

**REQUEST FOR PROPOSAL FOR PURCHASE AND REDEVELOPMENT OF  
ATLANTA BELTLINE, INC. AND/OR INVEST ATLANTA – OWNED/CONTROLLED  
PROPERTY**

**LOCATED AT 670 DEKALB AVENUE IN LAND LOT 20, OF THE 14 DISTRICT,  
ATLANTA, FULTON COUNTY, GEORGIA**

**RFP NO. 2015-DEVELOPMENT 1**

**RFP DATE: FEBRUARY 4, 2015**

**ISSUED BY: ATLANTA BELTLINE, INC.  
100 PEACHTREE STREET NE, SUITE 2300  
ATLANTA, GEORGIA 30303**



**TABLE OF CONTENTS**

**SECTION 1 GENERAL INFORMATION, BACKGROUND AND INSTRUCTIONS .....1**  
    General.....1  
    Atlanta BeltLine, Inc. and Overview of the Atlanta BeltLine Organizational  
    Structure.....1  
    Procurement Objective .....1  
    Potential Public Incentives Available (But Not Guaranteed) for This Property .....3  
    Property Description .....3  
    Brief Description of the Atlanta BeltLine Redevelopment Plan .....3  
    Information and Inquiries .....4  
    Reference Information Documents.....5  
    Overview of Proposal Selection Process .....6  
    Proposal Submissions and Clarifications; Open Government Laws .....7  
    Independent Price/Cost Determination.....8  
    Adjacent Property .....9  
    Selection Process .....9  
    Earnest Money Deposit/Option Price .....10  
    Reservation of Rights .....10  
**SECTION 2 PROPOSAL SCOPE OF PROJECT.....11**  
    Site Development Goals for the Property.....11  
    Scope of Project.....12  
**SECTION 3 INFORMATION REQUIRED FROM ALL OFFERORS.....13**  
    Format of Proposal .....13  
    References.....14  
**SECTION 4 ADDITIONAL ADMINISTRATIVE DETAILS.....15**  
    General Administrative Matters.....15  
    Terms and Conditions.....16

**APPENDICES**

- A. Proposal Letter to be completed and returned with the Proposal
- B. Property and Corridor Site Map

**EXHIBITS**

- A. Legal Description
- B. Reference Information Documents
- C. Term Sheet for Purchase & Sale Agreement
- D. Preliminary Design Layout and Cross Sections
- E. First Source Job Policy Information
- F. Addendum Confirmation

## SECTION 1

### GENERAL INFORMATION, BACKGROUND AND INSTRUCTIONS

#### General

The opportunity presented in this Request for Proposals ("RFP") is generally described in the Scope of Services, and proposals must be submitted in accordance with the specifications in this RFP. Any proposal that does not conform fully to these instructions may be rejected, at the sole discretion of Atlanta BeltLine, Inc. ("ABI").

#### Atlanta BeltLine, Inc. and Overview of the Atlanta BeltLine Organizational Structure

ABI is issuing this RFP as part of its implementation of the Atlanta BeltLine Redevelopment Plan, as briefly summarized herein. ABI is seeking responses from qualified firms/teams ("Offerors") for proposals concerning the purchase and redevelopment/development of the Property identified in "Procurement Objective" below, in connection with the implementation of a portion of the Atlanta BeltLine Redevelopment Plan.

The "Atlanta BeltLine Project," as it is commonly referred to, is a complex, public infrastructure-driven project, undertaken with the participation of a number of key partners and stakeholders – both governmental and private sector. It is comprised of a wide variety of project elements, all with unique planning, design and implementation characteristics. In order to provide a centralized, strategic structure for implementing the Atlanta BeltLine Project, ABI was formed by The Atlanta Development Authority (dba "Invest Atlanta") to lead its implementation. ABI and City staff members function together in a coordinated effort as the "Atlanta BeltLine Team." Additionally, there are a number of other partners/stakeholders, including the Atlanta BeltLine Partnership, PATH Foundation, Trees Atlanta, and MARTA, which play a key role in the Atlanta BeltLine Project's implementation.

ABI reserves the right to award the right to purchase and redevelop/develop all or a portion of the Property (as defined hereinafter) to one Offeror, or, to the extent practicable, to award the right to purchase and redevelop/develop distinct portions of the Property to separate Offerors. Individual firms and teams responding to this RFP must demonstrate the capability and resources to consummate the financial closing, as well as the timely redevelopment/development of the Property (or portions thereof) awarded to them.

#### Procurement Objective

ABI is seeking high quality proposals for the purchase and redevelopment or/development of select ABI-owned/controlled parcels of land located in Atlanta, Georgia, at or about 670 DeKalb Avenue NE, Atlanta, GA 30307, as further identified in this RFP (the "Property"). It is anticipated that any development or redevelopment activity taking place on this Property will be consistent with the City of Atlanta BeltLine Overlay District Regulations and the Atlanta BeltLine Master Plan Sub-Area 5: Freedom Parkway, City of Atlanta Ordinance 09-O-0129 as well as the Atlanta BeltLine Redevelopment Plan adopted by the City Council of the City of Atlanta in connection with the approval and creation of the City of Atlanta Tax Allocation

District Number Six – BeltLine (the "Atlanta BeltLine TAD"). The Property is located on the Atlanta BeltLine Corridor, as further described under the caption "Property Description" below.

Goals for the Property

- Successful integration of the Atlanta Beltline trails and transit within the proposed development project.
- Generate the best economic value to ABI considering the cash price in combination with other priorities.
- Increase residential density, diversity, and design quality.
- Increase the supply and availability of affordable workforce housing.
- Increase retail/commercial units along the Edgewood and DeKalb Corridors.
- Maximize Atlanta BeltLine TAD revenue to the City generated by this Property.
- Add jobs in the Atlanta BeltLine Plan Area.

Our vision for the Project

- A project design that is appropriate in, consistent with and an enhancement to this revitalizing area between Edgewood and DeKalb Avenues and nearby existing neighborhoods, along with being a Gateway to the Eastside trail.
- A pedestrian-friendly urban design that relates well to the street, the Atlanta BeltLine Corridor, planned transit, adjacent developments, and other public improvements, with setbacks which increase as building height increases.
- Projects that will help encourage and precipitate revitalization of the area.
- For projects which include multi-family rental housing elements, a minimum of 20% of units affordable to individuals and families earning up to 60% of Area Median Income ("AMI") adjusted by family size, as defined by the U.S. Department of Housing and Urban Development (HUD) for a minimum affordability period of 30 years, and for projects with owner-occupied housing elements, a minimum of 20% of for sale units affordable to individuals or families earning up to 80% of AMI (for one or two person households) and up to 115% of AMI (for households with three or more persons). The affordable, for sale housing units must also meet the HUD 203(B) purchase price limits. All affordable units will be comparable in size and quality to the market rate units. All affordable housing units should be spread across all bedroom typologies.
- A project which is developed so as to comply with requisite noise and vibration easements needed to facilitate the planned transit improvements. The property will be conveyed subject to a noise and vibration easement utilized by ABI which shall run with the title to the land.
- A project that provides parking spaces, built to the City's specifications. The parking needs of the building shall be provided for by the developer separate from those public spaces on site at the developer's sole expense..
- A project that will include a number of environmentally sensitive design features that follow Leadership in Energy and Environmental Design (LEED) standard and/or Earthcraft or National Green Building Standard.
- Accommodations for trail along the eastern and southern property line and transit running underneath the property. Refer to the Preliminary Design Layout provided in Exhibit D.
- ABI will require an easement for construction of transit as well as a permanent easement for the future transit corridor.

## **Potential ABI and Public Incentives Available (But Not Guaranteed) for This Property**

### **Entitlements**

ABI and Purchaser shall work together on the entitlements for this property. ABI will participate in neighborhood, NPU and City zoning meetings supporting a collaborative site design. ABI may facilitate and coordinate with Invest Atlanta and the City of Atlanta on necessary approvals.

### **Environmental Assistance**

ABI is willing to provide assistance with potential environment clearance issues associated with this Property.

### **Engineering Assistance**

A future Atlanta Streetcar alignment will likely include the streetcar traveling under the proposed development at 670 DeKalb. In addition to any geotechnical investigation required for the proposed development, an evaluation of the required site preparation associated with constructing transit after the construction of a mixed use structure is also required. It is ABI's intent to combine the two geotechnical investigations so that ABI and the developer can realize efficiencies where possible.

Gunby Avenue will become the ABI pedestrian trail. The trail will require a 25' ROW and the remainder of this ROW may be available to the Purchaser for utilization in their project. Due to the proposed relocation of the trail from the current ABI corridor, ABI may be willing to swap property for the trail corridor as a part of this transaction. If a swap is desired, ABI will coordinate approvals with Invest Atlanta and the City of Atlanta.

