



METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

REQUEST FOR PROPOSALS

FOR

P40844

**JOINT DEVELOPMENT OF PARCELS D1123 AND D1135 AT
KENSINGTON STATION**



2424 Piedmont Road, NE
Atlanta, Ga 30324
404-848-5000

September 24, 2018

TO: ALL PROSPECTIVE PROPONENTS

**SUBJECT: REQUEST FOR PROPOSALS (RFP) NUMBER P40844:
JOINT DEVELOPMENT OF PARCELS D1123 AND D1135 AT KENSINGTON STATION**

You are invited to submit to the Metropolitan Atlanta Rapid Transit Authority ("MARTA" or "Authority"), a proposal for the above-captioned solicitation. A Pre-Proposal Conference to discuss Request for Proposals Number P40844 ("RFP") will be held at the MARTA Headquarters Building located at 2424 Piedmont Road, N. E., Lobby Floor, Bid Opening Room, Atlanta, Georgia 30324, on **October 3, 2018 at 10:00 a.m. (local time)**. To be eligible for consideration your proposal must be received by the Authority no later than **2:00 p.m. (local time) on October 24, 2018**. The RFP can be reviewed and downloaded from MARTA's website (www.itsmarta.com). On the home page, point to "More"/click Current Opportunities/click on RFP P40844/Download Invitation for Bids/Request for Proposals/Log-in (first time users must register).

All questions regarding this RFP should be submitted in writing to MARTA's contact person, **Nicholas Waters, Contract Specialist III**, via e-mail nwaters@itsmarta.com. The deadline for receipt of questions is **October 8, 2018**. Written inquiries received prior to 11:59 p.m. (local time) on **October 8, 2018** by MARTA will be answered and posted as a Response to Inquiries to this RFP on MARTA's website at www.itsmarta.com. If you need additional information, please contact **Nicholas Waters, Contract Specialist III**, at **404-848-4119**.

Sincerely,

DocuSigned by:
A handwritten signature in black ink that reads "Lisa DeGrace".
27F208ECF71D4C8...

Lisa DeGrace
Chief Contracts Officer

REQUEST FOR PROPOSALS
P40844 – JOINT DEVELOPMENT OF PARCELS D1123 AND D1135 AT KENSINGTON STATION

PART 1: INFORMATION AND INSTRUCTIONS TO PROPONENTS

1. General Background Information
2. Services Being Procured
3. Definitions
4. Minimum Qualifications
5. No Offer by MARTA; Firm Offer by Proponent
6. Pre-Proposal Conference
7. Additional Documentation
8. Procurement Questions; Prohibited Contacts
9. Proposal Deadline
10. Required Submittals
11. Ownership of Proposals
12. Proposal Evaluation, Award and Multiple Award
13. Submission of Proposals
14. Rejection of Proposals; Cancellation of RFP; Waiver of Technicalities
15. Georgia Open Records Act
16. Representation
17. Protests
18. Equal Employment Opportunity and Disadvantaged Business Utilization
19. Insurance Requirements
20. Environmental Purchasing
21. Electronic Solicitation Documents
22. Award of Contract; Execution

PART 2: CONTENT OF PROPOSALS AND SUBMITTALS

1. General Content of Proposals
2. Technical Proposal
3. Response to All Requirements
4. Organizational Structure and Key Personnel
5. Equity Evaluator Scorecard
6. Experience and Qualifications
7. Financial Information
8. Preferred Terms and Deal Structure

PART 3: TOD AND STATION INFORMATION/DEVELOPER RESPONSIBILITIES

1. Introduction
2. Transit Oriented Development Objectives
3. Site Constraints
4. Local Land Use
5. Developer Responsibilities

PART 4: SUBMITTAL FORMS

1. Illegal Immigration Reform and Enforcement Act Affidavit (Form 1)
2. Contractor Affidavit (Form 1a)
3. Subcontractor Affidavit (Form 1b)
4. Sub-Subcontractor Affidavit (Form 1c)
5. Acknowledgement of Addenda (Form 2)
6. Price Proposal (Form 3)
7. No Conflict of Interest (Form 4)
8. List of Proposed Subcontractors (Form 5)
9. Proponents' Qualifications and Business References (Form 6)
10. Office of Diversity and Inclusion Requirements (Appendix A)

PART 5: FORM OF TERM SHEET

PART 6: ATTACHMENTS

1. Attachment A: Location Map with Parcel Numbers and Site Locations
2. Attachment B: As Built Drawings and MARTA Design Criteria
3. Attachment C: Declaration of Covenants, Conditions, Restrictions and Grants of Easements

PART 1: INFORMATION AND INSTRUCTIONS TO PROPONENTS

- 1. General and Background Information:** The Metropolitan Atlanta Rapid Transit Authority (“MARTA”) is the ninth largest public transit system in North America, providing bus, rail and paratransit services in the greater metropolitan Atlanta area. MARTA transports over 500,000 people in the city of Atlanta and counties of Clayton, DeKalb and Fulton daily. MARTA has approximately 4,540 employees.

MARTA is soliciting proposals from Developers for the Kensington Station Transit Oriented Development (“TOD”) Project for MARTA’s Office of Transit Oriented Development and Real Estate pursuant to the terms and conditions contained in that certain Term Sheet for Transit Oriented Development at Kensington Station attached hereto **Part 5** (“Term Sheet”) and incorporated herein by this reference.

- 2. Services Being Procured:** MARTA is seeking development proposals from qualified Developer(s) that are capable of developing Parcels D1123 and D1135 at MARTA’s Kensington Station (approximately 4.185 acres of land) for either purchase/sale or ground lease in a manner consistent with MARTA’s objectives and MARTA’s Transit Oriented Development (“TOD”) Guidelines. Proponents may submit a Development Proposal for the redevelopment of the land at Kensington Station. This property is located south of Kensington Road across the street from the Kensington Station, as referenced in **Attachment A**.
- 3. Definitions:** The following definitions shall apply when used throughout this Request for Proposals (“RFP”):

Proponent(s): Each Company or aggregation of Companies (which may include a joint venture partnership, limited liability company or limited liability partnership) submitting a proposal in response to this RFP with the intent of performing the services as the prime contractor.

Developer(s): A Developer or Development Team capable of securing financing for the construction, management and on-going maintenance of a mixed-use Transit Oriented Development (“TOD”) project in DeKalb County, Georgia that has or will obtain, prior to the execution of any contract awarded hereunder, all necessary licenses required by the State of Georgia and DeKalb County to perform the Services and is authorized to do business in the State of Georgia.

Development Proposal(s): A written response to this RFP prepared by a Proponent and submitted to the Metropolitan Atlanta Rapid Transit

Authority's ("MARTA") Office of Contracts, Procurement and Materials ("CPM") for the sale of the land. However, the proposed development must be in accordance with MARTA's TOD Guidelines and the Policies for Implementing TOD Guidelines.

4. **Minimum Qualifications:** To participate in this procurement, Proponent must satisfy the minimum qualifications required by this RFP. Where the Proponent is a partnership, joint venture arrangement, limited liability company, limited liability partnership or other multiple entity organization, the entity that holds a majority ownership interest in the Proponent (i.e., over 50% ownership) must meet the minimum requirements set forth in this RFP. Additionally, prior to execution of the Contract, the successful Proponent will be required to demonstrate that it is duly authorized to conduct business in the State of Georgia.

No Proponent or entity comprising Proponent may submit more than one Proposal under the same or different names or as part of multiple organizations. MARTA reserves the right to disqualify any Proponent or entity comprising Proponent that submits more than one Proposal in response to this solicitation. **NOTE:** This restriction set forth in this paragraph is not applicable to subcontractors.

By submitting a Proposal in response to this RFP, the Proponent represents and warrants to MARTA that Proponent has or will acquire all the licenses, certifications, permits, bonding and insurance to complete the project.

By submitting a proposal concerning this procurement, Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, all MARTA's policies and procedures (as the same may change from time to time), all of which is incorporated into this RFP by this reference.

5. **No Offer by MARTA; Firm Offer by Proponent:** This procurement does not constitute an offer by MARTA to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer or proposal shall bind MARTA. However, Proponent's offer is a firm offer to MARTA for a period of 180 calendar days from the Proposal Deadline and may not be withdrawn during such 180-day time period.
6. **Pre-Proposal Conference:** A pre-proposal conference is scheduled for **October 3, 2018 at 10:00 a.m. (local time)** at the MARTA's headquarters building located at 2424 Piedmont Road N.E., Atlanta, Georgia 30324-3330. Proponents are advised that notwithstanding the address, MARTA's headquarters building is located west of Piedmont Road on Morosgo Drive across from the Lindbergh Rail Station. Attendance at the pre-proposal conference is not required but is strongly encouraged. Each Proponent is responsible for being fully

informed regarding all existing and expected conditions and matters that may affect the cost or the performance of the Services. Any failure to fully investigate the requirements of this RFP shall not relieve any Proponent from the responsibility to properly estimate the difficulty or cost of successfully performing the Services being sought under this RFP.

7. **Additional Documentation:** Each Proponent, if successful, acknowledges and agrees to submit such additional documentation (e.g., insurance/bonds, etc.) promptly after an award pursuant to any notice provided by MARTA and as required by the terms of this RFP and the Contract.
8. **Procurement Questions; Prohibited Contacts:** Any questions regarding this procurement must be submitted in writing to MARTA's contact person, Mr. Nicholas Waters, via electronic mail nwaters@itsmarta.com, on or before. **Questions submitted after 11:59 p.m. (local time) on October 8, 2018 will not be considered by MARTA.** Any response made by MARTA will be provided in writing to all Proponents by posting the same to MARTA's website at www.itsmarta.com. It is the responsibility of each Proponent to obtain a copy of all responses and/or any addenda issued for this procurement by monitoring MARTA's website. No Proponent may rely on any verbal response to any question concerning this procurement. All Proponents (and any representative thereof) are strictly prohibited from contacting any MARTA employees (or third-party representatives or consultants of MARTA) on any matter having to do with this procurement. All communications by any Proponent must be made with MARTA's contact person or any other MARTA employees or representatives designated by the head of MARTA's Office of Contracts, Procurement and Materials.
9. **Proposal Deadline:** To be considered responsive, a Proponent must complete and submit its Proposal and all required submittals and attachments in accordance with the instructions contained or referenced in this RFP no later than **2:00 p.m. (local time) on October 24, 2018.** All responses to this RFP must be received by MARTA's Office of Contracts, Procurement and Materials, 2400 Piedmont Road N.E., Atlanta, Georgia 30324-3330, on or before. Any Proposal received after this time will not be considered/reviewed and will be rejected and returned.
10. **Required Submittals:**
 - a. **Forms 1a, 1b, and 1c: Illegal Immigration Reform and Enforcement Act.** Each Proponent must complete and submit a Contractor's Affidavit with its proposal. This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("**Act**"), as amended. Pursuant to the Act, the Proponent must provide with its proposal proof of its registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Under state law, MARTA cannot consider any proposal which does not include a completed Contractor's Affidavit. It is not the intent of this notice to provide detailed information

or legal advice concerning the Act. All Proponents intending to do business with MARTA are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on MARTA procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to <https://e-verify.uscis.gov/enroll>.

- b. **Form 2: Acknowledgement of Addenda.** Each Proponent **must** complete and submit an acknowledgement with its Proposal that it has received all Addenda issued by MARTA for this RFP. This form is provided and may be used to satisfy this requirement.
 - c. **Form 3: Reserved.**
 - d. **Form 4: No Conflict of Interest.** Each Proponent **must** furnish with their proposal the information called for by the form. If the form is omitted or if the information furnished is incomplete or inadequate, the Authority may require that additional information be submitted after the Proposal deadline and before an award is made.
 - e. **Form 5: List of Proposed Subcontractors.** Each Proponent is requested to furnish with their proposal the information called for by the form. If the form is omitted or if the information furnished is incomplete or inadequate, the Authority may require that additional information be submitted after the proposal deadline and before an award is made.
 - f. **Form 6: Proponent's Qualifications and Business References.** Each Proponent is requested to furnish with their proposal the information called for by the form. If the form is omitted or if the information furnished is incomplete or inadequate, the Authority may require that additional information be submitted after the proposal deadline and before an award is made.
 - g. **Appendix A: Office of Diversity and Inclusion Requirements.** MARTA's Office of Diversity and Inclusion program(s) applicable to this procurement and any Contract that may be awarded pursuant to this procurement is set forth in **Appendix A** attached hereto. Each Proponent should furnish the information requested by **Appendix A** with their Proposal. If the form is omitted or if the information furnished is incomplete or inadequate, the Authority may require that additional information be submitted after the Proposal Deadline and before an award is made.
- 11. Ownership of Proposals:** Each proposal submitted to MARTA will become the property of MARTA, without compensation to a Proponent, for MARTA's use, in MARTA's sole discretion.

