

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“MOA”) is executed as of Jan 30, 2017, by and between the **CITY OF EAST POINT, GEORGIA** (the “City”), a municipality of the State of Georgia, and **GEORGIA SOCCER DEVELOPMENT FOUNDATION, INC.** (the “Foundation”). The term “Party” refers to each of the City and the Foundation and the term “Parties” refers to both the City and the Foundation.

Each Party executing this MOA represents that it has the right, power and authority to enter into this MOA and to perform its obligations hereunder.

NOW, THEREFORE, the Parties hereby agree as follows:

I. INTRODUCTION.

This MOA is being entered into by the Parties to express their intention to negotiate and enter into a mutually satisfactory Acquisition and Development Agreement (the “Agreement”) that will more fully and definitively document all aspects of the project described herein, and govern the roles and responsibilities of the Parties with respect thereto.

This MOA is entered into with the understanding by the Parties that the primary reason for the Parties’ entering into this MOA and engaging in the activities described below is to meet the public purpose of developing a park and related improvements, and expanding recreation opportunities for the City’s residents, in the area located at 3895 Ben Hill Road and commonly known as the “Georgia Soccer Park” (“GSP”), and to provide economic benefits to merchants and lodging establishments that provide services to the City’s visitors.

II. OVERVIEW.

The project contemplated by this MOA consists of (i) the donation of property to the City, (ii) the design and installation of infrastructure and improvements to such property by the City, (iii) the design and installation of infrastructure and improvements to GSP by the Foundation, (iv) providing opportunity for City residents to participate in recreational soccer leagues, and (v) promoting the interests of lodging establishments located within the City limits.

III. CONVEYANCE OF PROPERTY AND IMPROVEMENTS.

Depicted on Exhibit A is an approximately nine (9)-acre tract located within GSP (the “Property”). The Foundation shall donate the Property to the City, which Property shall be used by the City as a public park for the benefit of its residents and visitors. The City thereafter shall install such infrastructure, parking areas and any other improvements to the Property as it deems desirable. If, after 10 years from date the Property is donated, the City has not taken any action to develop the

Property for park or recreational use, possession and ownership of the Property shall revert to the Foundation.

IV. IMPROVEMENTS TO GSP.

The City shall grant to the Foundation \$500,000 in Hotel Motel Funds (Improvement Funds) to be used by the Foundation for the sole purpose of designing and constructing infrastructure and improvements to GSP, to include bathrooms and shelter areas, and such ancillary and other facilities as the Foundation deems necessary and appropriate. The Foundation shall be responsible for retaining architectural design and contracting firms for such facilities. It is the intent of the Parties that such improvements made by the Foundation will make GSP a more attractive venue for events attended by out-of-town visitors, and also to improve safety for league participants and spectators during instances of inclement weather. The City shall waive its permitting fees with respect to the improvements made at GSP pursuant to this MOA and the Agreement.

V. AVAILABILITY OF GSP FACILITIES.

In exchange for a monthly maintenance fee of \$1,000 to be paid by the City, the Foundation will make available to the City up to 100 field hours each calendar month during non-peak times for conducting recreational soccer leagues for City residents. Non-peak times include the hours of 4 p.m. until dusk on Mondays, Wednesdays and Fridays during the months of June through August, and the hours of 4 p.m. until dusk on all weekdays during the remainder of the year, subject to such closures that occur at GSP from time to time for scheduled events, inclement weather and field maintenance activities. Field usage must be scheduled in advance with GSP management, and not more than two fields shall be used at any one time unless approved in advance by GSP.

VI. EVENT LODGING.

The Foundation and its partners will use their best efforts to actively encourage all out-of-town participants and spectators at events to be held at GSP to procure lodging from hotels located within the City limits, including identifying such hotels as "preferred" on event websites, and including links to the web sites of such hotels, and also by including information about such hotels and designating them as "preferred" in any brochures or other written materials that are printed to advertise such events.

VII. MISCELLANEOUS.

A. **Definitive Agreement.** Upon the execution hereof, the parties shall promptly negotiate and enter into the Agreement to more fully set forth their agreements regarding the matters set forth herein, and shall immediately thereafter begin to perform their duties and obligations thereunder.

B. **Entire Agreement; Counterparts.** This MOA may be executed by the Parties in counterparts, each of which shall constitute an original. This MOA, including the attached exhibits, sets forth the entire understanding between the Parties pending the execution of the Agreement, and supersedes all previous agreements and understandings between them, oral or written, and may be amended only in a document executed by both Parties.

C. **Governing Law.** This MOA and the Parties' rights and obligations hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws rules.

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this MOA to be effective as of the date first set forth above.

GEORGIA SOCCER DEVELOPMENT FOUNDATION, INC.

By: Larry Lord
Title: Secretary/Treasurer

THE CITY OF EAST POINT

By: Jannquell Peters
Jannquell Peters, Mayor

Attest:

By: S. Diana White
City Clerk



Approved as to Form:

By: [Signature]
City Attorney

EXHIBIT A
(The Property)

Attached