## **Property Description**

The Property is approximately 1.72 (+/-) acres with frontage located along DeKalb Avenue. A parcel site map is attached hereto as **Appendix B**. The Property includes frontage on the Atlanta BeltLine Corridor. The existing ABI corridor will be relocated to Gunby Street, and the existing corridor square footage of approximately .39 acres may be included in the total area of the Property.

Currently this Property is zoned I2 Heavy Industrial. The proposed project design should be reflective of the Subarea 5 Master Plan, massing and density consistent with zoning and other developments in the immediate area. This Property is located in the Atlanta BeltLine TAD including the BeltLine Overlay District, the BeltLine Overlay District Guidelines, and The Inman Park Historic District Overlay and is therefore subject to various other covenants, conditions, restrictions, requirements and/or public policy objectives designed to assist the City and ABI in implementing the Atlanta BeltLine Project and achieving its related vision.

## **Brief Description of the Atlanta BeltLine Redevelopment Plan**

The Atlanta BeltLine Redevelopment Plan (the "Redevelopment Plan") details a conceptual framework of proposed land uses, locations of new parks and trails, a transit system, and activity

centers that would support higher intensity uses in the Atlanta BeltLine corridor. It also frames the vision for economic development, reuse of contaminated properties, preservation of historic buildings and the addition of affordable workforce housing. The Redevelopment Plan was adopted by the City Council of the City of Atlanta in November 2005, and provided the framework for approval of the City of Atlanta's Tax Allocation District Number Six – BeltLine (the "Atlanta BeltLine TAD) by the City, Fulton County and the Atlanta Public Schools. The Redevelopment Plan is available at <http://beltlineorg.wpengine.netdna-cdn.com/wp-content/uploads/2012/05/Atlanta-BeltLine-Redevelopment-Plan.pdf>. More recently, ABI has adopted a Strategic Implementation Plan or "SIP" for the Atlanta BeltLine, a copy of which can be found at in the RID information described below.

### **Information and Inquiries**

A mandatory pre-submittal meeting will be held at 4:00 p.m. on February 12, 2015. Requests for information must be made in writing, and unwritten questions and any verbal responses and/or comments will not be binding. All inquiries must be received by ABI by 5:00 p.m., on February 19, 2015.

Should any prospective Offeror be in doubt as to the true meaning of any portion of this RFP, or should the prospective Offeror find any ambiguity, inconsistency, or omission herein, such person or entity shall make a written request for an official interpretation or correction. All questions concerning the solicitation and specifications shall be submitted in writing via e-mail or fax to the ABI representative named below. You are encouraged to submit your questions via email.

ABI's staff will make such interpretations or corrections, as well as provide any supplemental or amendatory RFP provisions which ABI may decide to include, but only as a RFP addendum or as officially published responses available to all potential Offerors as provided in this RFP. Staff will mail or deliver (including electronic delivery or web posting) addenda to each prospective Offeror recorded as having received a copy of the RFP. Any addendum issued by ABI shall become a part of the RFP. Offerors should consider issued addenda in preparing his or her proposal. Offerors shall insert the information regarding any issued addendum and submit a completed form. A copy of this form can be found in Exhibit F. Offerors shall sign and return the Addendum Acknowledgment Form with the Proposal.

ABI will provide all written questions and responses to interested Offerors digitally by 5:00 p.m. on February 27, 2015.

Inquiries regarding this RFP should be directed by email, writing or fax to:

**Stacy Patton**  
**Director of Real Estate and Asset Management**  
**Atlanta BeltLine, Inc.**  
**100 Peachtree Street, NE, Suite 2300**  
**Atlanta, Georgia 30303**  
**Fax: (404) 477-3004**  
**Email: [spatton@atlbeltline.org](mailto:spatton@atlbeltline.org)**

*With an electronic copy to:*

**Kim Nicholson, Procurement Manager**

[knicholson@atlbelpline.org](mailto:knicholson@atlbelpline.org)

Offerors must strictly limit their contact to the Director of Real Estate and Asset Management when seeking information on matters related to the Property transaction or the selection process. Written questions or comments are the only permitted method of communication, and ABI responses will be disclosed to all Offerors by posting same on the ABI website, unless they are clearly of a proprietary nature (as determined by ABI). Improper contact may result in disqualification from this procurement process and all subsequent phases of the Project. See also Terms and Conditions.

### **Reference Information Documents**

Numerous planning and other analyses have been performed in respect to the Atlanta BeltLine Project and are available for public inspection. Certain of these documents are referenced in **Exhibit B** (Reference Information Documents) attached hereto. Offerors are advised to read and be familiar with each of these documents prior to submitting a Proposal.

In addition to the above, the City of Atlanta ordinance requirements for planning, zoning, building, and parking can be accessed via the website currently maintained by Municode located at: <http://library.municode.com/index.aspx?clientId=10376> or requested from the City's Department of Planning and Development located at 55 Trinity Avenue, SW, Suite 1450, Atlanta, Georgia 30303, whose general telephone number is (404) 330-6070. A supplemental packet of Reference Information Documents (the "RID") regarding the Property will be made available to requesting potential Offerors by ABI by operation of a limited access web site or file sharing location (<http://beltline.org/about/work-with-us/rfps-and-rfqs-2/>). A list of the names of the documents and materials included in the RID is set forth in Exhibit B.

***ABI does not warrant or guarantee the accuracy of the Reference Information Documents provided under or otherwise described in this RFP.*** Rather, ABI is providing the related documents and information for background purposes only and not for any other purpose. Potential Offerors are not relieved of their responsibility – and are encouraged – to make personal investigations of the Property and all such Reference Information Documents, and shall determine to its own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved, and all other factors affecting the propriety of purchasing the Property, planning, designing and financing its development or redevelopment, as the case may be, and undertaking any other development or redevelopment activities contemplated by this RFP or incidental to any other private development activity. In addition, ABI cannot and will not guarantee the timing or completion of all or any portion of the transit and other public improvements contemplated by it and/or the City in connection with the implementation of the Atlanta BeltLine Vision. Potential Offerors will assume all risk associated with the ownership of the Property, as and to the extent such is transferred to one or more of them as contemplated in this RFP. As and to the extent awarded, and contingent on execution of, and subject to the terms and conditions of, definitive documents and the related conveyance of title or interests therein to



the winning Offeror, the Property will be conveyed "As is, where is" with all faults, latent or patent, and without warranty, express or implied.

**Overview of Proposal Selection Process**

ABI shall award a contract for the Property (or interests therein) to one or more Offeror(s). The first step will consist of an evaluation of all Statements of Qualifications (“SOQs”) (setting forth the Offeror’s experience with similar projects and catalytic undertakings) and selection of a short list of Offerors for interviews. For purposes of clarification, the SOQ forms an integral part of the RFP, and the SOQs will be evaluated and scored prior to the evaluation of any other components of the Proposals. The second step will consist of an extensive interview of the most qualified Offerors with the designated interview panel consisting of Atlanta BeltLine, Inc. staff and others. The Offeror(s) selected for interviews will submit a proposal including price offers for the Acquisition Price of the Property and make a short presentation to the interview panel outlining the Offerors' approach to the development of similar projects, as well as other relevant experience. Negotiations on pricing and scope allocation may then be conducted with one or more Offerors at ABI’s discretion.

ABI reserves the right to award the Property to the Offeror or team of Offerors whom it deems the most responsible and most likely to develop the Property in a manner which is in the best overall interest of the advancement and attainment of the public policy and other objectives of the Atlanta BeltLine Project, and not necessarily to the Offeror or team of Offerors proposing to pay the highest price for the Property. ABI further reserves the right to modify the procurement process in a manner that serves the interests of ABI, including but not limited to: extending submission dates; extending timeline for selection, re-sequencing, deleting, or adding steps in the process; rejecting all SOQs; or re-advertising. Under no circumstances shall ABI be liable for any cost or expense incurred by any Offeror or member of a Offeror team in connection with the procurement process.

**Proposed RFP and Evaluation Schedule**

RFP Issued	February 4, 2015
Pre-Proposal Meeting – <b>Mandatory</b>	February 12, 2015
Deadline for Submittal of Questions by Potential Offerors	February 19, 2015
Publication Date for Responses to Questions	February 27, 2015
<b>RFP Proposals Due Date (by 5:00 P.M. EST)</b>	March 6, 2015
RFP Interviews by Evaluation Committee, week of	March 16, 2015

The above schedule is subject to change at the absolute and unfettered discretion of ABI.



