

COLISEUM PARCEL REDEVELOPMENT COOPERATION AGREEMENT

THIS COLISEUM PARCEL REDEVELOPMENT COOPERATION AGREEMENT (the "Cooperation Agreement") is dated as of _____, 2022, and entered into by and between the City of Richmond, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), and the Economic Development Authority of the City of Richmond, Virginia, a political subdivision of the Commonwealth of Virginia (the "Authority").

RECITALS

- A. On January 24, 2022, the Richmond City Council adopted Ordinance No. 2022-010, to approve the action of the City Planning Commission adopting the "City Center Innovation Small Area Plan" (the "City Center Plan") as an incorporated element of the "Richmond 300: A Guide for Growth" Master Plan of the City of Richmond.
- B. The City Center Plan provides a framework for the redevelopment of the City Center area to catalyze the development of a thriving, mixed-use downtown.
- C. The City owns multiple parcels of underutilized real estate located within City Center and declared surplus by the Richmond City Council pursuant to its approval of the 2020 biennial real estate strategies plan via adoption of Resolution No. 2021-R024 on April 26, 2021; including the approximately 7.36 acre parcel of surplus City-owned real estate located at 601 E. Leigh Street and referred to in the records of the City Assessor as Parcel No. N0000007001, together with the improvements thereon including the Richmond Coliseum, the operation of which is no longer economically viable (the "Coliseum Parcel").
- D. The City is authorized by section 15.2-953(B) of the Code of Virginia to donate property the City owns to the Authority.
- E. The City and the Authority are of the opinion that redevelopment of the Coliseum Parcel will promote economic development in the City Center area and serve as a catalyst to the development of a thriving, mixed-use downtown.
- F. The City and the Authority desire the Authority to assist in facilitating the redevelopment by taking ownership of the Coliseum Parcel, soliciting offers for the sale and redevelopment thereof, and entering into appropriate contractual document(s) to consummate the sale and redevelopment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which both parties acknowledge, and in consideration of the mutual covenants hereinafter set forth, the City and the Authority agree as follows:

1.0 Preliminary Provisions.

- 1.1 **Purpose.** The purpose of this Cooperation Agreement is to enable the City and the Authority to work together to facilitate the transactions described herein for the purpose of effecting the sale and redevelopment of the Coliseum Parcel in furtherance of the purposes for which the Authority is organized (see Chapter 49 of Title 15.2 of the Code of Virginia, 1950, as amended).
- 1.2 **Incorporation of Recitals and Exhibits.** The foregoing recitals are true and correct and are incorporated herein by reference. Exhibit A (“City Center Plan”) and Exhibit B (“Anticipated Minimum Community Benefits”) are attached hereto and incorporated herein by reference.
- 1.3 **Definitions.** Words, terms and phrases used in this Cooperation Agreement shall have the meanings ascribed to them by this section below, unless the context clearly indicates that another meaning is intended.
 - 1.3.1 **Authority.** “Authority” means the Economic Development Authority of the City of Richmond, Virginia, a political subdivision of the Commonwealth of Virginia.
 - 1.3.2 **Chief Administrative Officer.** “Chief Administrative Officer” means the Chief Administrative Officer of the City of Richmond, Virginia.
 - 1.3.3 **City.** “City” means the City of Richmond, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia.
 - 1.3.4 **City Center Plan.** “City Center Plan” means the “City Center Innovation Small Area Plan,” an incorporated element of the “Richmond 300: A Guide for Growth” Master Plan of the City of Richmond as approved by the Richmond City Council’s adoption of Ordinance No. 2022-010 on January 24, 2022, a copy of which is attached hereto as Exhibit A.
 - 1.3.5 **Coliseum Parcel.** “Coliseum Parcel” means the approximately 7.36 acre parcel of surplus City-owned real estate located at 601 E. Leigh Street and referred to in the records of the City Assessor as Parcel No. N0000007001, together with the improvements thereon.
 - 1.3.6 **Cooperation Agreement.** “Cooperation Agreement” means this Coliseum Parcel Redevelopment Theater Cooperation Agreement.
- 1.4 **Duration.** This Cooperation Agreement shall be in force and effect beginning on the date written first above and shall expire when all obligations have been performed and all rights have been fully exercised by both the City and the Authority.
- 2.0 **Obligations and Rights of the City.**
- 2.1 **Conveyance of Coliseum Parcel.** Upon the signing of this Cooperation Agreement by both the City and the Authority, or as soon thereafter as is practicable, the City shall transfer

and convey the Coliseum Parcel to the Authority by special warranty deed for nominal consideration.