12. Proposal Evaluation, Award and Multiple Awards:

- a. Upon receipt and review of the Proposals, MARTA shall determine which Proponent(s) are responsive and responsible. MARTA will notify each Proponent in writing of MARTA's determination. After the Proposal Deadline, MARTA's Source Evaluation Committee ("SEC") will evaluate each responsive proposal in accordance with the evaluation criteria described in this RFP. If MARTA elects to award this RFP, MARTA will award the same to the most responsive and responsible Proponent(s) that submits a proposal that is in the best interest of MARTA to accept. Proponents may be required to make an oral presentation to the SEC at any stage of the selection and evaluation process.
- b. The selection of the successful Proponent(s), if any, will be based on the following criteria, which are listed in descending order of importance:
 - i. Developer/Development Team Composition and Experience: Proponents industry experience and resources to successfully plan, develop and implement a mixed-use and/or TOD project.
 - ii. Financial Proposal and Overall Business Plan: Fair and equitable financial return to MARTA and the Development Team.
 - iii. Phasing Strategy and Business Management Plan: Evidence that the project is supportable in the market, is financially feasible and has a detailed long-term phasing and management plan.
 - iv. Project Concept and Development Plan: Alignment with MARTA's TOD Guidelines, objectives and goals to provide compact, mixed use, pedestrian-oriented, equitable, high-quality development around transit stations which leads to higher transit ridership and economic development.
 - v. Project Equity: Proposals shall provide evidence that the project will contribute to improving equity in the surrounding community. An Equity Evaluator will be used to measure this criterion. Proponents **must** self-score their Proposal as part of the selection process. The Equity Evaluator consist of a Scorecard to track elements of a proposed development and Equity Evaluator Scorecard Guidelines which are used to reference to specific items within the Scorecard.
 - vi. Financial Stability & Capability: An evaluation of the Proponent's financial stability and capacity to support the project.

- vii. Office of Diversity and Inclusion Requirements: An evaluation of the response to information requested in **Appendix A** regarding Equal Employment Opportunity and Disadvantaged Business Enterprises.

13. Submission of Proposals:

- a. Proposals must be submitted according to the requirements of this RFP. All blank spaces must be typed or hand written in blue or black ink. All dollar amounts must be typed or hand written in BOTH in word and numeric form (e.g., One Dollar and No Cents (\$1.00)). Proponents are advised that the written figures will prevail over the numerical figures in the event of a discrepancy between the two in any Proposal document. For example, only, if a final proposal of “One Dollar and No Cents (\$2.00)” is received, then the written figure of One Dollar and No Cents is the amount of the final proposal. All corrections to any entry must be lined out and initialed by the Proponent prior to Proposal submission. Do not use correction tape or fluid.
- b. Proposals shall be signed by hand by a principal of the Proponent with the authority to bind the Proponent and enter into an agreement with MARTA. Joint ventures or partnerships must designate one joint venture member/partner to represent the joint venture or partnership, respectively, with the authority to submit and execute a Proposal, bind the entity as well as enter into an agreement with MARTA. Each Proponent is responsible for the preparation of its Proposal and for the costs associated therewith.
- c. Each Proponent must submit a complete proposal in accordance with the requirements of this RFP. The format for the submission of a proposal mandated by this RFP is not negotiable. The name and number of the project is: **RFP P40844 Kensington Station Transit Oriented Development (TOD) Project**. Proposals must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the Project, Project Number, Proponent’s Name and address, and Proponent’s Federal Work Authorization User Identification Number. All proposals must be submitted to:

**Metropolitan Atlanta Rapid Transit Authority
Office of Contracts, Procurement and Materials
2400 Piedmont Road, N.E.
Atlanta, Georgia 30324-3330
Attn: Contract Control (RFP P40844)**

(See Map at the end of Part 1)

- d. Proposals must be submitted to the above address between the hours of 9:00 a.m. and 2:00 p.m. (local time) Monday through Friday. Proposals will not be accepted

on the following days: New Year's Day, Martin Luther King, Jr's birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. Any Proposal received after this time will not be considered and will be rejected and returned.

- e. Proponents should arrive well in advance of the deadline set forth herein because all packages/deliveries to MARTA are scanned prior to acceptance thereof. Proponents should allocate adequate time to have their package scanned so the same is received by MARTA prior to the deadline set forth herein.
 - f. Notwithstanding anything to the contrary contained herein, the project shall not be contingent upon Proponent obtaining public funding.
 - g. A Proponent **must** submit one (1) original, marked "Original", and sixteen (16) USB drive [a.k.a., jump or flash drive]) copy of its proposal. The Proponent's USB drive copy should be submitted in an unlocked Portable Document Format (i.e., .pdf). Each proposal must be submitted on 8-½" x 11" double-sided, typed pages, using 12-point font size and such pages must be inserted in a standard three-hole ring binder. To the extent Proponent requires a larger page size to demonstrate its experience, MARTA will accept 11"x 17" sheet size but it must be folded to 8-1/2" x 11" size. Each proposal must contain an index and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.
 - h. Each Proponent shall promptly notify MARTA in writing, prior to the proposal due date, should the Proponent find discrepancies, errors, ambiguities or omissions in any of Proponent's proposal documents or should the intent or meaning set forth in Proponent's proposal documents appear unclear or ambiguous.
 - i. Each Proponent shall promptly notify MARTA in writing should the Proponent find discrepancies, errors, ambiguities or omissions in any of the RFP documents prior to the end of the question/comment period set forth herein. MARTA will reply to such notices, if necessary, by issuing an addendum to the RFP. It is the responsibility of each Proponent to obtain a copy of any addendum issued for this RFP by monitoring MARTA's website at www.itsmarta.com.
- 14. Rejection of Proposals; Cancellation of RFP; Waiver of Technicalities:** MARTA reserves the right to reject any Proposal or all Proposals or to waive any technical defect in a Proposal before or after Proposal submission. MARTA also reserves the right to cancel this RFP at any time for any reason or no reason. Additionally, MARTA may, by addendum, modify any provision or part of this RFP at any time prior to the Proposal due date and time. The Proponent shall not rely on oral clarifications to the RFP unless they are confirmed, in writing, by MARTA in an issued addendum. MARTA also reserves the right to award based upon a Proponent's original submission without discussion.

15. **Georgia Open Records Act:** Information provided to MARTA is subject to disclosure under the Georgia Open Records Act (“**GORA**”). Pursuant to O.C.G.A. § 50-18-72(a)(34), “[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.].”
16. **Representation:** By submitting a proposal in response to this RFP, Proponent acknowledges and represents that: (a) the accompanying quote is made by a person or business entity that is neither a high cost lender nor a predatory lender, nor is the Proponent an affiliate of a high cost lender or a predatory lender, as described in Chapter 6A of Title 7 of the Official Code of Georgia Annotated (“Code”); (b) it has read all of the RFP documents (including, without limitation, the Contract) and acknowledges that, if successful, Proponent shall be bound by the requirements stated therein; (c) the signatory to the Proposal is the Proponent (or Proponent’s duly authorized agent or employee of the Proponent with the authority to bind Proponent hereto); (d) any information or disclosure provided in response to this RFQ are fully restated herein and remain truthful and accurate representations up to and including the date Proponent submits its Proposal to MARTA; (e) MARTA will not agree to make any substantive revisions to the Contract; (f) it will be bound by MARTA’s Code of Ethics available at <http://www.itsmarta.com/uploadedFiles/More/Procurement/Code-of-Ethics-Final-2013.pdf>, as the same may be amended from time to time in MARTA’s sole discretion; and (g) it agrees that it will voluntarily notify MARTA immediately if any information or disclosure provided to MARTA during any part of this procurement process changes, is no longer accurate or would be misleading in any way.
17. **Protests:** Any protest or objection to this RFP or the solicitation process related to this RFP must be submitted, in a timely manner, in accordance with the Protest Procedures set forth on MARTA’s website at <http://itsmarta.com/procurement-overview.aspx>.
18. **Equal Employment Opportunity and Disadvantaged Business Utilization:** All Proponents are (a) strongly encouraged to consider the use of Disadvantaged Business Enterprises (“DBE(s)”) in all aspects of the Contract that will be awarded pursuant to this solicitation process and (b) will be required to document their good faith efforts in this regard as an integral part of their Proposal. Refer to the Equal Employment Opportunity and Disadvantaged Business Enterprise Requirements.

A current listing of DBE’s certified with the Georgia Unified Certification Program DBE Directory, as the same may change from time to time, is located at <http://www.dot.ga.gov/PS/Business/DBE>.

MARTA has assigned a 0% goal for Disadvantaged Business Enterprise (DBE) participation in this project, the Proponent agrees and warrants that Proponent:

(a) does not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin; (b) complies with all the provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and other relevant orders of the US Secretary of Labor, and Proponent will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by Title VI of the Civil Rights Act of 1964, as well as, the Age Discrimination in Employment Act effective June 12, 1968, and will permit access to books, records and accounts by the Authority, the Secretary of Labor and/or the Secretary of Transportation, for purposes of investigation to ascertain Proponent's compliance with such rules, regulations, and orders; (c) takes affirmative action to assure that Disadvantaged Business Enterprises are strongly pursued for participation on this contract and will document their best efforts to ascertain DBE participation in different aspects of the project as an integral part of their submitted Proposal. The breach of any of the foregoing agreements and warranties shall be a material breach of this contract, for which MARTA, in addition to all other remedies, shall have the right to cancel the contract; and (d) provides MARTA with a written copy of its equal opportunity policy statement if less than fifty (50) employees and a copy of current written affirmative action plan if fifty (50) or more employees, which will be accomplished prior to Contract award.

19. Insurance Requirements: Proponents are advised that the successful Proponent will be required, at its sole expense, to maintain at least the following coverage and limits of insurance in effect during the term of the Contract:

- a. Commercial General Liability, Bodily Injury and Property Damage, including Contractual Liability and Products/Completed Operations Liability without the explosion, collapse and underground (XCU) exclusions eliminated of not less than \$75,000,000 single limit per occurrence. Limits of Liability may be provided under a Commercial General Liability policy and Umbrella Liability policy if desired.
- b. Workers Compensation –Georgia: Statutory coverage and Employers Liability of not less than \$1,000,000.
- c. Automobile, Bodily Injury and Property Damage Liability: Not less than \$10,000,000 single limit per occurrence.
- d. Professional Liability: Not less than \$1,000,000 single limit per occurrence.
- e. Pollution Liability: Not less than \$1,000,000 single limit per occurrence.
- f. Builders Risk: During the course of construction, Builders Risk insurance is required on

a completed value basis against all risks of physical loss, covering the replacement cost value of worked performed and the equipment supplies and materials.

All policies shall contain a Waiver of Subrogation as applicable. MARTA must be listed as an Additional Insured on all policies as applicable. The foregoing coverages must be secured from insurers and on forms of policies acceptable to the Authority and must include provisions that such insurance cannot be canceled, nor its limits reduced, without at least thirty days prior written notice to MARTA, Office of Risk Management, 2424 Piedmont Road, NE, Atlanta, Georgia 30324-3330.

The Proponent will be required to furnish evidence of insurance in the form and format requested by the Authority to the Office of Contracts, Procurement and Materials, 2424 Piedmont Road, N.E, Atlanta, Georgia 30324-3330.

20. Environmental Purchasing: MARTA desires to use Environmentally Preferable Purchasing (EPP) criteria when making purchases for commodities and services. Environmentally Preferable Purchasing refers to securing products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. These products minimize the consumption of resources, energy and water; prevent the creation of solid waste, air pollution or water pollution; minimize the use of materials or processes which compromise the environment; and/or promote the use of non-toxic substances and avoid toxic materials or processes.

a. Twelve basic categories are used to provide guidance as to what constitutes an environmentally preferable product. These categories include:

- I. Alternative Energy Source
- II. Bio-Based
- III. Biodegradable
- IV. Compostable
- V. High Recycled Content
- VI. Low Toxicity
- VII. Low Volatile Organic Compound (VOC)
- VIII. Pollution (air, water, solid waste) Reduction
- IX. Recyclable
- X. Repairable
- XI. Resource Efficient (water conserving and/or energy efficient)
- XII. Reusable

b. In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all Proposals submitted should comply with the following guidelines:

- i. All copies should be printed double-sided.
 - ii. All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e., paper made from raw materials other than trees, such as kenaf). All Proposals should note the level of recycled content contained in the paper being used.
 - iii. Unless absolutely necessary, all Proposals and copies should minimize or eliminate the use of non-recyclable or non-reusable materials, such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three-ringed binders, glued materials, paper clips and staples are acceptable.
 - iv. Proponents should submit materials in a format that allows for easy removal and recycling of paper materials.
 - v. Proponents are encouraged to use other products that contain recycled content in their Proposal documents. Such products may include, but are not limited to, folders, binders, paper clips, discs, envelopes, boxes, etc. Where appropriate, Proponents may wish to note which products in their Proposals are made with recycled materials.
 - vi. Unnecessary samples, attachments or documents not specifically asked for should not be submitted with the Proposals.
- 21. Electronic Solicitation Documents:** This RFP is being made available to all Proponents by electronic means. By responding to this RFP, Proponent acknowledges and accepts full responsibility to ensure that it is responding to the correct form of RFP, including any addenda issued by MARTA's Office of Contracts, Procurement and Materials. Proponent acknowledges and agrees that in the event of a conflict between the RFP in the Proponent's possession and the version maintained by MARTA's Office of Contracts, Procurement and Materials, the version maintained by MARTA's Office of Contracts, Procurement and Materials shall govern. The RFP document is available at www.itsmarta.com.
- 22. Award of Contract; Execution:** If MARTA awards a Contract pursuant to this procurement, MARTA will prepare and forward to the successful Proponent(s) a Contract for execution substantially in the form included in solicitation document.

