeting: For all purposes hereof, this resolution, as a whole, shall be referred to as the "Resolution."

**WHEREAS**, the Board of Directors of the Authority desires to assist the McPherson Planning and Local Redevelopment Authority, Inc. (the "MPLRA") in complying with its responsibilities in respect to the distribution of the assets, the payment or provision for the debts and obligations and the dissolution of the MPLRA, and to otherwise facilitate the continued redevelopment of Ft. McPherson.

**WHEREAS**, the Board of Directors of the Authority has determined that it is advisable and in the best interests of the Authority that the Authority assume the enumerated contracts, obligations, agreements and assets of the MPLRA, as provided in the Assignment and Assumption Agreement attached hereto as Exhibit A (the "Assumption Agreement"), on or before the MPLRA's dissolution, as required by and in accordance with Sections 14-3-821, 14-3-1302, 14-3-1402(b) and other relevant sections of the Georgia Nonprofit Corporation Code (the "Code") applicable to the MPLRA.

**NOW, THEREFORE, BE IT RESOLVED**, that the assumption of the enumerated contracts, obligations, agreements and assets of the MPLRA, as contemplated in the Assumption Agreement, each of which inure to the benefit of the Authority and the redevelopment of Ft. McPherson, is hereby ratified, confirmed and approved in all respects.

**FURTHER RESOLVED**, that the Chair, Vice Chair or the Executive Director and any other officer of the Authority, or any one or more of them, be and they hereby are, authorized and empowered, for and on behalf of the Authority to: (i) negotiate, execute and deliver the Assumption Agreement in substantially similar form as Exhibit A attached hereto; and (ii) do any and all acts and things that any one or more of the officers of the Authority deems, in the exercise of his or her discretion, necessary, desirable, or appropriate in connection with this Resolution (excluding, without limitation, executing such other documents, agreements, instruments and certificates relating to the consummation of the transactions contemplated hereby). Notwithstanding anything herein to the contrary, the Chair, Vice Chair or the Executive

Director are authorized to make such modifications and changes, and to fill in such blanks in the Assumption Agreement as may be necessary or appropriate, and the execution and delivery of the Assumption Agreement and any other documents, agreements, instruments or certificates (as the case may be) shall be conclusive evidence of the appropriateness thereof and the approvals contemplated by this Resolution. The Secretary (or his or her designee) is further authorized to attest any of the foregoing signatures and to affix the seal of the Authority to any documents, certificates, instruments or agreements, as and to the extent necessary or convenient.

**FURTHER RESOLVED**, that all other acts and doings of the officers, employees or agents of the Authority whether done before, on or after the date of adoption of this Resolution which are in conformity with the purposes and intent of this Resolution, and in the furtherance of the execution, delivery, filing and performance of the matters contemplated herein shall be, and the same hereby are, in all respects approved, ratified and confirmed.

**FURTHER RESOLVED**, that if any one or more of the provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining agreements and provisions and shall in no way effect the validity of any of the other agreements and provisions hereof.

**FURTHER RESOLVED**, that the actions provided for in the foregoing resolutions be commenced as soon as practicable.

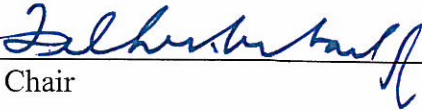
**FURTHER RESOLVED**, that the Secretary of the Authority is hereby directed to file a copy of this Resolution with the minutes of the proceedings of the Authority.

[AUTHORITY (MILRA) SIGNATURE PAGE ON NEXT PAGE]

This Resolution shall take effect immediately upon its adoption by the Board of Directors of the Authority and any provisions of any previous resolutions in conflict with the provisions herein are hereby superseded or repealed (as and to the extent of any such conflict).

Adopted and approved this 16<sup>th</sup> day of February, 2010.

**MCPHERSON IMPLEMENTING LOCAL  
REDEVELOPMENT AUTHORITY**

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

(SEAL)

ATTEST

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

## EXHIBIT A - FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

### ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (the "**Assumption Agreement**") is made this \_\_\_ day of \_\_\_\_\_, 2010, by and between the MCPHERSON PLANNING LOCAL REDEVELOPMENT AUTHORITY, INC., a Georgia nonprofit corporation created by an executive order of the Mayor of the City of Atlanta ("**Transferor**") and the MCPHERSON IMPLEMENTING LOCAL REDEVELOPMENT AUTHORITY, a political subdivision of the State of Georgia created pursuant to an act of the General Assembly of the State of Georgia (the "**State**") and activated pursuant to an executive order of the Governor of the State ("**Transferee**").