- 2.2 **Maintenance.** From such time the Coliseum Parcel is conveyed to the EDA until such time the EDA no longer holds title thereto, the City will continue to maintain the Coliseum Parcel in a safe secure manner so as to prevent, to the extent reasonable, vandalism, trespassing, break-ins, and any other criminal or non-criminal activities that would otherwise cause harm to the property or to persons on or near the property. The EDA agrees it will permit the City to access the Coliseum Parcel and to take such reasonable actions thereupon for such purposes.
- 2.3 **Insurance.** Subject to appropriation of funds by the City Council of the City of Richmond for such purpose, the City shall provide funds to the Authority in an amount sufficient to procure and maintain adequate insurance on the Coliseum Parcel.
- 2.4 **Administrative Assistance.**
 - 2.4.1 **Authority's Agent.** It is the intent of the City and the Authority that the solicitation process and any resulting contract contemplated by this Agreement will be administered at minimal cost to or liability upon the Authority. To that end, the Director of Economic Development ("Director") shall administer the solicitation and any resulting contracts on behalf of the City and the Authority.
 - 2.4.2 **Duties of Agent.** The Director shall be responsible for performing all functions of the Authority under that contract and shall have the power to exercise all of the rights of the Authority under that contract. The intent of designating no more than one agent for each contract is intended to enable all activities concerning that contract to be coordinated through a single person. The Director shall work with other City staff and resources as needed to perform the functions required of the Authority under the contract.
- 2.5 **Subject-to-Appropriations.** All payments and other performances by the City under this Cooperation Agreement are subject to approval by the City Council and annual or periodic appropriations therefor by the City Council. It is understood and agreed between the City and the Authority that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purposes of performing this Cooperation Agreement. Under no circumstances shall the City's total liability under this Cooperation Agreement exceed the total amount of the funds appropriated by the City Council for the City's performance of this Cooperation Agreement.
- 3.0 **Obligations and Rights of the Authority.**
 - 3.1 **Acceptance of Coliseum Parcel.** Upon the City's delivery of the deed to the Coliseum Parcel for which Section 2.1 of this Cooperation Agreement provides (the "City to Authority Conveyance"), the Authority shall accept and properly record such deed in the land records of the Circuit Court of the City of Richmond, Virginia in a timely manner.

- 3.2 **Solicitation Process.** Within six months of the City to Authority Conveyance, the Authority shall commence a competitive solicitation process seeking offers for the sale of the Coliseum Parcel and subsequent redevelopment thereof. The solicitation shall include reference to redevelopment objectives that are generally consistent with the City Center Plan, including the list of potential equitable development benefits contained therein and those listed in Exhibit B attached hereto entitled "Anticipated Minimum Community Benefits." In evaluating responses to the solicitation, the Authority shall consider a variety of factors, which, to the extent permitted by law, shall include but are not limited to: (i) purchase price, the evaluation of which may incorporate any additional non-monetary value, as determined by the Authority upon consultation with City staff, associated with demolition of the Coliseum and any public infrastructure the offeror proposes to complete at its expense; (ii) minimum capital investment and anticipated tax revenues generated; (iii) development program (including private components and any public infrastructure offeror proposes to complete at its expense) and consistency thereof with the City Center Plan as well as the phasing/timeline for completion; (iv) community/equitable development benefits, (v) qualifications of offeror/ability to complete project.
- 3.3 **Required Conditions.** Any resulting conveyance of the Coliseum Parcel from the Authority to a third-party ("Authority to New Owner Conveyance") shall be conditioned upon the following.
- A. The New Owner shall demolish the Coliseum and complete any necessary environmental remediation within 12 months of the Authority to New Owner Conveyance.
 - B. The New Owner shall complete development of the Coliseum Parcel within 42 months of the Authority to New Owner Conveyance in accordance with terms, conditions, development requirements, and obligations set forth in a development agreement or such other appropriate contractual document(s) between the Authority and the New Owner, which shall (i) define any minimum parameters/standards/specifications for such development requirements and obligations (including an obligation to construct the public right-of-way/public infrastructure necessary to reconnect the street grid as generally shown in the City Center Plan) and (ii) to the extent permitted by law, include requirements and other provisions related to the inclusion of community/equitable development benefits during construction as well as ongoing operations.
 - C. Prior to completion of the required development thereupon, the New Owner shall not make any conveyance of the Coliseum Parcel or any part thereof unless authorized by the Authority in writing, with the exception of any dedication of real estate and associated improvements to the City for use as public-right-of-way or other public infrastructure, provided such real estate and improvements are expressly accepted by the City. In the event any conveyance from the New Owner to a third-party is authorized by the Authority in writing, such conveyance shall impose upon the entity receiving the conveyance all such terms, conditions, development requirements, and obligations to which the New Owner is subject

and shall preserve all remedies that the Authority may have available for failure to comply therewith.