The address for receiving all deliveries to MARTA Headquarters Complex (HQ - 2424 Piedmont Rd NE and HQ Annex - 2400 Piedmont Rd NE) is:

MARTA HQ Annex

2400 PIEDMONT RD NE

ATLANTA GA 30324

404-848-5081 Annex Mail Center

404-848-4773 Mail Services Supervisor

RECEIVING HOURS:

Monday – Friday

9:00 am – 2:00 pm

Closed: New Year's Day/Martin Luther King, Jr
Holiday/Memorial Day/Independence Day/Labor
Day/Thanksgiving Day/Friday Following//Thanksgiving
Day/Christmas Day

Driving Directions from I-75 S

From I-75 S,

Use the left 3 lanes to take exit 251 to merge onto I-85 N,
follow signs for I-85 N

Take the Buford Hwy N exit

Merge onto GA-13 N

Take the GA-237 N/Piedmont Rd NE exit

Turn right onto Piedmont Rd NE

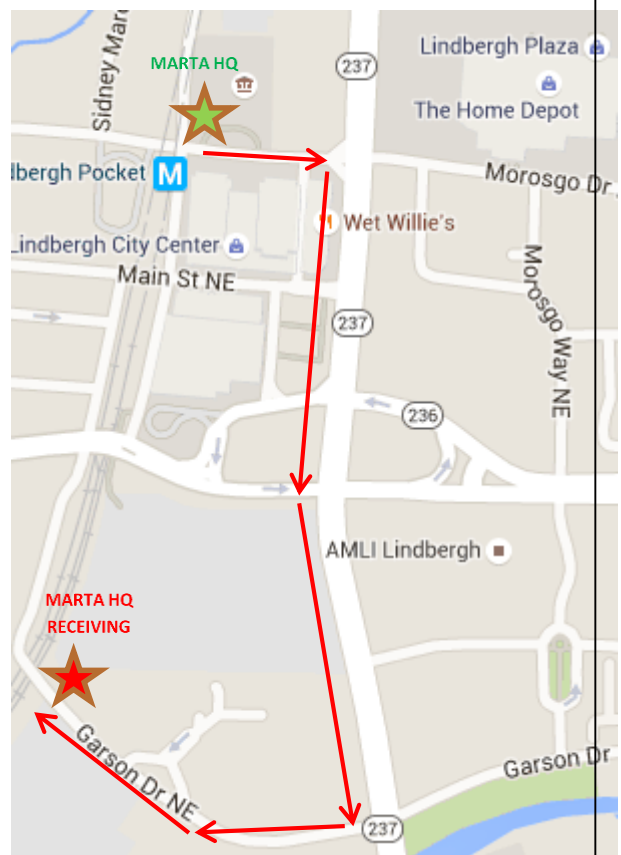
Turn left onto Garson Dr. NE (turn into third driveway on
right)

**Directions from MARTA HQ to MARTA Receiving
at the HQ Annex (see map below):**

East on Morosgo Drive to Piedmont Rd. NE

South on Piedmont Rd to Garson Dr. NE

West on Garson Dr. NE to third driveway on the
right



OVER FOR DRIVING DIRECTIONS FROM I-75 N/I-85 N, I-85 S AND GA - 400

&

DIRECTIONS TO THE HQ ANNEX MAIL CENTER LOADING DOCK

<u>Driving Directions from I-75/I-85 N</u>	<u>Driving Directions from I-85 S</u>	<u>Driving Directions from GA-400 S</u>
<p>From the I-75 N/I-85 N Connector northbound,</p> <p>Keep left at fork to stay on I-85 N, follow signs for I-85 N</p> <p>Take the Buford Hwy N exit</p> <p>Merge onto GA-13 N</p> <p>Take the GA-237 N/Piedmont Rd NE exit</p> <p>Turn right onto Piedmont Rd NE</p> <p>Turn left onto Garson Dr. NE (turn into third driveway on right)</p>	<p>From I-85 southbound,</p> <p>Take exit 88 for Lenox Rd toward GA-400 N/Cheshire Br Rd</p> <p>Turn left onto Cheshire Bridge Rd NE</p> <p>Turn right onto GA-236 W/Lavista Rd NE/Lindbergh Dr NE</p> <p>Turn left onto GA-237S/Piedmont Rd NE</p> <p>Turn right onto Garson Dr NE (turn into third driveway on right)</p>	<p>From GA-400 southbound,</p> <p>Take exit 18 for Sidney Marcus Blvd</p> <p>Turn left onto GA-237 S/Piedmont Rd NE</p> <p>Turn right onto Garson Dr NE (turn into third driveway on right)</p>

Directions to the HQ Annex Mail Center Loading Dock

Enter the driveway (note signage on fence for MARTA HQ Annex, MARTA Police) and proceed to the gate and intercom. Press the intercom button and provide the Protective Specialist:

- Your Name
- Your Company Name
- Purpose for Your Visit

From the gate, proceed to the first stop sign and turn left to the HQ Annex Mail Center and loading dock. The pedestrian entrance and doorbell are to the left of the loading dock.



PART 2: CONTENT OF PROPOSALS AND SUBMITTALS

1. **General Contents of Proposals:** A Proponent **must** submit a complete proposal in response to this RFP in the format specified in this RFP. A proposal consists of the information and submittals that are required by the RFP or being provided by Proponent as part of its proposal.
2. **Technical Proposal:**
 - (a) **Title Page:** The title page should show the RFP number and title, the Proponent's name, address and telephone and e-mail address of the contact person(s) for Proponent and the date of Proponent's proposal and identify which service the Proponent is proposing.
 - (b) **Table of Contents:** The table of contents should outline and index the contents of the proposal and correspond to the requirements of this RFP.
 - (c) **Transmittal Letter:** A letter that briefly states the Proponent's understanding of the work to be performed, its commitment to perform the work, and a statement of the reason(s) why the Proponent believes it is the best qualified individual or entity to perform the work.
 - (d) **Executive Summary:** Each Proponent is **required** to provide an overview of the Proponent's qualifications to provide the services being procured through this RFP and a high-level description of the proposed solution. At a minimum, the Executive Summary **must** contain the following information:
 - (i) Contain the complete legal name of the Proponents and the name of the legal entities that comprise the Proponents; and
 - (ii) Proponents must provide the domicile where Proponents and each entity comprising Proponents is organized, including name, brief history, contact name, address, phone number, and facsimile number; and
 - (iii) The legal structure of the entity; as well as
 - (iv) Provide an overview of the Proponent's qualifications and statement of why Proponent believes it is the best qualified entity to perform the Project.
3. **Response to all Requirements:** The Proponent's response to all requirements **must** include, but is not limited to, each of the following information.

- (a) **Financial Proposal and Overall Business Plan.** The Financial Proposal must be included in the Proposal and contain the following at a minimum:
- (i) Sources and Uses of Funds: The Proponent **must** include a balance statement showing proposed sources of funds including all debt, equity, public financing, and all fund uses including predevelopment, construction, financing and operations.
 - (ii) Feasibility Analysis: The Proponent **must** provide a leveraged and unleveraged project specific financial pro forma analysis including all project development and construction costs and a 10-year operating cash flow with project returns in Excel format.
 - a. Construction and absorption budget assumptions:
 - (1) Land acquisition costs
 - (2) Site preparation costs
 - (3) Hard and soft construction and design costs
 - (4) Lease-up costs, including working capital until building breaks even (i.e., capital necessary to operate a less-than-full building)
 - b. Stabilized annual operating budget assumptions (net cash flow of completed building at or near its expected long-term occupancy level):
 - (1) Potential gross income
 - (2) Vacancy allowance
 - (3) Operating expenses
 - (4) Net operating income
 - c. Fundamental return measures and valuation assumptions:
 - (1) Internal rate of return
 - (2) Net present value
 - (3) Summary of the proposed financial economic returns to MARTA
 - (iii) Proposed Revenue Terms: The Proposal must include an outline of financing terms for the project including projected sale revenue to MARTA.
 - (iv) Proponents are advised that their Proposals should not be contingent on the receipt of any public funding/financing. However, Proponents are free to seek public funding.

- (b) **Project Concept and Development Plan.** The Development Plan must be included in the Proposal and contain the following at a minimum:
- (i) Overall Concept and Vision: Describe the development plan and state the vision of the proposed development, including key architectural and community goals. Provide a site plan for the proposed development at a scale of no greater than 1"=100' and a schematic illustration showing massing, project scale and design character;
 - (ii) Development Program: Provide a tabular summary of the mix of uses within the proposed development including the amount and type of residential (including, without limitation, affordable housing units as referenced by MARTA TOD Policy #4), retail, hotel, office and civic spaces. Summary should also include the estimated total square feet of land area, gross and net densities, Floor Area Ratios, public green space, number of parking spaces, and an estimated total cost of the development program once 100% build-out. Include the following:
 - a. Quantity per land use
 - b. Absorption period, sales pace or lease-up pace
 - c. Market rates (for example, rent per SF, market price)
 - d. Describe philosophy of programming/management/ and maintenance of public space
 - e. Describe how proposed land uses activate public spaces
 - (iii) Compliance with MARTA TOD Guidelines and Policy Goals: Describe any Sustainable Building Practices – (as referenced in Chapter #3 of MARTA's TOD Guidelines and MARTA TOD Policy #5); explain how the proposed project addresses station access hierarchy and pedestrian connectivity including connectivity with the MARTA station, common areas within the development, and other surrounding land uses (as referenced in Chapter #3 of MARTA's TOD Guidelines and MARTA TOD Policy #2); explain how the proposed project's overall building and site design is compatible with design and site planning standards that create a great public realm (as referenced in Chapter #3 of MARTA's TOD Guidelines); and
 - (iv) Community Engagement: Describe how you would work with MARTA and DeKalb County residents, businesses and property owners within the Kensington Station area.
- (c) **The Phasing Strategy and Business Management Plan.** The Phasing Strategy and Business Management Plan must be included in the Proposal and contain the following at a minimum:

- (i) The Proponent should describe their plan for executing the Project, highlighting the role played by member Proponents and key individuals of the Project Team. Separately address the following:
 - a. Predevelopment;
 - b. Construction, shell completion;
 - c. Lease-up and tenant finishes, development completion;
 - d. Estimated absorption and/or sales;
 - e. Long term phasing strategy and land use type; and
 - f. Continuing operations, property management and security plan.
- (d) **Organizational Structure and Key Personnel:** The Proponent must provide (a) an organizational chart of the Proponent's management structure and (b) corresponding resumes for each of the individuals listed on the organizational chart provided. The organizational structure and resumes must clearly identify the Proponent's management and project teams.
 - (i) Legal form of the Proponent and the state in which it is domiciled. In the case where the Proponent is a partnership, joint venture or affiliation of two or more firms, please provide information for all participants and the nature of the relationship. This should include organizational documents and a brief description of the rights and obligations of the parties.
 - (ii) Resumes must include at least the following information:
 - a. Name and Title;
 - b. Tenure;
 - c. Professional Background;
 - d. Relevant Work Experience;
 - e. Education; and
 - f. Current and Past Employment.
 - (iii) The Proponent **must** also include a statement that clearly identifies the level of authority vested to each individual within Proponent's management structure to make decisions on behalf of the Proponent.
 - (iv) The Proponent **must** also include the geographical location of the personnel that would provide services.
 - (v) The Proponent should include the name, address, telephone, email and fax number for the contact person authorized to communicate and negotiate on behalf of the Proponent.

(vi) List any outstanding disputes or business relationships between the Proponent and the following entities, if any:

- a. MARTA;
- b. The United States Department of Transportation;
- c. Federal Transit Administration;
- d. Georgia Department of Transportation;
- e. City of Atlanta;
- f. County of Clayton;
- g. County of Cobb;
- h. County of DeKalb;
- i. County of Fulton; and/or
- j. County of Gwinnett.

Describe any other outstanding disputes involving the Proponent that may affect either Contract, which MARTA should be made aware.

(e) **Qualifications and Business References:** Proponents **must** provide:

- (i) At least three (3) written reference letters/statements from Proponent's clients (including name of client, name of Project, and contact information) regarding completed development projects similar to the services being procured by this RFP;
- (ii) A list of past and present clients Proponent has worked for or with over the last five (5) years. Please use **Form 6** to respond to this request.

NOTE: By submitting a response to this RFP, Proponent acknowledges and agrees that MARTA may directly contact any of Proponent's references or clients provided.

(f) **Experience and Qualifications:** To allow MARTA to fully understand the capabilities of Proponent, the Proponent **must** provide the information requested below for Proponent and if Proponent is a partnership or joint venture, then each member of Proponent shall provide the following information. Please provide the information stated below for each member of the Proponent's team. Use additional sheets, if necessary.

- (i) The Proponent **must** describe the experience it has within the last ten (10) years with large commercial, residential, hospitality, institutional and/or mixed-use development projects comparable to the proposed project highlighting each of the following, if applicable. Proponents should highlight, at a minimum, each of the following:

- a. Experience in the Atlanta Metropolitan Statistical Area (MSA);
 - b. Experience with Transit Oriented Development projects;
 - c. Experience with affordable housing; and
 - d. Experience working with federal, state and local governments, quasi-governmental entities, and public agencies and authorities, specifically public transit agencies.
- (ii) The Proponent **must** describe each mixed-use project completed within the last ten (10) years. Proponents should highlight, at a minimum, each of the following:
- a. Size in total land area and building area;
 - b. Scope of the project;
 - c. Location of the project;
 - d. Approximate development value;
 - e. Year completed;
 - f. Specific role of firms;
 - g. Specific role(s) of individuals expected to work on Project (if applicable); and
 - h. Client references with contact information and authorization to contact them. Please highlight any previous experience with public agencies (if applicable).