#### RECITALS:

**WHEREAS**, effective on November 9, 2005, the Base Closure and Realignment Commission voted to close the U.S. Army Base located at Fort McPherson, Georgia ("**Fort McPherson**");

**WHEREAS**, the Transferor was organized to serve as the single entity responsible for identifying local redevelopment needs and preparing a reuse plan for Fort McPherson ("**Reuse Plan**");

**WHEREAS**, in this connection, on December 7, 2005, the designation of the Transferor as the "Local Redevelopment Authority" for Fort McPherson was recognized by the United States Department of Defense ("**DOD**");

**WHEREAS**, the Transferor has previously adopted a Reuse Plan, among other things, and has completed its planning activities in connection with the redevelopment of Fort McPherson;

**WHEREAS**, the Transferee has been organized to serve as the single entity responsible for implementing the Reuse Plan and has derived substantial benefits from the pre-development, planning and related activities undertaken by the Transferor;

**WHEREAS**, on October 30, 2009, the Transferor was designated by the DOD as the "Local Redevelopment Authority" for Fort McPherson in connection with the aforementioned implementation of the Reuse Plan;

**WHEREAS**, the Transferor desires to formerly dissolve, as provided under applicable provisions of Georgia law, and the Transferee would like to facilitate same; and, in this connection, the parties have by resolution approved the execution of this Assumption Agreement in respect of the assignment, by the Transferor, and the assumption, by the Transferee, of the contracts, agreements, debts, obligations and assets of the Transferor as set forth in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Assumed Obligations and Assets**").

**NOW, THEREFORE**, pursuant to this Assumption Agreement and in consideration of \$100.00 in hand paid, the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

**1. ASSIGNMENT.** Transferor hereby assigns to Transferee all of Transferor's right, title and interest in and to the Assumed Obligations and Assets listed on Exhibit A of this Assumption Agreement.

**2. ASSUMPTION.** Transferee hereby accepts the foregoing assignment. Transferee hereby assumes and agrees to pay, perform and be bound by all of the covenants, terms, obligations and agreements contained in or relating to (as the case may be) the Assumed Obligations and Assets, as such relate to, arise from or have accrued with respect to the Transferor's prior service as the Local Redevelopment Authority.

**3. ASSIGNMENT AGREEMENT SUBJECT TO PRIOR OBLIGATIONS.** This Assumption Agreement is subject in all respects to the terms and conditions of the underlying Assumed Obligations and Assets. Nothing contained in this Assumption Agreement is intended to nor shall it be deemed to supersede the provisions relating to such Assumed Obligations and Assets.

**4. THIRD PARTY CONSENTS.** Seller, for itself and its successors and assigns, covenants and agrees that in the event there are any Assumed Obligations and Assets otherwise covered by this Assignment Agreement which cannot be transferred or assigned by it without the consent of or notice to a third party and with respect to which any necessary consent or notice has not at the date of delivery of this Assignment Agreement been obtained or given, the beneficial interest in and to, and the obligations and liabilities under, the same shall in any event pass hereby to Transferee, as of the effective date of dissolution of the Transferor, who shall perform all such obligations and assume all such liabilities; and Transferor, for itself and its successors and assigns, covenants and agrees (i) to hold, and hereby declares that it holds, such Assumed Obligations and Assets in trust for and for the benefit of Transferee (as the case may be) and Transferee's successors and assigns, (ii) to use all reasonable efforts to obtain the consents or give the notices required for the transfer of such Assumed Obligations and Assets as soon as reasonably possible, and (iii) to hold Transferee harmless from any and all damages and liabilities incurred as a result of such lack of consent. For purposes of implementing this provision, the Transferor agrees to continue to orderly wind down its operations until any Assumed Obligations and Assets may be properly transferred as herein contemplated or are otherwise paid or provided for.

**5. BENEFIT.** This Assignment Agreement is intended solely to benefit the parties hereto and shall not create any liabilities to any other parties or expand any liabilities to any other parties.

**6. SUCCESSORS AND ASSIGNS.** This instrument will be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **COUNTERPARTS.** This Assignment Agreement may be executed in one or more counterparts with the same effect as if the parties had all signed the same documents. All counterparts shall be construed together and shall constitute one agreement.