## **Proposal Submissions and Clarifications; Open Government Laws**

Proposals must be submitted in the proposal format required. Sealed Proposals must be received by March 6, 2015 at 5:00 p.m. (personal or courier deliveries shall be to Suite 900). Each Proposal must be enclosed in a sealed envelope, endorsed across one end as follows: **[RFP NO. 2015-DEVELOPMENT 1, REQUEST FOR PROPOSAL FOR PURCHASE AND REDEVELOPMENT OF ABI-OWNED/CONTROLLED PROPERTY LOCATED AT 670 DEKALB AVENUE, ATLANTA, GEORGIA 30307]**.

One original and three (3) copies of the Proposal and an electronic version of the Proposal in Adobe Acrobat format shall be submitted, with the **Acquisition Price Proposal submitted separately in a sealed and marked envelope**. The information included therein should be as concise as possible. To be considered, each Offeror must submit a complete Proposal using the format found in Section 3 of this RFP. No other distribution of the Proposal is to be made by the submitting Offeror. Each Proposal must be signed by an official authorized to bind the Offeror to its Proposal provisions.

### **Submit (1) original and (3) copies and one digital copy of the Response to:**

Atlanta BeltLine, Inc.  
Attention: Procurement Officer  
100 Peachtree Street, NW, Suite 2300<sup>1</sup>  
Atlanta, Georgia 30303

Proposals must be received no later than March 6, 2015 at 5:00 p.m. EST. Proposals received after the deadline will be deemed unacceptable for further consideration. Regardless of the delivery method the Offeror is responsible for the actual delivery of the Proposals to ABI's office as of the deadline. Each Offeror must agree to honor their Proposal for a period of one hundred twenty (120) days from the Proposal due date. All Proposals become the property of ABI after the deadline whether awarded or rejected.

All Offerors should obtain and thoroughly familiarize themselves with the Georgia Open Records Act (O.C.G.A. § 50-18-70, *et seq.*) and the Georgia Open Meetings Act (O.C.G.A. § 50-14-1, *et seq.*) (collectively, the "Open Government Laws") applicable to the issues of confidentiality and public information. ABI will not advise a Offeror as to the nature or content of documents entitled to protection from disclosure under the Open Government Laws, as to whether or to what extent documents submitted with their Proposal are or may be exempt from the Open Government Laws, as to the interpretation of such laws, or as to the definition of "proprietary." Each Offeror shall be solely responsible for determining the application and requirements of Open Government Laws. All written correspondence, exhibits, photographs, reports, printed material, tapes, electronic discs, and other graphic and visual aids submitted to ABI during this procurement process are the property of ABI, may not be returned to the submitting parties, and are subject to the Open Government Laws.

Georgia law also recognizes a protection from public disclosure for information which is determined to be a "trade secret." Each Offeror shall be responsible for clearly identifying and

---

<sup>1</sup> For all physical deliveries, please use Suite 900.

labeling any document contained in its Proposal Plan as "Proprietary" or "Trade Secret" that the Offeror has reasonably determined meets the definition of "proprietary" under Section 32-2-80(a)(4) of the Official Code of Georgia Annotated (the "Code"), a "trade secret" under Article 27 of Chapter 1 of Title 10 of the Code, or which is otherwise exempt from disclosure under Section 50-18-72 of the Code or any other applicable law. In addition, and as it relates to "trade secrets," any Offeror submitting and wishing to keep records containing trade secrets confidential shall submit and attach to all such records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Code. Offerors are advised that the designation of "proprietary" or "trade secret" with respect to any documents or other information submitted shall not be binding on ABI or determinative of any issue relating to confidentiality. Further, blanket "proprietary" or "trade secret" designations by a Offeror shall be considered non-responsive. In no event shall ABI or any of its agents, representatives, consultants, directors, officers or employees be liable to a Offeror or Offeror team member for the disclosure of all or a portion of a Proposal response submitted under this RFP.

If ABI receives a request for public disclosure of all or any portion of the materials identified as confidential (that is, materials which are propriety or include an asserted trade secret) in a Proposal, ABI will endeavor to notify the applicable Offeror of the request; but in all cases, ABI will follow the requirements placed upon it under the Open Government Laws. The Offeror may seek, at its own cost and expense, a protective order, injunction or other appropriate remedy. If ABI determines in good faith that the materials identified as "proprietary" or as a "trade secret" are not exempt from the Open Government Laws, unless otherwise ordered by a court of competent jurisdiction, ABI will release the requested information. By submitting documents to ABI, each Offeror agrees and affirms that ABI shall have the unqualified right to make the final determination regarding whether the requested information is to be disclosed or withheld.

It should be noted that, other than private financial information and the Acquisition Price Proposal, submission contents will not be deemed proprietary information or trade secret protected.

ABI accepts no financial responsibility for costs incurred by any Offeror in responding to this RFP. By responding to this RFP the Offeror agrees to hold ABI, Invest Atlanta, and the City of Atlanta harmless in connection with the release of any information contained in its Proposal.

### **Independent Price/Cost Determination**

1. By submission of a Proposal, the submitter certifies in connection with its Proposal:
  - (a) It has arrived at the proposed purchase price (the "Acquisition Price Proposal") and projected costs to be borne by it in connection with the development or redevelopment activities described in the Proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such fees with any other Offeror or with any competitor;
  - (b) Unless otherwise required by law, the costs which have been quoted in the Proposal have not been knowingly disclosed by the submitter and will not

- knowingly be disclosed by the submitter prior to Award directly or indirectly to any other prospective Offeror or to any competitor; and,
- (c) No attempt has been made or shall be made by the Offeror to induce any other person or firm to submit or not submit a Proposal for the purpose of restricting competition.

2. Each person signing the Proposal certifies that he/she is the person in the Offeror's organization responsible within that organization for the decision as to the Acquisition Price Proposal being offered in the Proposal and has not participated (and will not participate) in any action contrary to 1(a)-(c) above.

3. A Proposal will not be considered for Award if it includes any statements or assumptions, or if the Acquisition Price Proposal is dependent upon such altered statements or assumptions, which serve to defeat, delete, amend or otherwise modify the certifications required to be made by the Offeror in 1(a) or 1(c) above. If certification 1(b) has been modified or deleted, the Proposal will not be considered for Award unless the Offeror furnishes with the Proposal a signed statement, which sets forth in detail the circumstances of the disclosure, and ABI determines, in its sole discretion, that such disclosure was not made for the purpose of restricting competition. The conditions herein are not designed to prohibit a potential Purchaser including any contingencies or referencing any assumptions which would impact the value of the Acquisition Price offer.

4. ABI shall be entitled to reasonable transaction costs incurred by ABI in facilitation of the RFP process. This fee shall be designated as a transaction fee in the Purchase and Sale agreement and on the Closing Statement.

### **Adjacent Property**

Any Proposal that states or suggests that it will include adjacent property must verify the Offeror's ownership of said property or the commitment of adjacent property owners with a signed option to purchase from that property owner or other reasonably acceptable evidence of ownership or control thereof upon submission of the RFP response. Evidence of adjacent property control shall not count against the page limitation for Proposals as otherwise indicated in this RFP.

### **Selection Process**

The Selection Committee for this RFP will consist of representatives of ABI. The Selection Committee will initially evaluate responses to the RFP to decide which Offeror(s), if any, they will interview. For the initial evaluation, they will not consider Acquisition Price Proposals. For this reason, the Acquisition Price Proposal **must** be separately submitted in a sealed and marked envelope. Before the interview(s), the Acquisition Price Proposal(s) of the Offeror(s) selected for interview will be opened and reviewed.

The Selection Committee then may schedule the interviews with the selected Offerors. The selected Offeror(s) will be given the opportunity to discuss in more detail their qualifications, past experience, proposed development plan and Acquisition Price Proposal during the interview

process. The interview shall consist of a presentation of approximately thirty (30) minutes by the Offeror, including the person who will be the project manager on this Contract, followed by approximately thirty (30) minutes of questions and answers. Audiovisual aids may be used during the oral interviews. Following the presentation, the Selection Committee may request additional financial or project information. Interviewed Offerors will be re-evaluated after the interview and ranked. The highest-ranked Offeror(s), will be recommended by the Selection Committee to ABI's Board of Directors for the award of the sale of the Property (the "Award"), contingent upon negotiation, execution and delivery of definitive agreements related to the purchase, sale and proposed development/redevelopment of the Property deemed satisfactory to ABI, in its sole discretion.

After the Award, ABI will proceed with negotiations of a mutually acceptable Purchase and Sale Agreement and/or Option Agreement, on the terms and conditions that are expected to be substantially similar to those set forth in Exhibit C – Term Sheet (attached hereto), with the highest ranked Offeror(s). Notwithstanding the foregoing, the final terms and conditions relating to the acquisition and sale of the Property may be subject to financing, development commencement, title or other conditions or contingencies, as reasonably determined by ABI.