NOTE: If the Proponent is a partnership, joint venture or newly formed entity (e.g., limited liability company or corporation), the minimum requirements set forth throughout the RFP must be satisfied by the entity or individual(s) that own and control a majority equity interest (i.e., over 50% ownership) of the partnership, joint venture or newly formed entity.

- (g) **Financial Information:** Given the nature of this project, MARTA needs to understand the Proponent's financial capability to undertake and successfully complete this project. Proponents **must** provide the following:
- (i) Audited financial statements for the past three (3) years (i.e., 2015, 2016, and 2017). If Proponent's current year's audited financial statements are not yet complete, Proponent may provide either (a) audited financial statements for 2015, 2016 and 2017 or (b) audited financial statements for 2016 and 2017 as well as unaudited summary statements for the current year. The statements **must** include each of the following at a minimum:
 - a. Balance sheet;
 - b. Income statement; and

- c. Statement of change in financial position, if any.
- (ii) The names and phone numbers of references for the following:
 - a. Two commercial banks; and
 - b. Two institutional partners.
- (iii) Terms and conditions of any significant contingent liabilities, such as guaranteed loans or other obligations which could affect the ability of Proponent to obtain financing for this project.
- (iv) **ANY FINANCIAL STATEMENTS THAT PROPONENT DEEMS TO BE CONFIDENTIAL SHOULD BE MARKED AS PROPRIETARY. FAILURE TO PROVIDE THIS INFORMATION WILL RESULT IN PROPONENT BEING DEEMED NON-RESPONSIVE.**

NOTE: If the Proponent is a partnership, joint venture or newly formed entity (e.g., limited liability company or corporation), the minimum requirements set forth throughout the RFP **must** be satisfied by the entity or individual(s) that own and control a majority equity interest (i.e., over 50%) of the partnership, joint venture or newly formed entity.

4. **Preferred Terms and Deal Structure:** MARTA's preferred terms and general deal structure are set forth in the Form of Term Sheet attached as Part 5 of this RFP. The terms and conditions of the Term Sheet will be similar to those contained within the Form of Term Sheet.
5. **Equity Evaluator Scorecard:** Proponents must complete the Peachtree Center Equity Evaluator Scorecard, which provides a framework with which to evaluate the equity of TOD projects. Equitable transit-oriented development (eTOD) demands inclusive representation and engagement in underserved communities. Proponents must provide evidence that the project will contribute to improving equity in the surrounding community. The Equity Evaluator Scorecard must be completed and submitted as part of the Proposal. It can be downloaded here:

http://www.mediafire.com/folder/97nyakrhc8i48/Peachtree_Center_Equity_Evaluator.

The following factors are included in the evaluation:

- (i) **General Equity:** Generally certain development types enhance equity regardless of their location. As such the development types listed in the Evaluator will add to the equity score and offset impacts of proposed development if appropriately integrated within the community.

- (ii) Population Preservation / Expansion: The Peachtree Center station area already has a substantial portion of affordable housing and represents a great opportunity for those residents to build a stable future for themselves and their children. Development should not displace existing affordable housing and should be predominantly housing with substantial mixed-use components. Housing development components should incorporate affordable housing at percentages above metropolitan area needs and at highest densities allowed
- (iii) Physical Form: The community should be connected to the fabric of the existing community. As such elements in this component ensure proper community layout, relation to the public realm and efficiency. Disconnected and inefficient communities are de facto inequitable. This component draws elements from LEED ND certification program and we appreciate of their contribution to this complementary program.
- (iv) Affordable Housing: Proponents are advised that MARTA will review favorably Proposals that match the existing regional income distribution with special consideration given for the provision of units to extremely and very low-income households.

PART 3: TOD AND STATION INFORMATION/DEVELOPER RESPONSIBILITIES

1. Introduction:

Development Proposals should demonstrate the vision for the project and a workable planning and business framework for developing the property consistent with MARTA's TOD Guidelines.

As part of implementing a TOD project at MARTA's Kensington Station, MARTA requests qualified Proponents to submit a Development Proposal for the redevelopment of property located south of Kensington Road and bordered by Memorial Drive and Covington Highway in DeKalb County. (See Attachment A). The intent of this RFP is to solicit proposals to convert this property across the street from MARTA's Kensington Station into a quality TOD project.

The development ("Project") will be implemented by a private developer that MARTA will select through this RFP. Control of the property will be conveyed to the awardee in fee through a purchase and sale agreement.

Kensington Station is classified as a Commuter Town Center Station in MARTA's TOD Guidelines and is located on MARTA's Blue Line. With approximately 5,565 average weekday boardings Kensington Station is ranked as MARTA's 12th busiest rail station.

An aerial photograph of the property is set forth in Attachment A and incorporated herein by this reference.

- 2. Transit Oriented Development Objectives:** In November 2010, MARTA's Board of Directors adopted TOD Guidelines ("**TOD Guidelines**"), which sets forth, among other things, MARTA's commitment to TOD and joint development projects on MARTA property. Concurrently, MARTA adopted Policies for Implementing MARTA's TOD Guidelines ("**TOD Policies**"). The TOD Guidelines and TOD Policies are available on MARTA's website at <http://www.itsmarta.com/guidelines-policies.aspx>. MARTA's interest in TOD projects reflects the following three over-arching strategic goals:

- (a) To generate greater transit ridership which is a natural consequence of clustering mixed-use development around stations and along corridors;
- (b) To promote a sustainable, affordable and growing future for the people of Metro Atlanta; and
- (c) To generate a return on MARTA's transit investment—through enhanced passenger revenues, greater federal support, and, where applicable, development on MARTA property.

The TOD Guidelines provide a framework for designing and constructing successful TOD projects. The TOD Guidelines are built around four principles:

- (a) Station-area development that is compact and dense relative to its surroundings. TOD seeks greater density so that more people can live, work, shop, or go to school within walking distance of the station. In so doing, revenue is generated for MARTA and other transit providers; and people drive less, use less gasoline and save money.
- (b) A rich mix of land uses. TOD creates places where the clustering of uses allows people to do what they need and want to do more conveniently. A lively mix of uses strengthens the link between transit and development as station areas become “24/7” places where people use transit at night and on weekends. Combining transit origins like housing with transit destinations like jobs and schools allows the system to carry rush-hour commuters in both directions, functioning more cost-effectively by serving more riders with the same fleet.
- (c) A great public realm. Transit-oriented development is pedestrian-oriented development, particularly within the quarter-mile radius of the station that most people will walk. In a TOD environment, a grid of small, navigable blocks has sidewalks throughout, with attractive amenities, lighting, way-finding and active uses at street-level. The streets, sidewalks, plazas and stations are safe, active and accessible.
- (d) A new approach to parking. TOD does not mean “no cars”. Even with high transit utilization, many people will come and go by automobile and need a place to park. A defining characteristic of TOD is that it requires less parking than similar development in non-transit locations. Parking is shared as much as possible, taking advantage of dove-tailing uses and reducing further the actual number of spaces provided. Essential parking is designed so as not to dominate the visual or pedestrian environment.

The selected Firm will be expected to coordinate its planning, design, engineering and development efforts with MARTA and the appropriate representatives from DeKalb County.

MARTA serves an ethnically and economically diverse metropolitan area and encourages Proponents to use good faith efforts to include the participation of small businesses that are owned and controlled by socially and economically disadvantaged individuals in this Project.

3. Site Constraints: None.

4. Local Land Use:

- (a) **Zoning:** The subject property owned by MARTA at the Kensington Station is currently zoned RM-75. The maximum Floor Area Ratio (FAR) allowed in this area is 3 to 10. Refer to the Code of Ordinances via the following link: <http://www.municode.com>
- (b) **Workforce Housing:** MARTA's TOD policies state that for Joint Development Projects on its property, MARTA will apply a goal of 20% housing affordability, on average. For this Project, MARTA has established a goal that 20% of residential units be reserved for families earning at or below 80% percent of the Atlanta Metropolitan Statistical Area Median Income ("AMI"). Priority is placed on the provision of housing for families. Special consideration will be given to Firms who submit Proposals which exceed this goal. Maximum Rent Limits will be the lesser of 35% of the qualified tenant's gross income or the maximum LIHTC rent for a four-person household at 80% of AMI published annually by HUD. The workforce housing units should reflect the unit types and unit mix proposed for the Project.
- (c) **Previous Plans:** In 2012, DeKalb County Planning & Sustainability Department updated its Kensington Station Livable Centers Initiative Study with significant involvement from local property owners and residents. The plan establishes a comprehensive development plan for the study area that builds on the LCI Plan created in 2002 for the area. The plan addresses both land use and transportation issues to support development that will support a multi-modal environment and optimize utilization of the existing MARTA station. The full report can be accessed here:

<https://kensingtonlci.files.wordpress.com/2012/04/kensington-tod-report-lowres.pdf>

5. Developer Responsibilities: This section provides a general overview of the anticipated responsibilities of the selected Proponent. Following the selection of the Firm, MARTA intends to address development responsibilities in more specifically defined and detailed definitive agreements which will ultimately be approved by the MARTA Board of Directors as negotiated between the parties.

- (a) Land: The selected Firm is expected to purchase the subject property in order to implement a plan meeting MARTA's TOD objectives.
- (b) **Market Research:** The selected Firm will be responsible for conducting the necessary market research and analysis to determine the marketable property types and supportable lease, sales and absorption rates. The associated cost of all market research shall be borne by the selected Firm.

- (c) Site Planning: In conjunction with MARTA and DeKalb County, the selected Firm will be responsible for designing and implementing a plan for a market supported and financially feasible TOD that achieves the development objectives of MARTA and DeKalb County as previously stated. This plan must be governed by the influences of the site's natural and transit characteristics, as well as the demand for growth and development based on existing trends within the Atlanta region. In addition, the plan will define a vision of the future, incorporating thoughts on planning for urban development, environmental stewardship, equity and how infrastructure and services will be provided to support the development of the site.
- (d) Entitlements and Development Approvals: The selected Firm will be responsible for effectuating any necessary land use changes and obtaining permits or regulatory approvals for development of the site from DeKalb County and other governing entities. This includes rezoning, any required environmental site assessments, documentation, reports, approvals, building permits, and any similar necessary requirements.
- (e) Securing Project Financing: The selected Firm will be responsible for financing the entire cost of the proposed Project. These costs include all pre-development and development costs such as infrastructure, public communications, entitlements, environmental, traffic, soil, or other studies, design and construction costs, and off-and-on-site work, including all utilities.
- (f) MARTA will work with the selected Firm to seek any available public financing opportunities to support infrastructure-related improvements at the Project. **The project must not be contingent upon receipt of public financing.** Invest Atlanta offers the following public financing tools:
 - (i) Tax Exempt Bond Financing: The Urban Residential Finance authority may issue tax exempt bonds for multi-family housing. These bonds provide low interest rates on borrowing and access to higher leverage. Tax exempt rates can be below 6% for long term "AAA" rated fixed-rate housing bonds. Variable rate (floating rate) bonds currently have rates around 3%. Eligible projects must include an affordable housing component and may be eligible for Federal and State Low-Income Housing Tax Credits.
 - (ii) Lease Purchase Bonds: Invest Atlanta may issue lease purchase bonds for new capital investment leading to job creation and/or retention and workforce housing in the City of Atlanta. In this program, property taxes are reduced by 50% and then over a ten-year period the reduction is reduced by 5% a year. Invest Atlanta will issue a minimum of \$10 million in lease purchase bonds to support new capital investment; however, exceptions to this minimum issuance amount may be made by Invest Atlanta, in its sole discretion, if a compelling

economic development reason is demonstrated. Currently, there is no maximum per project principal amount of lease purchase bonds Invest Atlanta will issue. All projects applying for this incentive must demonstrate economic development benefits to the City, which can be shown through the creation of new jobs and retention of existing jobs. Additional economic and community development benefits Invest Atlanta may consider include, but are not limited to, attraction of a target industry, capital investment, infrastructure development and affordable workforce housing. Lease Purchase Bonds can be layered with other financing sources.

6. Horizontal and Vertical Development: The selected Firm will be responsible for the construction of all necessary off-site and selected on-site improvements including, but not limited to, all required site infrastructure such as utilities and roads; building cores and shells; tenant improvements; furniture, fixtures and equipment; and landscaping. The Firm shall be responsible for the management, direction, design, integration, scheduling, control, review and approval of all subcontract work and services, and will be required to comply with all applicable MARTA, DeKalb County, State of Georgia and U.S. federal regulations.
7. Facilitating Community Engagement: MARTA will work with the selected Firm to build neighborhood support for the proposed Project by assisting with community outreach initiatives as the project advances. MARTA strongly encourages Proponents to develop a detailed community outreach plan that provides a comprehensive strategy for community involvement.
8. Project Management: Subject to MARTA's reasonable review and approval, the selected Proponent will be responsible for the operation and management of the Project.