8. **GOVERNING LAW.** This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

9. **ABSOLUTE ASSIGNMENT.** This Assignment Agreement is intended to be an absolute, unconditional and present transfer, conveyance and assignment of all of Transferor's rights, title and interest in, to and under the Assumed Obligations and Assets.

10. **GENERAL.** Wherever used in this Assignment Agreement, unless the context clearly indicates otherwise or unless otherwise specifically provided herein, the words "Transferor" and "Transferee" shall include the respective parties hereto and their respective successors and assigns, and all those holding under either of them; the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. Whenever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but invalidation of any one or more of the provisions hereof shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the date first above written.

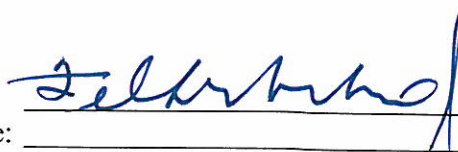
**"TRANSFEROR"**

**MCPHERSON PLANNING LOCAL  
REDEVELOPMENT AUTHORITY, INC.**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"TRANSFeree"**

**MCPHERSON IMPLEMENTING LOCAL  
REDEVELOPMENT AUTHORITY**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**LIST OF ASSUMED OBLIGATIONS AND ASSETS**

**McPherson Planning Local Redevelopment Authority**

**Active Contracts as of February 16, 2010**

<u>Contract/Document</u>	<u>Term</u>	<u>Status</u>
HUD Application	09/11/07 until approval by HUD	Assumed by MILRA on 10/22/09
MPLRA-US Army MOU	01/13/08 until property disposal	Active
Zoning Blueprint IGA	10/30/09 to 04/30/10	Active
Matrix Environmental	06/01/09 to 05/31/10	Active
ADA 2009 Grant	01/01/09 to 06/30/10	Active

**McPherson Planning Local Redevelopment Authority**

**Unpaid Obligations as of February 16, 2010**

**Sutherland Firm**

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Invoice Amount</u>
October 2007	467313	\$31,601.76
January 2008	475681	\$ 4,053.12
February 2008	481346	\$ 4,843.93
March 2008	488679	\$ 6,812.55
Adjustment		<u>(\$ 2,199.10)</u>
Total Invoices from the Sutherland Firm:		<b>\$45,112.26</b>

**Garrity & Knisely**

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Invoice Amount</u>
June 2009	2273	\$ 6,775.00



Total Unpaid Invoices from Garrity & Knisely: \$ 6,775.00

**Atlanta Development Authority**

Rental Fees Due - Credit for Over Payment \$ 32,620.53

Total Rental Fees Due (See attachment): \$ 32,620.53

**Employee Retirement**

Jack Sprott – Retirement Benefit \$ 31,608.00

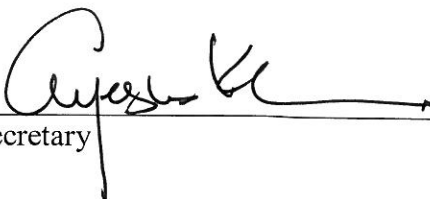
Total Retirement Benefit: \$ 31,608.00

Grand Total: \$ 116,115.79

## CERTIFICATE SECRETARY

The undersigned Secretary of MCPHERSON IMPLEMENTING LOCAL REDEVELOPMENT AUTHORITY ("MILRA") DOES HEREBY CERTIFY (i) that the foregoing pages of typewritten matter constitute a true and correct copy of the Resolution of the MILRA (the "Resolution") adopted on the 16th day of February, 2010, by the directors of the MILRA in Regular Session, as part of a meeting duly called and held, at which a quorum was present and acting throughout, and (ii) that the original of the Resolution appears of record in the Minute Book of the MILRA, which is in my custody and control and will be made available for public inspection.

Given under my hand and the corporate seal of the MILRA, this 16th day of February, 2010.