The Purchase and Sale Agreement and/or Option Agreement, as the case may be, will not contain any assurances of any rezoning or site plan approvals necessary to complete the proposed project. ABI will provide for a reasonable time in which to obtain such approvals before closing. The Selected Offeror must secure and pay for all plan review fees necessary for the prosecution of its proposal. If a Purchase and Sale Agreement and/or Option Agreement is not successfully negotiated, executed and delivered by ABI and the highest ranked Offeror(s), ABI, at its sole option, may choose to initiate negotiations with any other qualified Offeror, or reopen the entire process. ABI reserves the right to not consider any Proposal that it determines to be unresponsive and/or deficient in any of the information requested for evaluation. A Proposal with all the requested information does not guarantee the proposing firm or person to be a candidate for an interview. The Selection Committee may contact references to verify material submitted by the Offerors.

### **Earnest Money Deposit/Option Price**

As a good-faith commitment to proceed, a **Thirty Thousand Dollar (\$30,000)** nonrefundable earnest money deposit or option price, as applicable, will be required upon the execution of a Purchase and Sale Agreement and/or Option Agreement with ABI. The non-refundable deposit or option price, while non-refundable, will be applied to the purchase price upon closing on the sale of the Property.

### **Reservation of Rights**

ABI expressly reserves the right to accept any Proposal, to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal and to make the Award in any manner which it believes to be in its best interest.

## **SECTION 2**

### **PROPOSAL SCOPE OF PROJECT**

#### **Site Development Goals for the Property**

ABI wishes to advance a number of important goals of the Atlanta BeltLine Redevelopment Plan and the Atlanta BeltLine Vision in the sale, development or redevelopment, as the case may be, and use of the Property. The required elements for any Proposal must include:

1. Mixed-use development for the site.
2. Housing for a diversity of people, including a minimum of 20% of the housing units meeting the affordability goals as described in the "Vision for This Project" on page 2 of Section 1.
3. The provision of parking consistent with the intensity of the proposed development and in keeping with the City-imposed requirements for same.
4. The provision of below-grade or otherwise hidden structured parking on the site for the parking needs of the development.
5. Pedestrian-friendly design of all street and Atlanta BeltLine corridor frontages in keeping with the BeltLine Overlay District and the images provided in Exhibit D.
6. A project that will include a number of environmentally sensitive design features that follow Leadership in Energy and Environmental Design (LEED), Earthcraft, National Green Building Standards or Enterprise Green Community standards and, with respect to housing elements, meet the Earthcraft standards applicable to the Atlanta BeltLine Project.
7. A maximal financial return to ABI for the sale of the Property, as well as the Tax Allocation Increments generated by the development or redevelopment of the Property.
8. A project design and use of the site which helps activate the area.
9. The use of quality materials and finishings in the construction, as approved by the Atlanta BeltLine Design Review Committee.
10. Commitment to job creation and local hiring where applicable.
11. Green Infrastructure meeting or exceeding the City's requirements. Respondents should consider shared stormwater management solutions for adjacent developments.
12. A design that is consistent with planned trail and transit routes through the property. Refer to Exhibit D.
13. Maximized connectivity to adjacent developments.

14. Commitment to require that any contractor hired by the Offeror be required to comply with ABI's First Source Job Policy. A copy of which is attached in Exhibit E.

### **Scope of Project**

1. The Proposal must include a detailed plan for development, redevelopment, and allowance for any existing or proposed ABI improvements on the Property, and a detailed work plan listing all elements necessary to accomplish redevelopment of the site. The work plan shall include a time line schedule depicting the sequence and duration of plan components showing how the work will be organized and executed. Any additional project elements suggested by the Offeror are to be included in the work plan and identified as Offeror suggested elements. Also include in the work plan proposed steps, if any, to expedite completion of the individual components within the project. This will be given due consideration during evaluation of proposals.
2. The Proposal must include a statement that the Offeror agrees to defend, indemnify and hold harmless ABI, its officers, employees and agents from and against all claims, lawsuits, losses and expenses including attorney's fees arising out of or resulting from the performance of this Award.
3. The Proposal must include the time period by which the proposed project will be initiated and completed. Failure to perform, initiate and complete project components within an acceptable time period will trigger ABI's ability to reclaim title on the property or exercise other remedies as will be provided in the Purchase and Sale Agreement or Option Agreement, as the case may be.
4. The Proposal must indicate how the Offeror will address the project development goals established for the Property.
5. The Offeror must indicate its willingness to have their selected contractor comply with the First Source Job Program of the City of Atlanta and the Atlanta Workforce Development Agency ("AWDA").
6. The Offeror must commit to providing an annual report indicating the number of jobs created by the Project on a short and long term basis and the wages for the same.

## SECTION 3

### INFORMATION REQUIRED FROM ALL OFFERORS

#### **Format of Proposal**

Proposals shall be submitted using the following format:

Section 1: Proposal Letter (format attached – Appendix A)

Section 2: Project Description: This section shall provide a narrative summary description of the proposed project. Proposed uses, number and type of residential units (if any), parking provisions, phasing, circulation, and interface with proposed Atlanta BeltLine Corridor improvements, concept and building design objectives shall be addressed.

Section 3: Target Population: This section shall describe the targeted residents of the units, including income levels for residential units, as well as estimated numbers and kinds of tenants for the other elements of the building if a commercial, retail or mixed-use project is proposed.

Section 4: Plans: This section shall provide a schematic plan including site plan data and schematic floor plans for each level, plus elevations. Plans shall be no larger than 11 inches x 17 inches in size.

Section 5: Project Schedule: This section shall include a project completion schedule including start and completion dates and other key dates as identified for action. Proposal must include the time period by which this project will be initiated and completed.

Section 6: Construction Team: This section shall identify the professionals who will provide the following components of the project: design team, construction oversight, and construction. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Identify where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify individuals who will do the work on this project by name and title, and what percentage of the work you expect these individuals to perform. Resumes or qualifications of proposed project personnel may be submitted as an appendix. Provide an estimate of the number of total jobs to be created and the average wage rate associated with said construction and permanent positions.

Section 7: Overview of the Organization and its services: This section shall give a summary of the Offeror's history, including years in business, locations, size, growth, services and financial stability. Include information regarding any pending or recent lawsuits against the organization, its officers or employees. If the proposal is submitted by a lead organization on behalf of several partners, provide similar information for each partner.

Section 8: Professional Qualifications: This section shall include the full name and address of your organization and, if applicable, the branch office or other subordinate elements that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, limited liability company or corporation. This information shall be provided for all organizations participating in the development of the Property. If the Proposal is



submitted by a lead organization on behalf of several partners/members, list all key partners/members and their respective roles in the proposal. Identify the technical expertise, which make the organization(s) qualified for this work.

**Section 9: Prior Experience with Urban Infill Projects:** This section shall provide a description of other infill downtown projects completed, including those with mixed-use and residential components. Include names, title and phone numbers of contact persons from units of government where these projects are located. Include supporting documents to demonstrate capacity.

**Section 10: Financial Capacity:** This section shall provide a description of the financial capacity of the Offeror, including an Equity letter of interest and other appropriate documentation and banking references. If available, provide 3 years of audited or certified financial statements.

**Section 11: Project Financing:** This section shall include a development budget and a ten-year pro forma (operating budget) analysis and other financial information for the project. Include the anticipated time schedule to assemble needed financial commitments, types of financing expected and letters of interest from banks or other sources. Financial partnerships (e.g., public/private; nonprofit/profit) must be identified.

**Section 12: Acquisition Price Proposal (must be separately submitted in sealed and marked envelope):** This section shall include the amount offered for purchase of the Property, in whole or in part; and, any purchase contingencies proposed. Any financial contingencies must also be identified.

**Section 13: Affordable Workforce Housing:** This section shall include how the Offeror plans to fulfill the Affordable Workforce Housing goals required in this RFP and including a summary of the approach to be taken to accomplish the desired goal. This section shall also include details on financing, timing, and partners.

Proposals shall not exceed twenty (20) double-sided pages in length, including maps and plans. Each section of the Proposal must be clearly identified with the appropriate headings. Up to ten (10) additional pages of financial information and/or personnel resumes may be attached as appendices. To be considered responsive to this RFP, a prospective Offeror must provide all of the information requested. The requirements and scope of project within the RFP represent the minimum performance necessary for a response.

## **References**

Each Offeror shall submit a list of at least four (4) references for recent projects. At least one reference from a governmental or other public corporation is recommended, but not required. Each reference must include a point of contact (POC), and email address and a telephone number where the POC can be contacted. The reference list shall also include the dates when these projects were constructed. Each Offeror shall also submit at least two (2) financial references from banks or other financial institutions attesting to the Offeror's financial capacity and ability to finance a project as proposed.