PART 4: SUBMITTAL FORMS

1. Illegal Immigration Reform and Enforcement Act Affidavit (Form 1)
2. Contractor Affidavit (Form 1a)
3. Subcontractor Affidavit (Form 1b)
4. Sub-Subcontractor Affidavit (Form 1c)
5. Acknowledgement of Addenda (Form 2)
6. Price Proposal (Form 3)
7. No Conflict of Interest (Form 4)
8. List of Proposed Subcontractors (Form 5)
9. Proponents' Qualifications and Business References (Form 6)
10. Office of Diversity and Inclusion Requirements (Appendix A)

FORM 1
ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT FORMS

All Proponents must comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.G.G.A § 13-10-90, et seq. ("Act"). Proponents must familiarize themselves with ACT and are solely responsible for ensuring their compliance therewith. Proponents may not rely on these instructions for that purpose. These instructions are offered only as a convenience to assist Proponents in complying with the requirements of MARTA's procurement process and the terms of this IFB.

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the response to the solicitation prior to the solicitation's due date.
2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.
3. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself (see Example 1 below). Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit (see Example 2 below).

Example 1: ABC, Inc. and XYZ, Inc. form and submit a bid/proposal as TransitService, LLC. TransitService, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of TransitService, LLC which includes the Federal Work Authorization User ID Number issued to TransitService, LLC.

Example 2: ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a bid/proposal under the name TransitService, JV. If, based on the nature of the JV agreement, TransitService, JV is not required to obtain an Employer Identification Number from the IRS. The bid/proposal submitted by TransitService, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit. All Contractor Affidavits must be notarized.
5. Subcontractor and sub-subcontractor affidavits are not required at the time of bid/proposal submission, but will be required at or prior to Contract execution or in accordance with the timelines set forth in ACT.

FORM 1a
CONTRACTOR AFFIDAVIT
O.C.G.A. § 13-10-91(b)(1)

By executing this Contractor Affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of MARTA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: Metropolitan Atlanta Rapid Transit Authority

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on _____, _____, 20__ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE

ME ON THIS THE ____, DAY OF _____, 201____

NOTARY PUBLIC

My Commission Expires: _____

FORM 1b
SUBCONTRACTOR AFFIDAVIT
O.C.G.A. § 13-10-91(b)(3)

By executing this Subcontractor Affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of MARTA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor: _____

Name of Project: _____

Name of Public Employer: Metropolitan Atlanta Rapid Transit Authority

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on _____, ____, 20__ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ____, DAY OF _____, 201____

NOTARY PUBLIC

My Commission Expires: _____

FORM 1c
SUB-SUBCONTRACTOR AFFIDAVIT
O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (name of contractor) on behalf of MARTA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-Subcontractor: _____

Name of Project: _____

Name of Public Employer: Metropolitan Atlanta Rapid Transit Authority

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on _____, ____, 20__ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ____, DAY OF _____, 201____

NOTARY PUBLIC

My Commission Expires: _____

FORM 2
ACKNOWLEDGMENT OF ADDENDA

Each Proponent or Proponents must complete and submit an acknowledgement with its proposal that it has received all Addenda issued by MARTA for this solicitation. If none were issued check the box next to the word "NONE" below. This form has been included and may be used to satisfy this requirement. This is to acknowledge receipt of the following Addenda for **RFP P40844: Joint Development of Parcels D1123 and D1135 at Kensington Station.**

NONE []

1. _____;
2. _____;
3. _____;
4. _____;
5. _____;
6. _____;
7. _____;
8. _____;
9. _____;
10. _____; and
11. _____.

Date: _____, 20____

Corporate Proponent or Proponent:
[Insert Corporate Name]

By: _____

Print Name: _____

Title: _____

**Corporate Secretary/Assistant
Secretary (Seal)**

Date: _____, 20____

Non-Corporate Proponent or Proponent:
[Insert Proponent Name]

By: _____

Print Name: _____

Title: _____

Notary Public (Seal)
My Commission Expires: _____

FORM 3
RESERVED

FORM 4
CERTIFICATION OF NO CONFLICT OF INTEREST

Except as may be identified and explained below, the undersigned hereby certifies that (a) no member of the Board of Directors, officer, and employee of the Metropolitan Atlanta Rapid Transit Authority, (b) no elected, appointed, and employed official or employee of the State of Georgia and of a governing body, instrumentality, or political subdivision within the territory comprising the Counties of Fulton, DeKalb or Clayton, Georgia, and (c) no relative of any persons described above, (d) no member of and delegate to the Congress of the United States has an interest whatsoever (regardless of how indirect and how remote that interest may be) in Consultant's organization and in the proceeds of a Contract and agreement which might be made between Consultant and the Metropolitan Atlanta Rapid Transit Authority as a result of the proposal, quote, bid and/or qualification statement accompanied by this certification, and (e) no person who is or who during the past twelve months has been a member of the Board of Directors, an officer, or an employee of the Metropolitan Atlanta Rapid Transit Authority is employed by or on behalf of the Consultant's organization.

The undersigned certifies that he/she is legally authorized by the Consultant to make the above representation, and that the representation is true to the best of his/her knowledge and belief and without deliberate omission of any inquiry which would to the best of his/her belief tend to change the above representation. The undersigned understands that any representation made knowing it to be false may disqualify the Consultant from being awarded the Contract and future work by MARTA.

NOTE: THIS CERTIFICATION MUST BE SIGNED AND SUBMITTED TO MARTA.

Signature _____

Print Name _____

Title _____ Telephone #: _____

Name of Consultant Company _____

Address _____

FORM 5
LIST OF PROPOSED SUBCONTRACTORS

PROVIDE THE FOLLOWING INFORMATION FOR EACH PROPOSED SUBCONTRACTOR

1. NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

SUBCONTRACT EFFORT: _____

AGE OF FIRM: _____ YEAR(S) _____ MONTH(S) ☐ DBE ☐ NON-DBE

ANNUAL GROSS RECEIPTS OF FIRM:

☐ \$0 - \$99,999 ☐ \$100,000 - \$499,999 ☐ \$500,000 - \$999,999 ☐ \$1,000,000 - \$4,999,999

☐ \$5,000,000 - \$9,999,999 ☐ \$10,000,000 - \$14,999,999 ☐ \$15,000,000 – 24,999,999

2. NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

SUBCONTRACT EFFORT: _____

AGE OF FIRM: _____ YEAR(S) _____ MONTH(S) ☐ DBE ☐ NON-DBE

ANNUAL GROSS RECEIPTS OF FIRM:

☐ \$0 - \$99,999 ☐ \$100,000 - \$499,999 ☐ \$500,000 - \$999,999 ☐ \$1,000,000 - \$4,999,999

☐ \$5,000,000 - \$9,999,999 ☐ \$10,000,000 - \$14,999,999 ☐ \$15,000,000 – 24,999,999

3. NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

SUBCONTRACT EFFORT: _____

AGE OF FIRM: _____ YEAR(S) _____ MONTH(S) ☐ DBE ☐ NON-DBE

ANNUAL GROSS RECEIPTS OF FIRM:

☐ \$0 - \$99,999 ☐ \$100,000 - \$499,999 ☐ \$500,000 - \$999,999 ☐ \$1,000,000 - \$4,999,999
☐ \$5,000,000 - \$9,999,999 ☐ \$10,000,000 - \$14,999,999 ☐ \$15,000,000 – 24,999,999

4. NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

SUBCONTRACT EFFORT: _____

AGE OF FIRM: _____ YEAR(S) _____ MONTH(S) ☐ DBE ☐ NON-DBE

ANNUAL GROSS RECEIPTS OF FIRM:

☐ \$0 - \$99,999 ☐ \$100,000 - \$499,999 ☐ \$500,000 - \$999,999 ☐ \$1,000,000 - \$4,999,999
☐ \$5,000,000 - \$9,999,999 ☐ \$10,000,000 - \$14,999,999 ☐ \$15,000,000 – 24,999,999

5. NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

SUBCONTRACT EFFORT: _____

AGE OF FIRM: _____ YEAR(S) _____ MONTH(S) ☐ DBE ☐ NON-DBE

ANNUAL GROSS RECEIPTS OF FIRM:

☐ \$0 - \$99,999 ☐ \$100,000 - \$499,999 ☐ \$500,000 - \$999,999 ☐ \$1,000,000 - \$4,999,999
☐ \$5,000,000 - \$9,999,999 ☐ \$10,000,000 - \$14,999,999 ☐ \$15,000,000 – 24,999,999

6. NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

SUBCONTRACT EFFORT: _____

AGE OF FIRM: _____ YEAR(S) _____ MONTH(S) ☐ DBE ☐ NON-DBE

ANNUAL GROSS RECEIPTS OF FIRM:

☐ \$0 - \$99,999 ☐ \$100,000 - \$499,999 ☐ \$500,000 - \$999,999 ☐ \$1,000,000 - \$4,999,999

☐ \$5,000,000 - \$9,999,999 ☐ \$10,000,000 - \$14,999,999 ☐ \$15,000,000 – 24,999,999

(Use Additional Sheet(s) as Required)

FORM 6
PROPONENT'S QUALIFICATIONS AND BUSINESS REFERENCES

Name of Proponent _____

Principal Office _____
(Street Address or P.O. Box Number)

(State) (Zip Code)

() _____ () _____
(Telephone Number) (Fax Number)

Federal ID Number: _____
(Social Security Number in case of an individual)

1. Are you registered to do business in Georgia? _____ Classification _____
2. Do you hold a valid Business License? _____ Municipality/ License No. _____
3. Are you an individual ____, a partnership ____, a corporation ____, or a joint venture ____?
(Check as applicable)

If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of incorporation; if a joint venture, list names and addresses of ventures and, if any venturer is a corporation, partnership, or joint venture, list the same information for each such corporation, partnership, and joint venture.

4. How many years has your organization been in business under your present business name?
____ Yrs.
5. How many years of experience has your organization had in work similar to the work of this Contract?

(a) As a prime contractor? _____

(b) As a subcontractor? _____

6. List all the contracts which your organization has completed during the last 5 years, and which demonstrate qualifications to perform the work of this Contract. (For joint venture work shows the sponsoring individual or company.)

Year	Contract Price	Kind of Contract	Location of Work	Name and Address of Customer
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

7. Have you or your organization, or any officer or partner thereof, failed to complete a contract?__

If so, give details _____

8. In what other lines of business are you financially interested?_____

9. Give information about the experience of the principal individuals of your present organization.

10. List similar contract work which you have currently underway, or for which you are committed:

Page 43 P40844 – Joint Development of Parcels D1123 and D1135 at Kensington Station

12. Reference is hereby made to the following financial institutions as to the financial responsibility of the Proponent:

Name of the Bank: _____

Street Address: _____

City and State: _____ Telephone: _____

Officer familiar with Proponent's Account: _____

Name of the Bank: _____

Street Address: _____

City and State: _____ Telephone: _____

Officer familiar with Proponent's Account: _____

Name of the Bank: _____

Street Address: _____

City and State: _____ Telephone: _____

Officer familiar with Proponent's Account: _____

13. Reference is hereby made to the following surety/insurance company or companies as to the financial responsibility and general reliability of the Proponent:

Name of Surety/Insurance Company: _____

Name of Local Agent (if different): _____

Local Street Address: _____

City and State: _____ Telephone: _____

Person familiar with Proponent's Account: _____

Name of Surety/Insurance Company: _____

Name of Local Agent (if different): _____

Local Street Address: _____

City and State: _____ Telephone: _____

Person familiar with Proponent's Account: _____

14. Is any litigation pending against your organization or has your organization been engaged in any litigation or adversarial proceedings within the last five (5) years? [check the correct response below]

Yes _____ No _____

If your response is yes, please provide a detailed description of each proceeding below. (Use additional pages if necessary)

The undersigned certifies that he is legally authorized by the Proponent to make the statements and representations contained in this form, and represents and warrants that the foregoing information is true and accurate to the best of his knowledge, and intends that the Metropolitan Atlanta Rapid Transit Authority rely thereon in awarding the Contract.

PROPONENT'S NAME _____

DATE OF SIGNING _____

SIGNATURE _____

TITLE _____

APPENDIX A
OFFICE OF DIVERSITY AND INCLUSION REQUIREMENT SUBMITTALS

See attached.

PART III – EEO STATISTICAL DATA FOR PRIME CONTRACTORS

A. Employment Data

The Bidder shall provide the following information pertaining to its workforce. If the Bidder has an Atlanta-area workforce, it should be shown; if the Contractor does not have an Atlanta-area workforce, total permanent workforce should be shown.

JOB CATEGORIES	ALL EMPLOYEES			TOTAL MINORITY EMPLOYEES							
	TOTAL MALES AND FEMALES	MALES	FEMALES	MALES				FEMALES			
				BLACK	ASIAN AMERICAN	AMERICAN INDIAN	HISPANIC	BLACK	ASIAN AMERICAN	AMERICAN INDIAN	HISPANIC
Officers											
Managers											
Supervisors											
Professionals											
Technicians											
Sales Workers											
Office & Clerical											
Craftsman (skilled)											
Operatives (semi-skilled)											
Laborers (unskilled)											
Service Workers											
Apprentices											
TOTALS											

The above reflects (check ☐ Atlanta-area workforce ☐ Total permanent workforce (outside Atlanta area))

* Bidders with 50 or more employees are required to submit a copy of their written Affirmative Action Plan

** Bidders with less than 50 employees are required to submit a copy of their Equal Opportunity Policy statement signed by an authorized company official.

