



**REQUEST FOR PROPOSALS FOR
+/-76.74 ACRES OF AIRPORT
PROPERTIES LOCATED ON
STEELE CREEK ROAD**

Date: March 1, 2021

Steele Creek Road RFP

Subject: Request for proposals for the following properties:

Portions of properties with tax identification numbers 14121111 and 14104123, and the entirety of properties with tax identification numbers 14121101, 14121102, 14121103, 14121120, 14122104, 14122103, 14122102, and 14122101

This letter extends an invitation for the submission of a proposals to purchase the Aviation Department of the City of Charlotte properties indicated above. Proposals for the above will be received via email addressed to economicaffairs@cltairport.com until **3:00 PM on Friday, June 18, 2021**.

A non-mandatory pre-proposal conference to review the RFP and answer questions regarding the project, will be held on **Wednesday, April 14, 2021 at 3PM**, via Webex. You are encouraged to attend and to have a copy of the RFP accessible at that time. To receive the Webex instructions, please email Jennifer Thompson (economicaffairs@cltairport.com). A second non-mandatory pre-proposal conference to view the historic building and answer questions regarding the project will be held on **Wednesday, May 5, 2021 at 3PM** at 7407 Steele Creek Road Charlotte, NC 28208.

The successful proposal will be selected on price and proposed adherence to the Deed Restrictions (see Exhibit F). Additionally, in cooperation with Federal Aviation Administration (FAA) and State Historic Preservation Office, CLT seeks to convey the properties associated with this RFP to a Proposer committed to the preservation of the historic 1889 sanctuary and 1923 annex at Steele Creek Presbyterian Church.

The winning Proposer will be expected to furnish a site plan to CLT within 30 days of notification of award. This site plan will be used to complete the National Environmental Policy Act (NEPA) documentation, which is necessary for CLT to convey a fee simple deed under regulations from the FAA. The Airport will work with the winning Proposer over the nine to twelve months following the notification of award to complete this NEPA documentation and any other due diligence items necessary before closing on the Property. Once NEPA documentation has been completed, CLT will ask the FAA to release the properties from federal obligations. CLT cannot convey the property before receiving this release from federal obligations.

Any changes to the terms, conditions or specifications stated in this Request For Proposals will be documented in written addenda, issued by the Charlotte Douglas International Airport. These addenda will be posted to <https://www.cltairport.com/community/commercial-development/steele-creek-road> .

Questions should be directed to Jennifer Thompson at economicaffairs@cltairport.com. Thank you in advance for your interest in doing business with the Charlotte Douglas International Airport. We look forward to your participation!

Sincerely,

Stuart Hair

Director of Economic & Community Affairs

Checklist for submitting a Proposal:

Proposal Copies - Please provide the specified number for each format

- 1 Electronic Original

Proposal Format - Proposal should be formatted as follows:

- Form 1, Proposal Submission Form
- Form 2, Addenda Acknowledgement
- Form 3, Pricing Worksheet
- Form 4, Proposed Use

SECTION 1: GENERAL INSTRUCTIONS

A. INTRODUCTION

Pursuant to this Request For Proposals ("RFP"), Charlotte Douglas International Airport ("CLT" or "Airport"), which is owned and operated by the City of Charlotte, North Carolina ("City"), is seeking Proposals from entities (individually or collectively, the "Proposer") interested in purchasing properties with tax identification numbers 14121111 (portion of), 14121101, 14121102, 14121103, 14104123 (portion of), 14121120, 14122104, 14122103, 14122102, and 14122101 (the "Properties"). Details of the Properties are attached hereto as **Exhibit A** and **Exhibit B**. The RFP consists of the following components:

Section 1: General instructions and special conditions that apply to this proposal process and sale.

Section 2: The forms that a Proposer is required to complete and return as its Proposal (called the "Proposal Forms")

Section 3: The property specification (**Exhibit A**), map of properties (**Exhibit B**), map of buildings on the property (**Exhibit C**), map of the height restrictions (**Exhibit D**), a contract substantially similar to the final contract the successful Proposer will be expected to sign (**Exhibit E**), the deed restrictions for the properties (**Exhibit F**), Steele Creek Presbyterian Church's application to Mecklenburg County for historic landmark designation (**Exhibit G**), Mecklenburg County Historic Landmark Designation (**Exhibit H**), photos of the historic physical structures on the property (**Exhibit I**), photos of the non-historic physical structures on the property (**Exhibit J**), floorplan of the Steele Creek Presbyterian Church historic building (**Exhibit K**), and floorplan of the Steele Creek Presbyterian Church non-historic building (**Exhibit L**).