## **SECTION 4**

### **ADDITIONAL ADMINISTRATIVE DETAILS**

#### **General Administrative Matters**

1. The final Award of the right to enter into one or more Purchase and Sale Agreements or Option Agreements contemplated under this RFP is contingent upon approval by the ABI Board of Directors.
2. ABI encourages all Offerors to employ a workforce reflective of the region's diversity. All Offerors shall adhere to all non-discrimination requirements as set forth in Federal and State laws and regulations and Atlanta City code provisions.
3. Offerors shall not create barriers to open and fair opportunities for persons to participate in ABI contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with consultants, contractors, subcontractors and suppliers, Respondents shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
4. ABI encourages all Offerors to promote opportunities for diverse businesses, including Minority Business Enterprises ("MBE"), Female Business Enterprises ("FBE") and Small Business Enterprises ("SBE") to be included as sub-consultants and/or vendors. However, nothing herein should be construed to indicate that an MBE, FBE or SBE may not apply and be selected independently. MBEs, FBEs, and SBEs that meet the qualifications of this RFP are encouraged to submit their qualifications for consideration. For an MBE, FBE or SBE to participate on the contract said MBE, FBE or SBE must be certified as an MBE or FBE and be registered through the Uniform Certification process administered by GDOT or MARTA. The same firm may not, for example, be listed for participation as a MBE organization and a SBE organization even if the level of participation exceeds each category's goal. All firms must be registered or certified prior to the submittal of the proposal. A Offeror is at risk in that there may be an issue of time to certify or register if it intends to use a firm that is not certified or registered at the time the Proposal is submitted.
5. ABI is committed to the practice of non-discrimination in the selection of third-parties selected to advance the Atlanta BeltLine Vision, with a desire to reflect diversity in the participation of developers, contractors and subcontractors engaged in the Atlanta Beltline effort. All Offerors shall include specific information on the role of Minority and Female Owned Business Enterprises, if any. Applicants must include copies of MBE, FBE, DBE certifications for the contractors and subcontractors listed in their submittal packages, if any.

ABI is an Equal Opportunity Employer.

## **Terms and Conditions**

1. All submittals and supporting materials (exclusive of trade secrets), as well as correspondence relating to this RFP, will become the property of ABI when received. Subject to the Open Government Laws provisions above, any proprietary or trade secret information contained in the submittal should be so indicated. However, a general indication that the entire contents, or a major portion, of the proposal is proprietary or trade secret protected will not be honored.
2. All applicable State of Georgia and Federal Laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Offerors and their redevelopment activities and are expressly incorporated herein. The definitive agreement with the selected Offeror or Offerors, and all questions concerning the execution, validity or invalidity, capability of the parties, and the performance of the definitive Agreement, shall be interpreted in all respects in accordance with the laws of the State of Georgia.
3. Appropriate professionals for any professional services, licensed in the State of Georgia, shall be responsible for those portions of the work as may be required by law.
4. No proposal shall be considered, if received from, and no contract will be awarded to, any person, firm, or corporation that is in arrears to ABI, Invest Atlanta or City of Atlanta, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to ABI, Invest Atlanta or City of Atlanta that is deemed irresponsible or unreliable by ABI, Invest Atlanta or City of Atlanta. Each Offeror shall be required to submit satisfactory evidence that they have the necessary financial resources to purchase and redevelopment the Land, or portion thereof, which is awarded by ABI.
5. It is vital that the successful Offeror be knowledgeable of all requirements and guidelines for project delivery processes related to real estate development projects located adjacent to public transportation improvements, to ensure that the transportation components of the Atlanta BeltLine are eligible for all available federal transportation funding at a later date. Appropriate noise and vibration easements, as well as consent to the creation and imposition of assessments by a community improvement or similar special assessment district, as determined by ABI, will be required for the Property as part of any conveyance of interests in same as contemplated in this RFP.
6. Offeror Joint Ventures may be formally created at any time prior to contract execution.
7. **ABI Ex Parte Communications and Contact.** Offerors are required to conduct the preparation of Proposals and participation in the interview and negotiation process, if selected, with professional integrity and without lobbying activities. Offerors and their respective agents and consultants are not permitted to contact or communicate with, directly or indirectly, any member of the ABI Board regarding the subject matter of this RFP after the issuance date of this RFP, except as specifically permitted herein or approved in advance by ABI. Any confirmed allegation that a Offeror or Offeror team member or an agent or consultant of the foregoing has made such contact or attempted to influence the evaluation, ranking, and/or selection of Offerors is cause for ABI to disqualify the Offeror and its team members from further consideration of such Offeror/Offeror team.

**Appendices**

Appendix A - Proposal Letter must be completed and returned with the Proposal.

Appendix B - Property and Corridor Site Map

**Exhibits**

Exhibit A - Legal Description

Exhibit B - Reference Information Documents

Exhibit C – Term Sheet

Exhibit D – Preliminary Design Layout and Cross Sections (3 pages)

Exhibit E – First Source Job Policy Information

Exhibit F – Addendum Acknowledgment Form

**APPENDIX A - PROPOSAL LETTER  
(TO BE PROVIDED ON OFFEROR LETTERHEAD)**

Atlanta BeltLine, Inc.  
100 Peachtree Street  
Suite 2300  
Atlanta, Georgia 30303

Ladies and Gentlemen:

The undersigned declares that this Proposal is made in good faith, without fraud or collusion with any person or persons submitting a proposal on the same transaction; that the undersigned has carefully read and examined the "Request for Proposal" documents, including the Reference Information Documents, and the Information and Instructions, Scope of Project, Information Required, all Addenda (if any), and understands them. The undersigned declares that it is fully informed as to the nature of and the conditions relating to the terms of sale of the Property. Further, the undersigned declares that it has extensive experience in successfully implementing the development and/or redevelopment activities required under the specifications of this Request for Proposal.

The undersigned acknowledges that it has not received or relied upon any representations or warranties of any nature whatsoever from ABI, Invest Atlanta, the City of Atlanta, or their respective agents or employees, and that this Proposal is based solely upon the undersigned's own independent investigation, due diligence and business judgment.

If ABI accepts this Proposal and the undersigned fails to enter into a definitive contract, furnish the required earnest money deposit or option payment, or provide any requisite insurance documentation at the time of execution of the contemplated Purchase and Sale Agreement or Option Agreement, then the undersigned shall be considered to have abandoned the Award. In submitting this Proposal, it is understood that the right is reserved by ABI to accept any Proposal, to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make the Award in any manner ABI believes to be in its best interest.

COMPANY NAME\*: \_\_\_\_\_

STREET/P. O. BOX: \_\_\_\_\_

CITY, STATE, AND ZIP CODE: \_\_\_\_\_

DATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

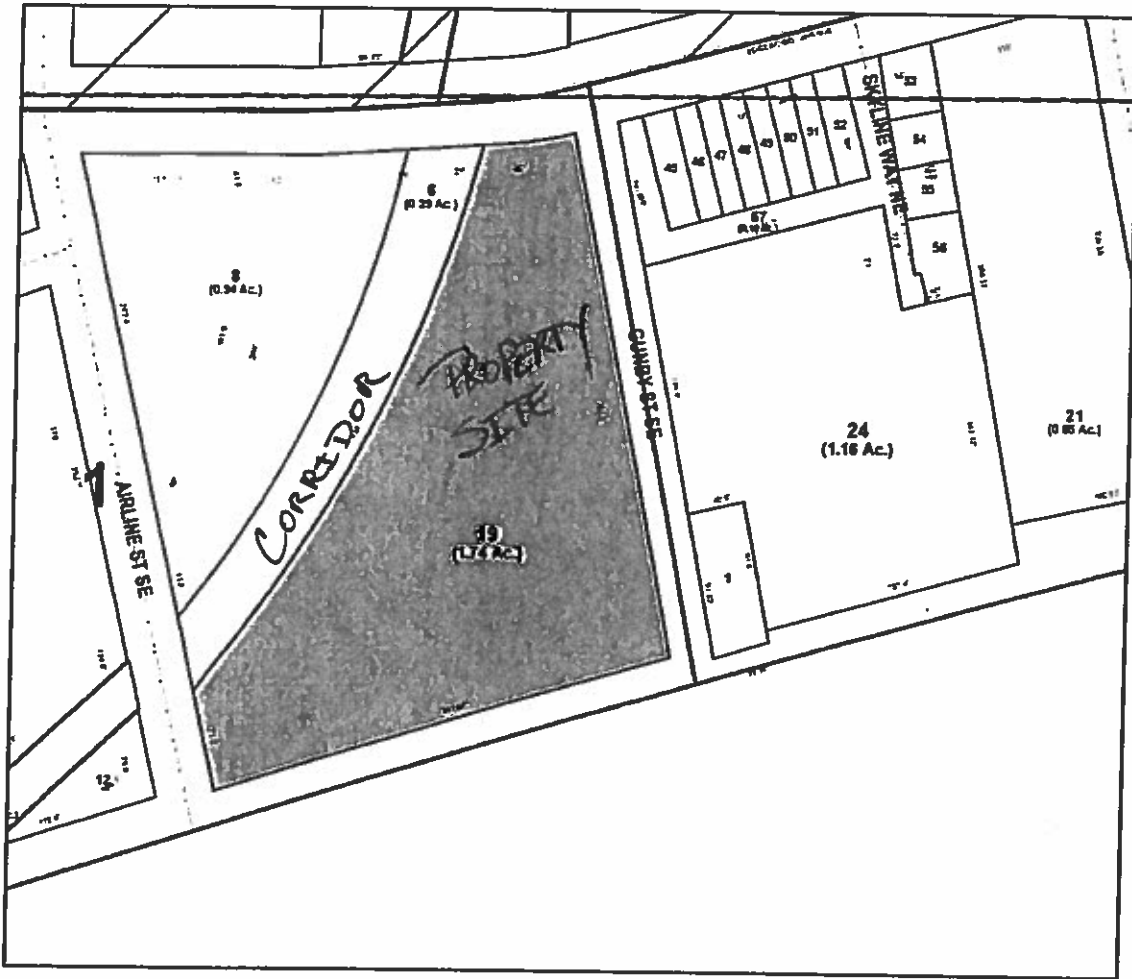
AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME OF SIGNER: \_\_\_\_\_