- D. Beginning upon the Authority to New Owner Conveyance, and at all times thereafter, the Coliseum Parcel, the improvements thereon, and any portions thereof or interests therein shall be and shall remain subject to real estate taxation without any exemptions, credits, or other provisions that would reduce the amount of real estate taxes due and paid to the City. If, for any reason, the Coliseum Parcel, the improvements thereon, or any portions thereof or interests therein are not subject to real estate taxation, the New Owner shall pay to City annually an amount equal to the real estate taxes that would be required to be paid if subject to real estate taxation at the then-current tax rates without any exemptions, credits, or other provisions that would reduce the amount of real estate taxes due and paid to the City. Provided, however, that (i) the foregoing shall not apply to any portion of the Coliseum Parcel and associated improvements dedicated to the City for use as public-right-of-way or other public infrastructure, provided such real estate and improvements are expressly accepted by the City and (ii) in the event that title to the Coliseum Parcel reverts to the Authority due to the New Owner's failure to comply with any terms, conditions, development requirements, or obligations, as contemplated in section 3.4 below, the foregoing shall not apply from such time title reverts to the Authority until such time, if any, title is subsequently conveyed from the Authority to any party other than the City.

- 3.4 **Legally Binding Terms and Conditions.** The Authority shall secure the performance of the required conditions set forth in section 3.3 above and such other conditions the Authority may deem necessary to ensure the acceptable redevelopment of the Coliseum Parcel (i) by requiring the New Owner enter into a development agreement or such other appropriate contractual document(s), (ii) by reserving in the deed effectuating the Authority to New Owner Conveyance a right to reversion of title or other appropriate future interest to the Authority in the event the New Owner fails to comply with certain terms, conditions, development requirements, or obligations, or (iii) through a combination of development agreement and appropriate deed restrictions.

- 3.5 **Use of Proceeds to Further Economic Development Objectives.** Consistent with the purposes for which it was organized, the Authority shall use any monetary proceeds it receives from the sale of the Coliseum Parcel to take such actions it deems appropriate to further of the City's economic development objectives and redevelopment initiatives.

- 3.6 **Failure to Facilitate Redevelopment; City Right to Require Reversion of Title.**

- A. In the event the Authority does not convey the Coliseum Parcel to a New Owner within 24 months of the City to Authority Conveyance, then the City, in its sole discretion, may require that the Authority convey title back to the City by

providing written notice thereof to the Authority. Upon receipt of such written notice from the City, the Authority shall promptly take such actions necessary to convey title to the City.

- B. In the event the Authority conveys title to the Coliseum Parcel to a New Owner and title to the Coliseum Parcel or any portion thereof subsequently reverts to the Authority due to the New Owner's failure to comply with any terms, conditions, development requirements, or obligations, as contemplated in section 3.4 above, the City, in its sole discretion, may require that the Authority convey title back to the City by providing written notice thereof to the Authority. Upon receipt of such written notice from the City, the Authority shall promptly take such actions necessary to convey title to the City.

3.7 Limitations on Authority's Obligations.

- 3.7.1 **Authority Liability.** It is the intent of the parties not to impose upon the Authority any responsibility other than what may be required to consummate the transactions contemplated by and perform the obligations specified in this Cooperation Agreement. Accordingly, the Authority does not assume any responsibility or liability whatsoever except as specifically stated herein. Should any liability accrue to the Authority which is not specifically addressed in this Cooperation Agreement, the Authority shall not be required to expend funds the Authority derives from sources other than those provided for by this Cooperation Agreement to discharge such liability. If a lawsuit involving the subject matter of this Cooperation Agreement is filed or expected to be filed against the Authority, the Authority shall immediately notify the City Attorney and Chief Administrative Officer.

- 3.7.2 **Availability of Funds.** The Authority's obligation to undertake and perform the activities required of the Authority herein is specifically conditioned on the availability of funds sufficient for the Authority to perform the Authority's obligations hereunder.