PART 5: FORM OF TERM SHEET
TERM SHEET FOR TRANSIT ORIENTED DEVELOPMENT AT KENSINGTON STATION

This Term Sheet for MARTA's Transit-Oriented Development at Kensington Station ("Term Sheet") by and between Metropolitan Atlanta Rapid Transit Authority and _____ dated _____, 2018 is intended to summarize the principal terms of a proposal being considered by the undersigned parties regarding a possible [ground lease or sale] (the "**Proposed Transaction**") of certain real property described in **Exhibit A**. The property is just South of Kensington Rd at the Kensington Marta Station and borders Memorial Drive and Covington Highway in DeKalb County, Georgia (collectively, the "**Property**"). The undersigned parties wish to negotiate one or more definitive written agreements providing for the Proposed Transaction (collectively, the "**Definitive Agreement**"). Except where expressly provided otherwise herein, the provisions of this Term Sheet do not constitute, and will not give rise to, any legal binding obligation on the part of any of the undersigned parties. Moreover, no past or future action, course of conduct, or failure to act relating to the Proposed Transaction or relating to the negotiation of the Proposed Transaction or the Definitive Agreement will give rise to or serve as the basis for any obligation hereunder or other liability hereunder on the part of any of the undersigned other than those provisions expressly made binding herein.

1. Owner:

Metropolitan Atlanta Rapid Transit Authority ("**MARTA**").

2. Developer:

3. Property:

Those certain parcels located at (a) 4200 Memorial Drive, DeKalb County, Georgia, (b) 3393 Kensington Road, DeKalb County, Georgia, (c) 3391 Kensington Road, DeKalb County, Georgia, (d) 3383 Kensington Road, DeKalb County, Georgia, and (e) 3321 Kensington Road, DeKalb County, Georgia (Parcels D1123 and D1135) as further described in **Attachment A** attached hereto and incorporated herein by this reference. Improvements to be developed by Developer on the Property for residential, commercial, hospitality and/or certain other ancillary but related uses hereinafter referred to as the "**Project Improvements**".

4. Property Condition:

In the Definitive Agreement, MARTA will warrant fee simple title to the Property, the environmental history/condition or other condition of the Property, or fitness of the Property for any use. Upon the execution of the Definitive Agreement, Developer shall accept its interest in the Property in an "AS IS-WHERE AS" condition.

5. Type of Definitive Agreement:

The Definitive Agreements shall be between MARTA and Developer and shall include (a) a Purchase and Sale Agreement; (b) a confidentiality and access agreement granting Developer access to the Property for purposes of performing preliminary due diligence review prior to the effective date of the PSA (a “**Confidentiality and Access Agreement**”); and (d) a Declaration of Covenants, Conditions and Restrictions (“**CC&Rs**”). The Definitive Agreement shall include, but not be limited to, the documents listed on **Exhibit C** attached hereto.

A. Purchase and Sale Agreement. The PSA shall include, without limitation, the applicable terms and conditions more specifically set forth in this Term Sheet. The Property shall be sold in its “as-is, where-is” condition, subject to normal and customary representations and warranties by MARTA which shall be negotiated in the PSA. The PSA shall include, without limitation, the following contingencies and provisions:

- I. **Purchase Price.** The Purchase Price of the Property (a) shall be equal to the appraised fair market value determined (based on relative acreage) from the _____ appraisal of the Property and (b) shall increase annually at the lesser of (i) the change in CPI or (ii) 2.0% per annum until the transaction is closed. . The Purchase Price will be paid at closing by wire transfer to MARTA of immediately available funds through an escrow account with Calloway Title and Escrow, LLC (“**Escrow Agent**”). The PSA shall not contain a financing contingency.

Upon the execution of the PSA by MARTA and Developer, the Deposit (as described hereinbelow) shall be delivered by Developer to Escrow Agent promptly following the execution of the PSA as earnest money (“**Earnest Money**”). If the PSA is terminated prior to closing due to Developer’s default, the Earnest Money will be paid to MARTA as liquidated damages. If the closing occurs, the Earnest Money will be paid to MARTA and credited against the Purchase Price. If (a) the closing does not occur for any reason other than a default by Developer or (b) the PSA specifies the Earnest Money be paid to MARTA, the Earnest Money will be refunded to Developer. Each party agrees to pay their own legal fees. The PSA will include customary cost allocation and proration provisions.

- II. **Title.** Developer’s approval of the condition of title to the Property as set forth at **Section 9** below.
- III. **Environmental.** Developer’s approval of the condition of the Property including, the presence of any hazardous or toxic materials in, on, under or about the Property and the soils and groundwater beneath the Property. As of the Closing

Date (as hereinafter defined), the physical condition of the Property shall be substantially the same as when inspected and approved by Developer.

- IV. Due Diligence. Developer's approval of all agreements, contracts, leases, warranties, documents, reports, and studies including, without limitation, traffic studies, storm water detention reports, utility information surveys, plans, maps, governmental approvals and permits concerning the Property. MARTA shall deliver all such documents and information in MARTA's possession or control as set forth in Section 9(a) below. Prior to closing, MARTA shall, at its sole cost and expense, terminate all leases affecting the Property that are not approved and assumed in writing by Developer.
- V. Zoning Variances. MARTA shall provide reasonable cooperation, at no cost to MARTA, in connection with any zoning variances as more particularly set forth at Section 13 below.
- VI. Ongoing Right of Entry. At all times following the execution of the PSA, and with MARTA's approval not be unreasonably withheld, conditioned or delayed, Developer and its agents, employees and contractors shall have the right to enter the Property to inspect and conduct such non-invasive tests, studies and inspections of the Property and soils and groundwater beneath the Property as may be deemed necessary or desirable by Developer (e.g., Phase I Environmental Testing but no a Phase II Environmental Testing). Developer shall repair any damage or injury to the Property caused by Developer or its agents, employees or contractors.
- VII. Reservation of Easements and Rights/Reverter. The parties agree that MARTA shall have a right of reverter contained within the Limited Warranty Deed that requires Developer to re-convey fee simple interest in and to the Property to MARTA in the event Developer defaults under the terms of the PSA; provided, MARTA simultaneously therewith refunds the Purchase Price (without interest or mark-up of any kind).

6. Good Faith Deposit:

MARTA shall not execute this Term Sheet unless and until Developer (or its designated Developer) deposits with MARTA wired federal funds (or other immediately available funds) in the amount of **Eighty Thousand and No/100 U.S. Dollars (\$80,000.00)** as a good faith deposit to be held by MARTA during negotiations of the Definitive Agreement (such good faith deposit and any interest accrued thereon, should MARTA choose in its sole discretion to hold the good faith deposit in an interest-bearing account, shall be referred to hereinafter as the "**Deposit**"). In the event that Developer unilaterally elects not to enter into the PSA with MARTA or defaults under the terms of the PSA: (a) MARTA shall retain, as reimbursement for MARTA's expenses in negotiating the Definitive Agreement and not as

a penalty, a portion of the Deposit equal to the total amount of out-of-pocket fees and expenses incurred by MARTA (including, but not limited to, fees and expenses charged by attorneys and other legal personnel and by business and financial consultants, and MARTA staff salaries and overhead expenses) in negotiating the Definitive Agreement (collectively, "**MARTA's Transactional Costs**") and any amounts otherwise due and payable from Developer to MARTA; and (b) MARTA shall return to Developer any portion of the Deposit remaining after the amounts described in Subsection 6(a) are subtracted from the Deposit. Upon retention/disbursement of the Deposit in accordance with this Section 6, MARTA shall have no recourse against Developer, except as may be provided under the Definitive Agreement. Upon the execution of the Purchase and Sale Agreement, the Deposit shall be credited against the purchase price of the Property. This Section 6 shall be binding upon the parties hereto upon execution of this Term Sheet by both parties.

7. Termination by MARTA:

MARTA may void this Term Sheet and terminate the negotiations relating to this Term Sheet in the event that: (a) by the 150th calendar day after execution of this Term Sheet, the parties have not firmly agreed (as indicated in a letter or other writing executed by each party) on the issues of purchase price, size of Project Improvements and completion date(s); (b) the parties hereto do not execute the Definitive Agreement by the 270th calendar day after execution of this Term Sheet (the "**Closing Date**"); or (c) MARTA notifies Developer in writing that the negotiations for an executed Definitive Agreement are not progressing in a manner reasonably calculated, in MARTA's judgment, to arrive at a Definitive Agreement by the Closing Date; provided, however, that prior to any such termination by MARTA pursuant to this Section 7(c), MARTA shall provide Developer, fifteen (15) days prior to the exercise of such termination right, written notice specifying the relevant unresolved issues. Upon any termination pursuant to this Section 7, or upon termination by Developer pursuant to Section 9(b) below, MARTA shall return the full Deposit to Developer.

Upon disbursement of the Deposit and expense reimbursement in accordance with this Section 7 (if any), MARTA shall have no recourse against Developer relating to the Proposed Transaction, and Developer shall have no recourse against MARTA relating to the Proposed Transaction. This Section 7 shall be binding upon the parties hereto upon execution of this Term Sheet by both parties.

8. Termination by Developer:

If Developer terminates the negotiations for the Definitive Agreement by written notice to MARTA for any reason other than pursuant to and in accordance with Section 9(b), MARTA shall retain 100% of the Deposit as compensation for MARTA's time and expenses in negotiating the Definitive Agreement, for MARTA's transactional costs, and for MARTA's forgoing the opportunity to market the Property to other developers, and not as a penalty. Upon retention of the Deposit in accordance with this Section 8, MARTA shall have no recourse against Developer relating to the Proposed Transaction, and Developer shall have

no recourse against MARTA relating to the Proposed Transaction. This Section 8 shall be binding upon the parties hereto upon execution of this Term Sheet by both parties.

9. Inspection Period:

- (a) Provided that MARTA and Developer have entered into a mutually acceptable Confidentiality and Access Agreement, Developer shall have until the 120th calendar day after execution of this Term Sheet (the ***"Inspection Period"***) to continue to conduct testing and obtain reports relating to the Property (such reports to include title, survey, environmental and engineering reports), which materials shall be delivered by MARTA to Developer within five (5) business days following the execution of the PSA. Should the results of any such reports (other than title or survey, which are addressed separately in Section 9(b) below) obtained by Developer during the Inspection Period be unacceptable to Developer with respect to any circumstance or condition, Developer may give MARTA written notice, prior to expiration of the Inspection Period, and upon receipt of such notice: (i) MARTA shall retain a portion of the Deposit equal to MARTA's Transactional Costs and any amounts otherwise due and payable from Developer to MARTA, as reimbursement for MARTA's time and expenses in negotiating the Definitive Agreement and not as a penalty; and (ii) MARTA shall return to Developer any portion of the Deposit remaining after subtracting the amounts described in Subsection (9)(a)(i). Upon retention/disbursement of the Deposit in accordance with this Section 9, MARTA shall have no recourse against Developer relating to the Proposed Transaction, and Developer shall have no recourse against MARTA relating to the Proposed Transaction, except pursuant to the Confidentiality and Access Agreement. In the event of a conflict between the Confidentiality and Access Agreement and this Section 9, the Confidentiality and Access Agreement shall control. The provisions herein for termination of recourse upon disbursement of the Deposit shall neither abrogate nor otherwise affect the parties' obligations under the Confidentiality and Access Agreement.
- (b) The parties hereto acknowledge and agree that MARTA provided a copy of MARTA's existing title policy to Developer on or before [_____, 2018]. In the event that title or survey defects prevent a title company from actually insuring title or eliminate the availability of financing, then Developer may terminate the PSA and MARTA shall return the full Deposit to Developer and reimburse Developer as required by Section 7 hereof. Upon such return of the Deposit, MARTA shall have no recourse against Developer relating to the Proposed Transaction, and Developer shall have no recourse against MARTA relating to the Proposed Transaction.
- (c) This Section 9 shall be binding upon the parties hereto upon execution of this Term Sheet by both parties.

10. Proposed Use:

Developer shall construct the Project Improvements in a manner reasonably consistent with the site map and land use plan set forth on **Exhibit B (“Site Map and Land Use Plan”)**, together with other accessory facilities serving the foregoing improvements. If applicable, the Project Improvements will include at least twenty percent (20%) of the total housing units constructed set aside as “affordable” housing, meaning restricted to households with an annual income of no more than 80% of the area median income for the Atlanta-Sandy Springs-Marietta Metropolitan Statistical Area as established annually by the U.S. Department of Housing and Urban Development or other mutually agreed upon definition of affordable housing as defined in the Definitive Agreement. All Project Improvements must be developed substantially in accordance with the Proposal submitted by Developer in response to Request for Proposals No. P40844 for the development of the Property.

11. Required Commencement of Construction:

In the event that meaningful and material construction activities (including any necessary Brownfield remediation), as evidenced by the receipt of permits (Land Development and Building Permit), consistent with the terms of the Definitive Agreement has not commenced, or is not being diligently prosecuted, by the second (2nd) anniversary of the date of execution of the PSA (the “**Recapture Date**”) MARTA shall be entitled to (a) terminate the PSA at any time and (b) if fee title has transferred, MARTA shall be entitled to exercise its reversionary interest as set forth in the Limited Warranty Deed. In the event of such termination: (a) Developer shall have no recourse against MARTA; (b) MARTA shall refund the Purchase Price (without interest or mark-up of any kind) and (c) MARTA shall be entitled to require Developer to restore the Property either to the condition it was in on the Effective Date of the PSA or to a graded “construction ready” site, at MARTA’s option. Any Recapture Date may be extended by the mutual agreement of the parties.