TITLE OF SIGNER: \_\_\_\_\_

**\* NOTE:** If the OFFEROR is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officer or agents. If OFFEROR is a partnership, the true name of the firm shall be set forth with the signature of the partners authorized to sign contracts on behalf of the partnership. If OFFEROR is an individual, his signature shall be placed above.

APPENDIX B PROPERTY AND CORRIDOR SITE MAP





## EXHIBIT "A"

### LEGAL DESCRIPTION

**ALL THAT TRACT OR PARCEL OF LAND** lying and being in Land Lot 20 of the 14<sup>th</sup> District of Fulton County, Georgia and being designated as Parcel 1 according to an ALTA/ACSM Survey for Brisbane II, LLC, First American Title Insurance Company, and ARAMARK Uniform & Career Apparel, Inc. prepared by Mero Engineering and Surveying Co., Inc. by Alexander Zeiger, Georgia Registered Land Survey No. 2530, dated June 17, 2005, last revised June 22, 2005 and being more particularly described as follows:

**BEGINNING** at a point marked by an iron pin placed located at the intersection of the westerly right-of-way line of Gumby Street (also known as "Gunby Street") (30' R/W) and the northerly right of way line of DeKalb Avenue (R/W Varies), run thence along the northerly right-of-way line of DeKalb Avenue following the arc of a curve an arc distance of 332.65 feet, said arc having a radius of 13,560.50 feet and being subtended by a chord bearing and distance of South 75 degrees 29 minutes and 26 seconds West 332.64 feet to a point marked by an iron pin placed located at the intersection of the aforementioned right-of-way line of DeKalb Avenue with the easterly right-of-way line of Airline Street (formerly Ella Place); continuing along the aforesaid right-of-way line of Airline Street, run thence North 13 degrees 23 minutes 46 seconds West a distance of 71.19 feet to a point marked by an iron pin placed; leaving the aforesaid right-of-way line of Airline Street, run thence following the arc of a curve to the left an arc distance of 413.25 feet, said arc having a radius of 614.49 feet and being subtended by a chord bearing and distance of North 30 degrees 25 minutes 38 second East 405.51 feet to a point marked by an iron pin placed located on the southerly right-of-way line of Edgewood Avenue (R/W Varies); continuing thence along the aforesaid right-of-way of Edgewood Avenue following the arc of a curve an arc distance of 62.69 feet, said arc having a radius of 242.31 feet and being subtended by a chord bearing and distance of North 82 degrees 24 minutes 13 seconds East 62.52 feet to a point marked by an iron pin laced located on the westerly right-of-way line of Gumby Street; continuing along the aforesaid right-of-way line of Gumby Street run thence South 11 degrees 41 minutes 46 seconds East a distance of 351.13 feet to a point marked by an iron pin placed located at the intersection of the westerly right-of-way line of Gumby Street with a northerly right-of-way line of DeKalb Avenue, said point being the TRUE PLACE OR POINT OF BEGINNING. Said parcel contains 1,637 acres.

## **EXHIBIT B**

### **REFERENCE INFORMATION DOCUMENTS**

Atlanta BeltLine Strategic Implementation Plans

Atlanta BeltLine Master Plan Sub-Area 5: Freedom Parkway

City of Atlanta BeltLine Overlay District Regulations

City of Atlanta 2011 Comprehensive Development Plan, as amended

Site Survey

Inman Park Historic District Overlay

## EXHIBIT C

### TERM SHEET FOR PROPERTY LOCATED AT 670 DeKalb Avenue, Atlanta, GA 30307

#### 1. PURCHASE PRICE

Purchase price to be mutually agreed upon by Seller and Purchaser as a result of Purchaser's Proposal in response to the RFP.

#### 2. AGREEMENT

Seller will deliver to Purchaser a draft of the Purchase and Sale Agreement or Option Agreement, as the case may be, ("Agreement") within ten (10) business days of reaching final terms and executing the Term Sheet pursuant to the RFP and Purchaser's Proposal.

#### 3. EARNEST MONEY

As a good-faith commitment to proceed, a Thirty Thousand Dollar (\$30,000) nonrefundable earnest money deposit or option price, as applicable, will be required upon the execution of the Agreement. The non-refundable deposit or option price, while non-refundable, will be applied to the purchase price upon closing on the sale of the Property.

#### 4. DELIVERIES BY SELLER

To the extent the same exists and are in Seller's possession, Seller covenants to deliver the following at its sole cost and expense to Purchaser no later than ten (10) business days after the Effective Date (to be defined in the Agreement):

A. A copy of any environmental report and any environmental insurance information in respect of the Property in Seller's possession, if any.

B. A legible copy of the most recent survey of the Property in Seller's possession, and a copy of the most recent owner's title insurance policies with respect to the Property in Seller's possession, together with copies of all exceptions specified therein if in Seller's possession.

C. A copy of any soils reports on the Land in Seller's possession, if any.

D. A copy of the latest ad valorem tax bill in Seller's possession.

E. All engineering reports, title insurance commitments and policies and title exception documents, site plans, warranties, guaranties, appraisals, operating contracts, leases, utility bills, permits, plans, maps, topographic and tree surveys, geotechnical reports, building requirements, zoning information, traffic studies and wetlands reports in Seller's possession, if any, with respect to all or any part of the Property.

F. Copies of all approvals from any governmental entities in Seller's possession, if any, with respect to all or any part of the Property.

G. Copies of all contracts affecting the Property, in Seller's possession, if any, with respect to all or any part of the Property.

H. Copies of all utility capacity letters in Seller's possession, if any, with respect to all or any part of the Property.

I. Except for Seller's Covenants, Representations and Warranties herein contained, Seller makes no representation or warranty, express, written, oral, statutory or implied in providing the Delivery Items to Purchaser, and all such representations, and warranties are hereby expressly excluded and disclaimed. All Delivery Items are provided for informational purposes only and, together with all third party reports, shall be returned by Purchaser to Seller (or the destruction thereof shall be certified in writing by Purchaser to Seller) if this Agreement is terminated for any reason. Recognizing that the Delivery Items delivered or made available by Seller, pursuant to this Agreement may not be complete or constitute all of such documents which are in Seller's possession or control, but are those that are readily and reasonably available to Seller, Purchaser shall not in any way be entitled to rely upon the completeness or accuracy of the Delivery Items, and will instead in all other instances rely exclusively on its own inspections and consultants with respect to all matters which it deems relevant to its decision to acquire, own and operate the Property.

#### **5. COVENANTS, REPRESENTATIONS AND WARRANTIES**

Seller and Purchaser shall make typical and reasonable covenants, representations and warranties with respect to the organization, authority and good standing of the parties including, the absence of liens or outstanding litigation against the Seller or the Property.

#### **6. CLOSING**

Closing shall occur at the Seller's attorney's office on or before August 31, 2015.

Drafts of the closing documents shall be prepared by Purchaser's counsel and submitted to Seller's counsel for review and approval not later than five (5) business days prior to the Closing Date.