4.0 Miscellaneous Provisions.

- 4.1 **Audit.** Pursuant to section 2-187 of the Code of the City of Richmond, the Authority shall, as a condition of receiving monies from the City, be subject to periodic audits of its finances and expenditures of such City monies by the City Auditor on demand and without notice.
- 4.2 **Captions.** All section titles or captions in this Cooperation Agreement are for convenience of reference only. They should not be deemed to be part of this Cooperation Agreement or to in any way define, limit, extend, or describe the scope or intent of any provisions of this Cooperation Agreement. Except as specifically otherwise provided, references to "Sections" and "Exhibits" are references to Sections of and Exhibits to this Cooperation Agreement.
- 4.3 **Counterparts.** This Cooperation Agreement may be executed by the City and the Authority in separate counterparts, each of which when so executed and delivered shall be

an original, but all such counterparts shall together constitute but one and the same Cooperation Agreement.

- 4.4 **Entire Agreement.** This Cooperation Agreement contains the entire understanding between the City and the Authority and supersedes any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the City and the Authority relating to the subject matter of this Cooperation Agreement that are not fully expressed in this Cooperation Agreement.
- 4.5 **Governing Law and Forum Choice.** All issues and questions concerning the construction, enforcement, interpretation and validity of this Cooperation Agreement, or the rights and obligations of the City and the Authority in connection with this Cooperation Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia. Any and all disputes, claims and causes of action arising out of or in connection with this Cooperation Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia.
- 4.6 **Modifications.** This Cooperation Agreement may be amended, modified and supplemented only by the written consent of both the City and the Authority preceded by all formalities required as prerequisites to the signature by each party of this Cooperation Agreement.
- 4.7 **No Assignment.** This Cooperation Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto; provided, however, that in no event may this Cooperation Agreement or any of the rights, benefits, duties or obligations of the parties hereto be assigned, transferred or otherwise disposed of without the prior written consent of the other, which consent neither party shall be obligated to give.
- 4.8 **No Individual Liability.** No director, officer, employee or agent of the City or the Authority shall be personally liable to another party hereto or any successor in interest in the event of any default or breach under this Cooperation Agreement or on any obligation incurred under the terms of this Cooperation Agreement.
- 4.9 **No Third-Party Beneficiaries.** Notwithstanding any other provision of this Cooperation Agreement, the City and the Authority hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Cooperation Agreement; (ii) the provisions of this Cooperation Agreement are not intended to be for the benefit of any individual or entity other than the City or the Authority; (iii) no individual or entity shall obtain any right to make any claim against the City or the Authority under the provisions of this Cooperation Agreement; and (iv) no provision of

this Cooperation Agreement shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Cooperation Agreement.

- 4.10 **Notices.** All notices, offers, consents, or other communications required or permitted to be given pursuant to this Cooperation Agreement shall be in writing and shall be considered as properly given or made if delivered personally, by messenger, by recognized overnight courier service or by registered or certified U. S. mail with return receipt requested, and addressed to the address of the intended recipient at the following addresses:

A. To Authority:

Chairman
Economic Development Authority of the City of Richmond, Virginia
1500 East Main Street, Suite 400
Richmond, Virginia 23219

Executive Director
Economic Development Authority of the City of Richmond, Virginia
1500 East Main Street, Suite 400
Richmond, Virginia 23219

B. To the City:

Chief Administrative Officer
900 East Broad Street, Suite 201
Richmond, Virginia 23219

Either party may change any of its address information given above by giving notice in writing stating its new address to the other party.

- 4.11 **Public Records.** The City and the Authority acknowledge and agree that this Cooperation Agreement and any other records furnished, prepared by or in the possession of the City or the Authority may be subject to the retention and disposition requirements of the Virginia Public Records Act and the public disclosure requirements of the Virginia Freedom of Information Act.
- 4.12 **Authorization to Act.** The Chief Administrative Officer of the City of Richmond, Virginia or a designee thereof is authorized to act on behalf of the City under this Agreement.

SIGNATURES ON FOLLOWING PAGE

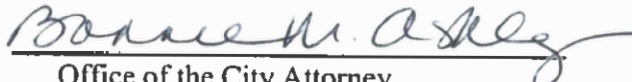
IN WITNESS WHEREOF, the parties have executed this Cooperation Agreement as of the day and year first written above.

CITY OF RICHMOND, VIRGINIA
a municipal corporation and political subdivision of
the Commonwealth of Virginia

By: _____
J.E. Lincoln Saunders
Chief Administrative Officer

(As Authorized by Ord. No. _____)

APPROVED AS TO FORM:


Office of the City Attorney

**ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF RICHMOND, VIRGINIA**
a political subdivision of the Commonwealth of
Virginia

By: _____
Chairman

APPROVED AS TO FORM:

General Counsel to the Authority