  
Secretary

**RESOLUTION OF THE MCPHERSON IMPLEMENTING LOCAL  
REDEVELOPMENT AUTHORITY CONCERNING EXCUSED ABSENCES**

**A RESOLUTION OF THE MCPHERSON IMPLEMENTING LOCAL  
REDEVELOPMENT AUTHORITY PROVIDING FOR AND EXCUSING THE  
ABSENCE OF CERTAIN BOARD MEMBERS FROM ATTENDANCE AT THE  
HEREIN REFERENCED BOARD MEETING; AND FOR OTHER RELATED  
PURPOSES.**

**WHEREAS**, the McPherson Implementing Local Redevelopment Authority (the "Authority") was formed pursuant to the McPherson Implementing Local Redevelopment Authority Act (H.B. 817) (the "Act"), which became effective upon the execution of an Executive Order issued by the Governor of the State of Georgia on September 9, 2009; and

**WHEREAS**, under the provisions of Section 3(h) of the Act, the failure to attend three (3) consecutive regular meetings of the Authority, to the extent one or more such absences is not an excused absence, results in a vacancy in the seat of the absentee member of the Board of Directors; and

**WHEREAS**, Section 3(h) of the Act requires the Board of Directors of the Authority to excuse the absences of members of the Board of Directors by resolution of the Authority; and

**WHEREAS**, the staff of the Authority have discussed the absences of the members of the Board of Directors listed on Exhibit A hereto, and recommend that the Board of Directors excuse the absence of such Board members from today's Authority meeting for good cause; and

**WHEREAS**, after consideration of the staff's recommendation and based upon the facts available to it, the Board of Directors has determined that it is in the best interest of the Authority to excuse the absence of each of the members of the Board of Directors listed on Exhibit A hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AUTHORITY AS FOLLOWS:**

**Section 1. Authority for this Resolution.** This Resolution is enacted pursuant to and in accordance with the Act, particularly, Section 3(h) of the Act.

**Section 2. Absences Excused.** The members of the Board of Directors listed on Exhibit A attached hereto and by this reference made a part hereof are hereby excused from attendance at the January 20, 2010 meeting of the Authority. Consistent therewith, said absence shall not be counted against any of said members of the Board of Directors or otherwise deemed an "unexcused absence" for purposes of determining compliance with the attendance requirements set forth in or contemplated by Section 3(h) of the Act.

**Section 3. General Authority.** The Chairperson, Vice Chairperson or Executive Director of the Authority are each hereby authorized and directed on behalf of the Authority to execute and deliver any certificates, instruments, affidavits or other documents necessary to

reflect the excusal of the absences of the listed members of the Board of Directors as contemplated in this Resolution.

The Secretary (or his or her designee) of the Authority is hereby authorized and directed to attest and affix the Authority's seal to any such certificates, instruments, affidavits or documents, as and to the extent necessary or convenient.

**Section 4. Applicable Provisions of Law.** This Resolution shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon its adoption by the Board of Directors of the Authority and any provisions of any previous resolutions in conflict with the provisions herein are hereby superseded or repealed (as and to the extent of any such conflict).


Adopted and approved this 16<sup>th</sup> day of February, 2010.

**MCPHERSON IMPLEMENTING LOCAL  
REDEVELOPMENT AUTHORITY**

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

(SEAL)

ATTEST

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

**EXHIBIT A**

**LIST OF EXCUSED BOARD MEMBERS**

John H. Eaves, Chairman, Fulton County Commission

David Todd, Board Member

Kenneth C. Stewart, Commissioner, Department of Economic Development

Chris Clark, Commissioner, Department of Natural Resources

Vance Smith, Commissioner, Department of Transportation

Michael Thurmond, Commissioner, Department of Labor

Erroll Davis, Jr., Chancellor of the University System of Georgia

Vincent Fort, State Senator District 39

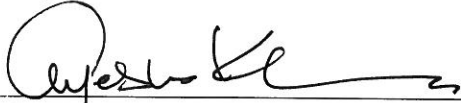
**SECRETARY'S CERTIFICATE**

**STATE OF GEORGIA**

**FULTON COUNTY**

I, the undersigned Secretary of the McPherson Implementing Local Redevelopment Authority (the "Authority") and keeper of the records and seal thereof, **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of the Resolution adopted by the Authority in a meeting duly called and assembled on the 16<sup>th</sup> day of February, 2010, which meeting was open to the public and at which a quorum was present and acting throughout, the original of which Resolution has been duly recorded in the Minute Book of the Authority which is in my custody and control.

**WITNESS** my official hand and seal of the Authority, this 16<sup>th</sup> day of February, 2010.

  
\_\_\_\_\_  
Secretary

(CORPORATE SEAL)