At Closing, Seller shall pay the transfer tax incident to the Deed and any other costs incurred by Seller, such as its attorney's fees. At Closing, Purchaser shall pay its closing expenses with respect to the closing of the transaction contemplated herein, including, without limitation, the cost of any survey obtained by Purchaser, recording fees, the cost of a title examination, the premium incident to any title insurance policy to be issued to Purchaser, and its attorney's fees. Seller and Purchaser shall each pay one half (1/2) of any escrow fees charged by Escrow Agent.

#### **7. EASEMENTS**

Certain easements shall be granted by Purchaser to Seller, including, but not limited to:

A. A duly executed recordable document granting to Seller for the benefit of the Atlanta BeltLine Project construction, access, and other easements as determined to be reasonably needed to advance the Atlanta BeltLine Project.

B. A duly executed recordable document granting to Seller for the benefit of the Atlanta BeltLine Project a noise and vibration easement used by ABI for developments along the Atlanta BeltLine corridor.

#### **8. SURVEY AND TITLE**

Purchaser, at purchaser's expense, shall obtain a survey (the "Survey") of the Property desired by Purchaser. The legal description contained in the Deed shall be that created from the survey and included in Exhibit "A" attached thereto.

Title to the Property shall be conveyed by a limited warranty deed (herein called the "Deed") which will (i) contain a limited warranty of title to the effect that Seller will warrant title to the Purchaser as against any claim by any person owning, holding or claiming by, through or under Seller, but not otherwise; and (ii) be subject to the Permitted Exceptions.

#### **9. APPORTIONMENTS**

Seller shall be entitled to receive any income in respect of the Property and shall be obligated to pay all expenses in respect of the Property for all time periods prior to and including the day prior to the Closing Date. Purchaser shall be entitled to receive all such income and shall be obligated to pay all such expenses for all time periods commencing with the Closing Date. In the event that any income or any expense item relating to the period prior to the Closing Date is received or appears after the Closing, such item(s) shall be adjusted between the Seller and the Purchaser within ten (10) days after such is discovered.

#### **10. BROKERS**

Seller and Purchaser each hereby covenants and warrants to the other that the warranting party has not dealt with any real estate agent or broker in connection with the transaction contemplated in this Agreement. In the event any claim(s) for real estate commissions, fees or compensation arise in connection with this Agreement and the transaction contemplated herein, Purchaser and Seller further covenant and agree that the party so incurring or causing such claim(s) shall indemnify, defend and hold harmless the other party from any loss, claim or damage which the other party suffers because of said claim(s). The provisions of this Article shall survive the Closing or any earlier termination of this Agreement.

#### **11. "AS IS" SALE**

Purchaser acknowledges that, neither Seller, nor anyone acting or claiming to act for or on behalf of Seller, has made any representations, warranties, promises or statements to Purchaser concerning the Property. Purchaser further acknowledges and agrees that all material matters relating to the Property will be independently verified by Purchaser to its full satisfaction within the time provided under this Agreement, that Purchaser will be acquiring the Property based solely upon and in reliance on its own inspections, analyses and conclusions, and that if Purchaser acquires the Property, it will acquire the Property in the Property's "AS-IS" condition and "AS-IS" state of repair inclusive of all faults and defects, whether latent or patent, or known or unknown.

Purchaser further acknowledges and agrees that any written disclosures given by Seller are given for disclosure purposes only and that they do not constitute representations or warranties that any

adverse conditions so disclosed to Purchaser are the only adverse conditions that may exist at or otherwise affect the Property and, without limiting the scope or generality of this Article XVI, Purchaser expressly assumes the risk that adverse physical, environmental, financial and legal conditions may not be revealed by Purchaser's inspection and evaluation of the Property or any other material matters.

Except as specifically provided herein, Purchaser hereby fully and forever waives, and Seller hereby fully and forever disclaims, all warranties and representations not expressly set forth herein, of whatever type or kind with respect to the Property, whether express, implied or otherwise including, without limitation, those of fitness for a particular purpose, tenantability, habitability, or use.

Purchaser further acknowledges that any third party information, including without limitation any engineering reports, architectural reports, feasibility reports, marketing reports, soils reports, environmental reports, analyses or data, or other similar reports, analyses, data or information of whatever type or kind which Purchaser has received or may hereafter receive from Seller, its agents, its consultants, or anyone acting or claiming to act on its behalf are furnished without warranty of any kind and with no representation by Seller as to their completeness or accuracy (except that Seller is providing such information to Purchaser in good faith and with no basis in Seller's actual knowledge to believe that such information is not accurate or misleading as provided herein) and on the express condition that Purchaser shall make its own independent verification of the accuracy, reliability and sufficiency of such information and that Purchaser will not rely thereon. Accordingly, Purchaser agrees that under no circumstances will it make any claim, directly or indirectly, against, bring any action, cause of action or proceeding against, or assert any liability upon, Seller, its agents, consultants, contractors, or any other persons who prepared or furnished any of the information to Purchaser hereunder as a result of the inaccuracy, unreliability or insufficiency of, or any defect or mistake in, any of the third party information provided to Purchaser hereunder.

## **12. CONFIDENTIALITY**

The parties agree that, except to the extent required by law, until closing, they will not permit any of their affiliates, directors, officers, employees, representatives or agents to disclose any information pertaining to the terms of the agreement, without written consent from the other party.

## **13. MISCELLANEOUS**

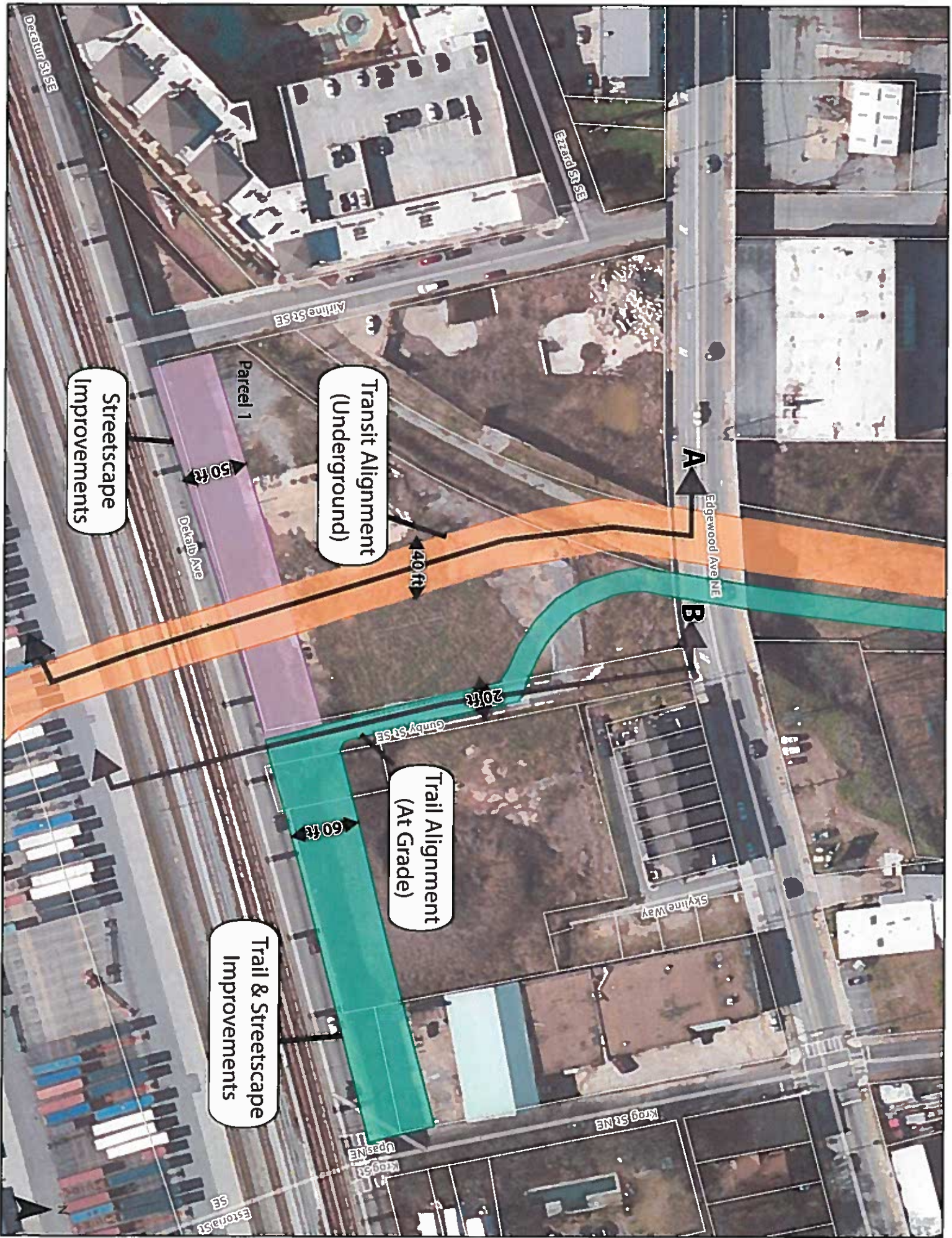
This term sheet does not constitute a legally binding Agreement, but is intended to act as the framework for creation of a legally binding Agreement between the parties.