12. Substantial Completion:

Developer shall cause the Project Improvements to be substantially complete (subject to force majeure for a reasonable period) on or before the date that is 36 months after the Recapture Date (each, a “**Required Substantial Completion Date**”).

13. Rezoning Approvals:

Developer shall be responsible for pursuing any rezoning, variances, special use permits, zoning modifications, site plan approvals or other approvals necessary for construction or similar actions relating to the Property (collectively, “**Rezoning**”) required to allow the development of the Project Improvements. Developer shall fund any and all costs of the Rezoning. Developer shall diligently pursue any necessary Rezoning. All Rezoning applications, any amendments thereto, and any Rezoning actions must be pre-approved by MARTA and must be submitted to MARTA and its counsel at least ten (10) business days prior to the required or anticipated submittal to governmental authorities. MARTA shall review and respond to such submissions within five (5) business days after MARTA’s receipt of such submissions and provide Developer with a written response thereto. Developer also

shall be responsible for, and shall diligently and expeditiously pursue, all necessary permits and approvals, including, without limitation, land disturbance permits, building permits, and state-mandated soil and erosion control measures; all the costs of the foregoing permits and approvals shall be funded by Developer. Prior to commencing any construction, Developer will represent and warrant to MARTA that the Property has been properly zoned and otherwise entitled for its intended purposes. MARTA agrees to cooperate, at no expense to MARTA, with all reasonable rezoning and other entitlement requests required to undertake the proposed plan.

14. Debt and Equity Strategy:

Developer will procure the construction and permanent debt financing and any and all equity financing necessary to acquire the Property and promptly construct the Project Improvements or, alternatively, shall self-fund the Project costs. Developer shall have the right to pledge or otherwise grant security interest in Developer's interest in the Property and Project Improvements as collateral for one or more loans. MARTA shall, promptly upon request, execute and deliver such reasonable consents and shall provide Developer with reasonable cooperation requested by Developer and/or its proposed lenders in connection with any such financing.

15. Pre-Construction Expenses:

Any out-of-pocket costs associated with the development of the Property prior to the execution of the Definitive Agreements, excluding MARTA's Transactional Costs (except as may otherwise set forth herein) shall be paid for by Developer.

16. Infrastructure:

All off-site and infrastructure contributions required by any governmental authority or adjoining property owner or other third party in order for Developer to commence development on the Property are the sole responsibility of the Developer. Notwithstanding anything to the contrary contained herein, the project shall **not** be contingent upon Developer obtaining any public funding.

17. Property Taxes:

To the extent accruing subsequent to the closing of the sale, Developer shall bear any and all real and personal property taxes attributable to the Property, to any and all improvements on the Property, and to any and all furniture, fixtures and equipment thereon, as well as any and all taxes attributable to any interest in any of the foregoing. MARTA shall promptly provide Developer with copies of all tax bills applicable to the Property and/or Project Improvements and received by MARTA with respect to any period after closing of the sale.

18. Approval Rights:

After the Closing Date and during the construction of the Project Improvements or at any time thereafter, Developer may sell, assign, lease or otherwise transfer all or any portion of

its ownership interests in and to the Property, its membership interests and/or its interests with respect to any of the Definitive Agreements to one or more parties without the need for prior consent from MARTA, except as may be specifically set forth in a Definitive Agreement.

19. Contractors:

Developer shall cause all of the Project Improvements to be constructed by one or more reputable contractors which have a performance record of successfully and timely constructing similar projects and which are eligible to cause all such construction to be covered by 100-percent performance and payment surety bonds with a nationally recognized corporate surety.

Developer must cause compliance with all requirements of the Illegal Immigration Reform and Enforcement Act, O.C.G.A. § 13-10-90, et seq. ("**E-Verify**") and the Systematic Alien Verification for Entitlements Act, O.C.G.A. § 50-36-1 ("**SAVE**"). Developer shall provide, and shall utilize reasonable efforts to have any contractor or subcontractor of Developer to provide MARTA with affidavits and any other necessary documentation to evidence compliance with the requirements of E-Verify and SAVE.

20. Guarantors:

Prior to the commencement of construction of the Project Improvements, the full and timely (subject to force majeure for a reasonable period) and lien-free completion of construction of the Project Improvements shall be guaranteed (under a guarantee instrument in favor of and satisfactory to MARTA) by one or more parties satisfactory to MARTA. Prior to the commencement of meaningful construction activities, Developer shall also demonstrate to MARTA's reasonable satisfaction the availability of the full amount of funding necessary to complete each element of the Project Improvements.

21. Design Approvals:

Concurrently with the execution of the PSA, and as a condition thereof, Developer must obtain MARTA's approval of a site plan of the Project Improvements and related improvements to the Property (e.g., site layout, streetscape, plazas, sidewalks, safety and engineering issues and landscaping). MARTA's approvals are to ensure compliance with the TOD Guidelines. To the extent not available at the execution of the PSA, Developer shall submit all such plans and specifications to MARTA following execution of the PSA as soon as such plans are available, and MARTA shall coordinate its internal reviews and respond to such plans within ten (10) business days. Subsequent modifications to the design and engineering plans and specifications (e.g., site layout, streetscape, plazas, sidewalks, landscaping, safety and engineering issues) for the Project Improvements shall be subject to MARTA's reasonable prior approval, which shall not be unreasonably withheld or delayed, including whether the design of the Project Improvements are oriented in a manner to encourage the use of MARTA transit facilities by tenants, residents, customers and employees (as applicable) traveling to and from the Project Improvements.

Notwithstanding anything to the contrary contained herein, Developer shall not need any approval from MARTA for any subsequent changes to the plans and specifications that do not, in the aggregate, increase or decrease the construction costs with respect to the Project Improvements by more than five percent (5%). Should Developer desire to make such changes, then Developer shall submit all such plans and specifications to MARTA for its approval, said approval not to be unreasonably withheld, conditioned or delayed. If MARTA does not respond within ten (10) business days with written notice of noncompliance (with TOD Guidelines or CC&Rs, or specific deficiencies in such plans), such submittals shall be deemed approved.

22. Future Costs:

Developer will bear the prospective risk of incremental costs attributable to legal requirements enacted in the future because of the close involvement of the Project Improvements with MARTA.

23. Transit Operations:

Neither the construction nor the operation of the Project Improvements shall interfere with MARTA's transit operations. Developer (and its space tenants and others holding any interest by, through or under Developer) shall release MARTA from any claims that MARTA operations upon real property owned or controlled by MARTA and not leased to or owned by Developer creates any taking or eminent domain-related damages with respect to the Property, except as to such claims arising from material changes in MARTA's future operations. In all events, Developer (and its space tenants and others holding any interest by, through or under Developer) shall release MARTA from any such liability attributable to the future use of 90-second headways or longer trains for transit operations, express rail service, increased bus service, the introduction of light rail operations, and maximizing the number of passengers utilizing transit facilities at the Transit Station or any other MARTA facility.

24. MARTA Systems:

Developer acknowledges that it has had the opportunity to review as-built mechanical and electrical systems plans and specifications possessed by MARTA and showing locations of any and all of such systems on the Property. Developer hereby confirms that the locations and other attributes of such systems either (a) will not interfere with Developer's construction or operation of the Project Improvements or (b) subject to MARTA's approval thereof, will be relocated or rearranged, at no cost or expense to MARTA, in order to eliminate such interference.

25. Common Area Maintenance (CAM) Participation:

Developer understands that it is solely responsible for all common area maintenance costs at the Property, including but not limited to security.

26. Customary Covenants:

Developer shall: (a) to the extent permitted by applicable law, indemnify MARTA for any losses arising out of the construction or operation of the Project Improvements except to the extent caused by MARTA's negligence, willful misconduct or failure to perform its obligations; (b) maintain insurance for the Project Improvements in types, coverage amounts and deductible amounts as required by the applicable provisions of the Definitive Agreements; (c) remove and discharge any and all liens or other encumbrances affecting the Property as required by the applicable provisions of the Definitive Agreements; and (d) comply with all laws, regulations, and government requirements as required by the applicable provisions of the Definitive Agreements.

[Signatures on following page]

SIGNATURE PAGE FOR TERM SHEET AND INTERIM AGREEMENT FOR TRANSIT-ORIENTED DEVELOPMENT AT ARTS CENTER STATION BETWEEN THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY AND _____.

AGREED this ____ day of _____, 2017, by

**MARTA:
METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY**

By: _____
Jeffrey A. Parker
General Manager/CEO

APPROVED AS TO LEGAL FORM:

MARTA's Chief of Corporate Law and Real Estate

DEVELOPER:

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

ATTACHMENT A
LOCATION MAP WITH PARCEL NUMBERS AND SITE LOCATIONS

See attached.

Location Map MARTA Parcels for Disposal At Kensington Station



Map For Illustrative Purposes Only

LEGAL DESCRIPTION
D1123

ALL AND SINGULAR THAT CERTAIN TRACT OF LAND LYING AND BEING IN LAND LOTS 251 AND 230, 15TH DISTRICT, OF DEKALB COUNTY GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MITERED RIGHT-OF-WAY OF THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF KENSINGTON ROAD, HAVING A VARIABLE RIGHT-OF-WAY, AND THE NORTHWESTERN RIGHT-OF-WAY OF MEMORIAL DRIVE, HAVING A VARIABLE RIGHT-OF-WAY, SAID POINT HAVING GEORGIA WEST STATE PLANE COORDINATES, NAD 83/94, OF A NORTHING OF 1372026.292 AND AN EASTING OF 2271268.355, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID MITER, SOUTH 46°01'39" EAST, A DISTANCE OF 39.26 FEET TO A POINT;

THENCE ALONG THE RIGHT-OF-WAY OF MEMORIAL DRIVE, SOUTH 25°56'16" WEST, A DISTANCE OF 287.78 FEET TO A POINT;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 63°15'32" EAST, A DISTANCE OF 6.04 FEET TO A POINT;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 26°45'41" WEST A DISTANCE OF 585.93 FEET TO A POINT;

THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 00°23'50" EAST, A DISTANCE OF 517.21 FEET TO A POINT ON THE LAND LOT LINE BETWEEN LAND LOTS 251 AND 230;

THENCE NORTH 89°25'57" WEST, A DISTANCE OF 53.04 FEET TO A LAND LOT CORNER BETWEEN LAND LOTS 251 AND 250;

THENCE ALONG SAID LAND LOT LINE, NORTH 00°58'57" EAST, A DISTANCE OF 230.60 FEET TO A POINT ON THE RIGHT-OF-WAY OF KENSINGTON ROAD;

THENCE ALONG THE RIGHT-OF-WAY OF KENSINGTON ROAD, NORTH 82°42'18" EAST, A DISTANCE OF 16.44 FEET TO A POINT;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 228.90 FEET, SAID CURVE HAVING A RADIUS OF 1661.20 FEET AND A CHORD BEARING OF NORTH 80°46'49" EAST, 228.72 FEET, TO A POINT;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 12°40'41" EAST, A DISTANCE OF 14.91 FEET TO A POINT;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 75°49'27" EAST, A DISTANCE OF 161.11 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING 161,338 SQUARE FEET OR 3.704 ACRES.

LEGAL DESCRIPTION
D1135

ALL AND SINGULAR THAT CERTAIN TRACT OF LAND LYING AND BEING IN LAND LOT 250, 15TH DISTRICT, OF DEKALB COUNTY GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MITERED RIGHT-OF-WAY OF THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF KENSINGTON ROAD, HAVING A VARIABLE RIGHT-OF-WAY, AND THE NORTHWESTERN RIGHT-OF-WAY OF MEMORIAL DRIVE, HAVING A VARIABLE RIGHT-OF-WAY, SAID POINT HAVING GEORGIA WEST STATE PLANE COORDINATES, NAD 83/94, OF A NORTHING OF 1372026.292 AND AN EASTING OF 2271268.355,

THENCE ALONG THE RIGHT-OF-WAY OF KENSINGTON ROAD, SOUTH 75°49'27" WEST, A DISTANCE OF 161.11 FEET TO A POINT;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 12°40'41" WEST, A DISTANCE OF 14.91 FEET TO A POINT;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 228.90 FEET, SAID CURVE HAVING A RADIUS OF 1661.20 FEET AND A CHORD BEARING OF SOUTH 80°46'49" WEST, 228.72 FEET, TO A POINT;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 82°42'18" WEST, A DISTANCE OF 16.44 FEET TO A POINT ON THE LAND LOT LINE BETWEEN LAND LOTS 250 AND 251, SAID POINT BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 00°58'58" WEST, A DISTANCE OF 230.60 FEET TO A LAND LOT CORNER;

THENCE NORTH 89°25'57" WEST, A DISTANCE OF 92.38 FEET TO A POINT;

THENCE NORTH 01°02'17" EAST, A DISTANCE OF 223.63 FEET TO A POINT ON THE RIGHT-OF-WAY OF KENSINGTON ROAD;

THENCE NORTH 86°15'00" EAST A DISTANCE OF 92.48 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING 20, 56 SQUARE FEET OR 0.481 ACRES.