**EXHIBIT D**

**PRELIMINARY DESIGN LAYOUT AND CROSS SECTIONS**

See Attached Three Pages





Streetscape Improvements

Transit Alignment (Underground)

Trail Alignment (At Grade)

Trail & Streetscape Improvements

Parcel 1

A

B

50 ft

40 ft

20 ft

60 ft

Ocean Blvd SE

Erzard St SE

Alhine St SE

Edgewood Ave NE

Octavia Ave

Gundy St SE

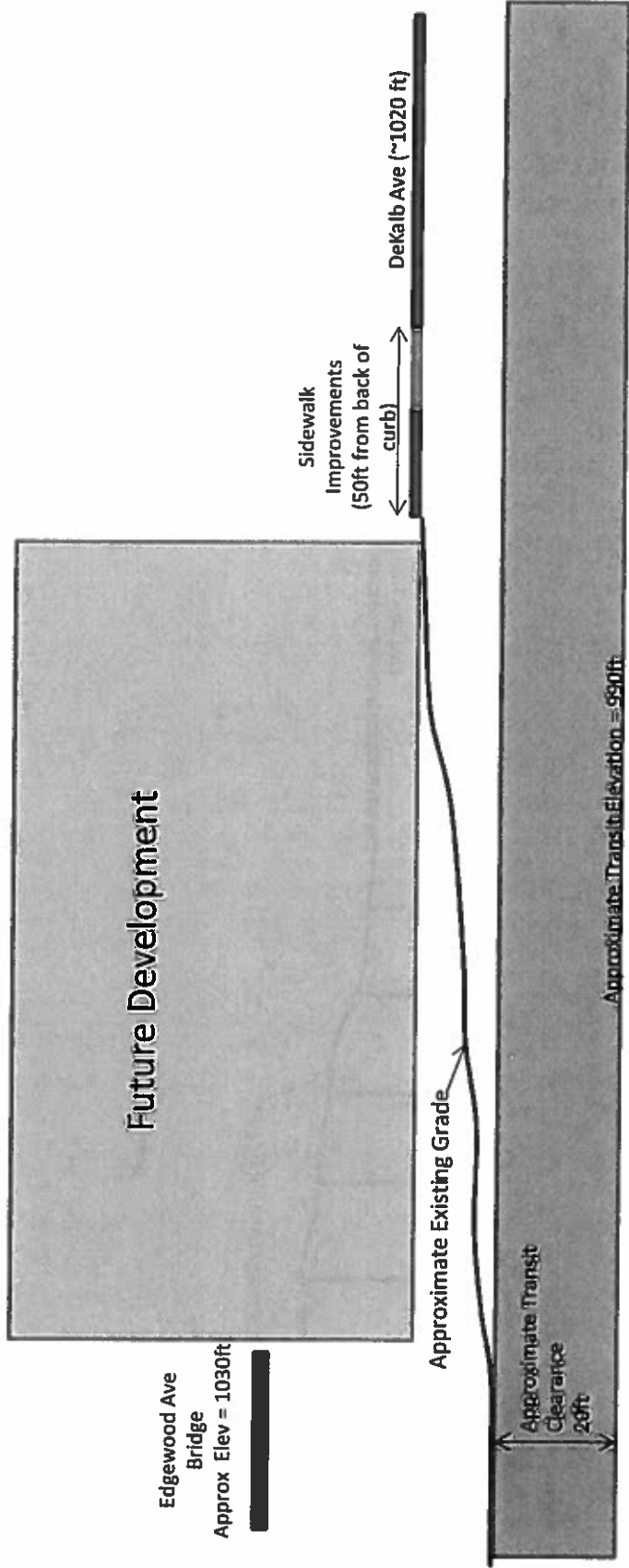
Skyline Way

Krog St NE

Upas St NE

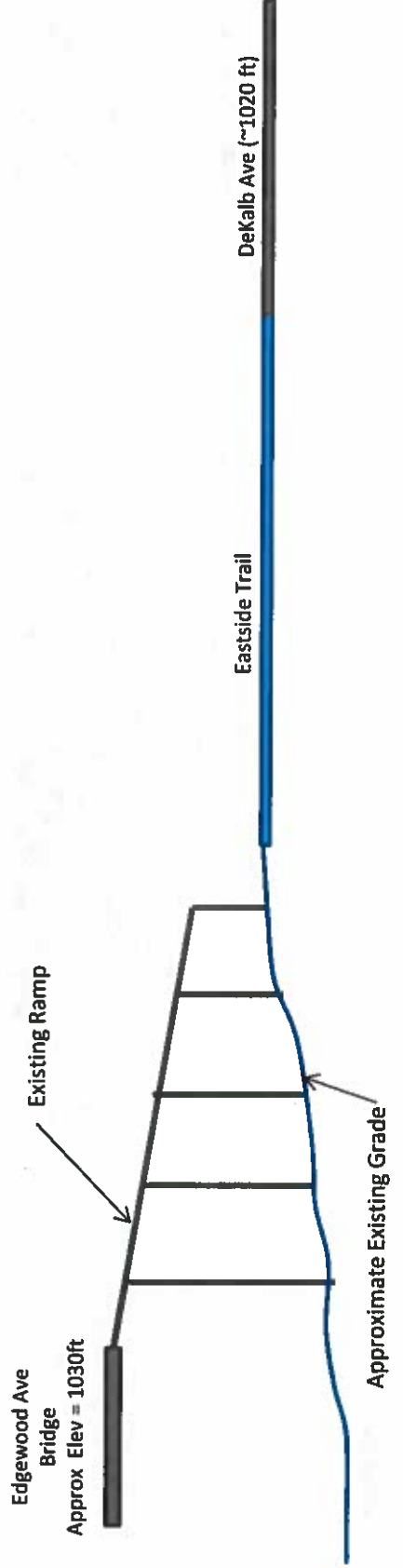
Estora St SE





## Section A-A Cross Section Along Transit Alignment

NTS



**Section B-B – Trail Cross Section Along Gunby St ROW**  
 NTS

## **EXHIBIT E**

### **FIRST SOURCE JOB POLICY INFORMATION**

The purpose of the Community Benefits Jobs Program is to connect qualified residents in BeltLine neighborhoods to job opportunities within BeltLine TAD capital projects. The program helps to increase the returns of public investment in infrastructure by providing construction job opportunities to neighborhoods that need them. It also prepares a workforce for contractors that helps ensure completion of a quality project on-time and on-budget.

The First Source Employment Agreement is a contract that is executed by all contractors receiving funds from the BeltLine TAD as a part of their construction contract. It details the responsibilities of contractors and ABI and remedies in the event of default. The Agreement requires that the contractor take certain steps to interview qualified candidates from around the Atlanta BeltLine. The contractor must make good faith efforts to fill 50% of entry level jobs and 20% of all jobs, with people residing in Atlanta BeltLine neighborhoods. It also requires periodic reporting to ABI and the Atlanta Workforce Development Agency.

The First Source Employment Agreement applies to New Construction Positions, defined as any non-executive, non-professional engineering, non-office, or non-clerical jobs, or any jobs not filled by full-time employees on the construction contractor's payroll for at least three months prior to the notice to proceed for the Project. Contractors make all hiring decisions and are required to give consideration to qualified candidates, under applicable labor laws. Employers are under no obligation to hire individuals that do not meet the job qualifications. The primary contractor is responsible for ensuring subcontractors meet all the requirements detailed in the First Source Employment Agreement. We do expect, however, that reporting for subcontractors be channeled through the prime contractor. Non-compliance with the Agreement can result in withholding up to 10% of project costs.

ABI's Agreement is similar to the City of Atlanta's First Source Policy, but with some different requirements, goals, and strengthened monitoring procedures.

**EXHIBIT F**  
**ADDENDUM ACKNOWLEDGEMENT FORM**

**ADDENDUM ACKNOWLEDGEMENT FORM (DATE OF ISSUANCE)**

Unless explicitly noted herein, all requirements will remain as originally prepared. Any variations or claims of equality or superiority must be demonstrated, proven and tested to the satisfaction of ABI. **A signed copy of this addendum must be submitted with your proposal as confirmation of your receipt.**

[LIST ALL POSTED QUESTIONS AND RESPONSES AND ALL FORMAL ADDENDUMS ISSUED BY ABI]

The authorized signature below acknowledges receipt of Addendum number \_\_\_ to \_\_\_ which information is included as a part of the submitted proposal.

---