50' 0 25' 50' 100'

GRAPHIC SCALE 1" = 50'-0

ACQUISITION PARCELS - E382, E383

NOTES:

1. TOTAL AREA D1123 20,956 SQUARE FEET OR 0.481 ACRES.
TOTAL AREA D1135 161,338 SQUARE FEET OR 3.704 ACRES.

2. THIS PURPOSE OF THIS DRAWING IS TO UPDATE RECORDS FOUND IN MARTA EAST LINE PROPERTY DISPOSAL MAP DCE133.

3. THE FOLLOWING SURVEYS, DRAWINGS, AND DEEDS WERE REVIEWED IN PREPARING THIS DRAWING:

A. METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY PROPERTY DISPOSAL MAP DCE133.

B. RIGHT-OF-WAY DEED BETWEEN METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY AND DEKALB COUNTY, GEORGIA, DATED NOVEMBER 10, 2008, AND RECORDED IN DEED BOOK 21134, PAGE 319, DEKALB COUNTY RECORDS.

C. ACCESS AND DRAINAGE EASEMENT AGREEMENT BY AND BETWEEN THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY AND THE DOWNTOWN DEVELOPMENT AUTHORITY OF AVONDALE ESTATES, DATED MAY 5, 2004, AND RECORDED IN DEED BOOK 16646, PAGE 479, AFORESAID RECORDS.

D. AMENDMENT TO ACCESS AND DRAINAGE EASEMENT AGREEMENT, BY AND BETWEEN THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY AND THE DOWNTOWN DEVELOPMENT AUTHORITY OF AVONDALE ESTATES, DATED SEPTEMBER 3, 2014, SIGNED AND NOTARIZED BY BOTH PARTIES. (NOT RECORDED).

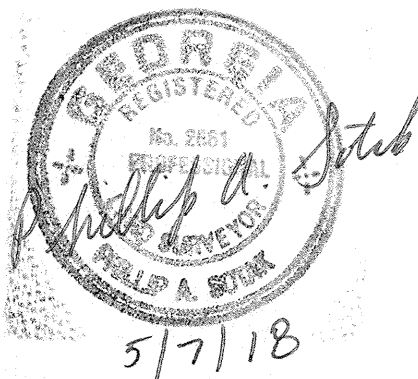
4. ALL OTHER REFERENCES ARE SHOWN HEREON

5. THE HORIZONTAL DATUM USED FOR THIS PROJECT IS BASED ON THE GEORGIA STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD 83/2011). THE COMBINED SCALE FACTOR USED FOR THIS PROJECT IS 0.99986. DISTANCES SHOWN ARE GRID DISTANCES.

6. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 66,000 FEET.

APPROXIMATE LAND LOT LINE
MIDWAY ROAD (ABANDONED)
N0°23'50"E 517.21'

MEMORIAL DRIVE
(VARIABLE R/W)
S26°45'41"W 585.93'



THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND AS SET FORTH IN THE GEORGIA O.C.G.A. 15-6-67, AUTHORITY O.C.G.A. SECS. 15-6-67, 43-15-4, 43-15-6, 43-15-19, AND 43-15-22.

THE PREPARATION OF THIS DRAWING HAS BEEN FINANCED IN PART THROUGH A GRANT FROM THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, UNDER THE FEDERAL TRANSIT ACT, AS AMENDED, AND IN PART BY THE TAXES OF THE CITIZENS OF FULTON AND DEKALB COUNTIES OF THE STATE OF GEORGIA.

						CHECKED
1	5/7/18	DM			REVISED AREA	IN CHARGE A. MOHAJER
REV.	DATE	BY	SUB.	APP.	DESCRIPTION	DATE
						7 MAY 18

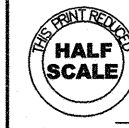
METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

marta.

SUBMITTED

APPROVED

EAST LINE
PROPERTY DISPOSAL MAP
PARCEL D1123 - PARCEL D1135
LAND LOTS 230, 250 AND 251 15TH DISTRICT
DEKALB COUNTY, GEORGIA



SCALE
1" = 50'

CONTRACT PROPOSAL NUMBER

E550

DRAWING NO. REV. PAGE NO.
DCE133 1 1

LEGAL DESCRIPTION
D1123

ALL AND SINGULAR THAT CERTAIN TRACT OF LAND LYING AND BEING IN LAND LOTS 251 AND 230, 15TH DISTRICT, OF DEKALB COUNTY GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MITERED RIGHT-OF-WAY OF THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF KENSINGTON ROAD, HAVING A VARIABLE RIGHT-OF-WAY, AND THE NORTHWESTERN RIGHT-OF-WAY OF MEMORIAL DRIVE, HAVING A VARIABLE RIGHT-OF-WAY, SAID POINT HAVING GEORGIA WEST STATE PLANE COORDINATES, NAD 83/94, OF A NORTHING OF 1372026.292 AND AN EASTING OF 2271268.355, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID MITER, SOUTH 46°01'39" EAST, A DISTANCE OF 39.26 FEET TO A POINT;

THENCE ALONG THE RIGHT-OF-WAY OF MEMORIAL DRIVE, SOUTH 25°56'16" WEST, A DISTANCE OF 287.78 FEET TO A POINT;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 63°15'32" EAST, A DISTANCE OF 6.04 FEET TO A POINT;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 26°45'41" WEST A DISTANCE OF 585.93 FEET TO A POINT;

THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 00°23'50" EAST, A DISTANCE OF 517.21 FEET TO A POINT ON THE LAND LOT LINE BETWEEN LAND LOTS 251 AND 230;

THENCE NORTH 89°25'57" WEST, A DISTANCE OF 53.04 FEET TO A LAND LOT CORNER BETWEEN LAND LOTS 251 AND 250;

THENCE ALONG SAID LAND LOT LINE, NORTH 00°58'57" EAST, A DISTANCE OF 230.60 FEET TO A POINT ON THE RIGHT-OF-WAY OF KENSINGTON ROAD;

THENCE ALONG THE RIGHT-OF-WAY OF KENSINGTON ROAD, NORTH 82°42'18" EAST, A DISTANCE OF 16.44 FEET TO A POINT;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 228.90 FEET, SAID CURVE HAVING A RADIUS OF 1661.20 FEET AND A CHORD BEARING OF NORTH 80°46'49" EAST, 228.72 FEET, TO A POINT;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 12°40'41" EAST, A DISTANCE OF 14.91 FEET TO A POINT;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 75°49'27" EAST, A DISTANCE OF 161.11 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING 161,338 SQUARE FEET OR 3.704 ACRES.

LEGAL DESCRIPTION
D1135

ALL AND SINGULAR THAT CERTAIN TRACT OF LAND LYING AND BEING IN LAND LOT 250, 15TH DISTRICT, OF DEKALB COUNTY GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MITERED RIGHT-OF-WAY OF THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF KENSINGTON ROAD, HAVING A VARIABLE RIGHT-OF-WAY, AND THE NORTHWESTERN RIGHT-OF-WAY OF MEMORIAL DRIVE, HAVING A VARIABLE RIGHT-OF-WAY, SAID POINT HAVING GEORGIA WEST STATE PLANE COORDINATES, NAD 83/94, OF A NORTHING OF 1372026.292 AND AN EASTING OF 2271268.355,

THENCE ALONG THE RIGHT-OF-WAY OF KENSINGTON ROAD, SOUTH 75°49'27" WEST, A DISTANCE OF 161.11 FEET TO A POINT;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 12°40'41" WEST, A DISTANCE OF 14.91 FEET TO A POINT;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 228.90 FEET, SAID CURVE HAVING A RADIUS OF 1661.20 FEET AND A CHORD BEARING OF SOUTH 80°46'49" WEST, 228.72 FEET, TO A POINT;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 82°42'18" WEST, A DISTANCE OF 16.44 FEET TO A POINT ON THE LAND LOT LINE BETWEEN LAND LOTS 250 AND 251, SAID POINT BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 00°58'58" WEST, A DISTANCE OF 230.60 FEET TO A LAND LOT CORNER;

THENCE NORTH 89°25'57" WEST, A DISTANCE OF 92.38 FEET TO A POINT;

THENCE NORTH 01°02'17" EAST, A DISTANCE OF 223.63 FEET TO A POINT ON THE RIGHT-OF-WAY OF KENSINGTON ROAD;

THENCE NORTH 86°15'00" EAST A DISTANCE OF 92.48 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING 20, 56 SQUARE FEET OR 0.481 ACRES.

50' 0 25' 50' 100'

GRAPHIC SCALE 1" = 50'-0

ACQUISITION PARCELS - E382, E383

NOTES:

1. TOTAL AREA D1123 20,956 SQUARE FEET OR 0.481 ACRES.
TOTAL AREA D1135 161,338 SQUARE FEET OR 3.704 ACRES.

2. THIS PURPOSE OF THIS DRAWING IS TO UPDATE RECORDS FOUND IN MARTA EAST LINE PROPERTY DISPOSAL MAP DCE133.

3. THE FOLLOWING SURVEYS, DRAWINGS, AND DEEDS WERE REVIEWED IN PREPARING THIS DRAWING:

A. METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY PROPERTY DISPOSAL MAP DCE133.

B. RIGHT-OF-WAY DEED BETWEEN METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY AND DEKALB COUNTY, GEORGIA, DATED NOVEMBER 10, 2008, AND RECORDED IN DEED BOOK 21134, PAGE 319, DEKALB COUNTY RECORDS.

C. ACCESS AND DRAINAGE EASEMENT AGREEMENT BY AND BETWEEN THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY AND THE DOWNTOWN DEVELOPMENT AUTHORITY OF AVONDALE ESTATES, DATED MAY 5, 2004, AND RECORDED IN DEED BOOK 16646, PAGE 479, AFORESAID RECORDS.

D. AMENDMENT TO ACCESS AND DRAINAGE EASEMENT AGREEMENT, BY AND BETWEEN THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY AND THE DOWNTOWN DEVELOPMENT AUTHORITY OF AVONDALE ESTATES, DATED SEPTEMBER 3, 2014, SIGNED AND NOTARIZED BY BOTH PARTIES. (NOT RECORDED).

4. ALL OTHER REFERENCES ARE SHOWN HEREON

5. THE HORIZONTAL DATUM USED FOR THIS PROJECT IS BASED ON THE GEORGIA STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD 83/2011). THE COMBINED SCALE FACTOR USED FOR THIS PROJECT IS 0.99986. DISTANCES SHOWN ARE GRID DISTANCES.

6. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 66,000 FEET.

AVONDALE ESTATES

N/F
SADIYA INVESTMENTS,
INC DB 8458,
PG 385

N/F
SADIYA INVESTMENTS,
INC DB 8458,
PG 385

MEMORIAL DRIVE
(VARIABLE R/W)

MIDWAY ROAD (ABANDONED)

N/F
CVRS HOLDINGS, LLC
DB 26219, PG 176

P.O.B. D1135
N:1371962.6504
E:2270866.8061

D1135
CONTAINING
20,956 S.F.
OR 0.481
ACRES

N82°42'18"E
16.44'

N80°46'49"E
Q=228.90
A=228.90
R=1661.20

D1123
CONTAINING
161,338 S.F.
OR 3.704
ACRES

S12°40'41"E
14.91'

P.O.B. D1123
N:1372026.2924
E:2271268.3546

S46°01'39"E 39.26'

S46°01'39"E
10.65'

CONTAINING
2,316 S.F. OR
0.053 ACRES

RIGHT-OF-WAY
TAKE PER DB
21134, PG 319

S26°45'41"W 284.59'

S25°56'16"W 287.78'

S63°15'32"E 6.04'

S26°45'41"W 585.93'

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND AS SET FORTH IN THE GEORGIA O.C.G.A. 15-6-67, AUTHORITY O.C.G.A. SECS. 15-6-67, 43-15-4, 43-15-6, 43-15-19, AND 43-15-22.

THE PREPARATION OF THIS DRAWING HAS BEEN FINANCED IN PART THROUGH A GRANT FROM THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, UNDER THE FEDERAL TRANSIT ACT, AS AMENDED, AND IN PART BY THE TAXES OF THE CITIZENS OF FULTON AND DEKALB COUNTIES OF THE STATE OF GEORGIA.

REV.	DATE	BY	SUB.	APP.	DESCRIPTION
1	5/7/18	DM			REVISED AREA

DESIGNED P. SOTAK	DRAWN D. MERCHANT	CHECKED	IN CHARGE A. MOHAJER	DATE 7 MAY 18
----------------------	----------------------	---------	-------------------------	------------------



METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

marta

SUBMITTED

APPROVED

EAST LINE
PROPERTY DISPOSAL MAP
PARCEL D1123 - PARCEL D1135
LAND LOTS 230, 250 AND 251 15TH DISTRICT
DEKALB COUNTY, GEORGIA

SCALE 1" = 50'	CONTRACT PROPOSAL NUMBER E550
DRAWING NO. DCE133	REV. 1 PAGE NO. 1

ATTACHMENT B
AS BUILT DRAWINGS AND MARTA DESIGN CRITERIA

See attached.

ATTACHMENT C
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND GRANTS OF EASEMENTS

See attached.