Each reference to this RFP includes all components listed above as well as any addenda provided by the Airport. Please review each section carefully, including all attachments and exhibits. Proposers will be held accountable for having full knowledge of the contents of this RFP and for performing any due diligence that may be necessary to submit a binding Proposal. Failure to comply with the terms, conditions and requirements of this RFP may result in disqualification of the Proposer in the sole discretion of CLT.

The sale of the Properties will be governed by a contract between the selected Proposer ("Company") and the City, a sample of which is attached hereto as **Exhibit E** (the "Contract"). Proposers are advised to carefully read and review the form Contract as they prepare their Proposal. CLT reserves the right to revise the terms of the form Contract at any time during the RFP process and to negotiate different terms with the Company.

B. SCHEDULE

DATE	ACTIVITY (All times are EST)
3/1/2021	Issue RFP
4/7/2021	Submission of written questions prior to pre-response conference
4/14/2021	Non-mandatory pre-response conference at 3:00 pm
5/5/2021	Non-mandatory pre-response site visit at 3:00pm at 7407 Steele Creek Road Charlotte, NC 28208
5/12/2021	Submission of written questions after pre-response conference
5/19/2021	Answers to written questions posted as an addendum on the RFP webpage
6/18/2021	Proposals are due, 3:00 pm
6/25/2021	Awardee notified
7/25/2021	Awardee expected to provide site plan and Letter of Intent to CLT
8/23/2021	Estimated date for City Council authorization of sale
10/1/2021	Estimated date to sign Purchase Sale Agreement
8/1/2022	Estimated date to close on properties

CLT reserves the right to modify the deadlines set forth in the above table in its sole discretion. Any such modifications will be stated in an addendum as described below.

C. DEFINITIONS

- (1) Airport shall mean Charlotte Douglas International Airport aka "CLT"
- (2) Proposal shall mean the response to this RFP completed on the Proposal Forms.
- (3) Proposal Forms shall mean the forms attached hereto in Section 2 and submitted as the response to this RFP.
- (4) Proposer shall mean an individual or entity submitting a Proposal in response to this RFP.
- (5) City shall mean the City of Charlotte.
- (6) Company shall mean the successful Proposer.
- (7) Contract shall mean the terms and conditions under which the Company shall purchase the Properties.
- (8) RFP Project Manager shall mean the Airport employee identified in Section 1.D.1 and who is responsible for the facilitation of this solicitation process.
- (9) Project Manager shall mean the Airport or Company employee who is the point of contact under the Contract.

- (10) Specifications shall mean the scope and details of the Properties that the Company will purchase under the Contract.
- (11) Properties shall mean the land or properties provided under this Contract.

D. INSTRUCTIONS TO PROPOSERS

1. Point of Contact

The point of contact for all submissions and correspondence regarding this RFP will be Jennifer Thompson (“RFP Project Manager”) who may be reached by email at economicaffairs@cltairport.com. Submissions of questions, correspondence or requests for clarifications regarding the Services to persons other than the RFP Project Manager will not receive a response and may result in the disqualification of the Proposer.

2. Non-Mandatory Pre-Response Conference

A Pre-Response Conference will be conducted on the date and at the time stated in the RFP Schedule above via Webex. If planning to attend the conference, please email the following information to the RFP Project Manager at the address listed above including any special accommodation(s) required. You will receive instructions on how to join the Webex meeting via email.

Company Representative Name	Title	Phone Number	Email Address

3. Non-Mandatory Pre-Response Site Visit

A Pre-Response Site Visit will be conducted on the date and at the time stated in the RFP Schedule above at 7407 Steele Creek Road Charlotte, NC 28208. If planning to attend the conference, please email the following information to the RFP Project Manager at the address listed above including any special accommodation(s) required.

Company Representative Name	Title	Phone Number	Email Address

4. Questions and Addenda

The Airport is committed to providing all prospective Proposers with accurate and consistent information in order to ensure that no Proposer obtains an unfair competitive advantage. To this end, from the date of this RFP issuance until the date proposals are due, no interpretation or clarification of the meaning of any part of this RFP will be made

orally to any prospective Proposer with the exception of questions answered at the pre-response conference.

Requests for interpretation or clarification must be submitted electronically to the RFP Project Manager. All questions must be submitted no later than the date and time stated in the RFP Schedule as the deadline for submission of questions. Any questions received after that time may not be addressed prior to the proposal due date. When submitting a request for interpretation or clarification, Proposers are encouraged to utilize the following format:

Item #	Page #	Section #	Section Title	Question, Clarification or Modification

Interpretations, clarifications, supplemental instructions and/or changes to the terms, conditions or requirements of this RFP will be documented in written addenda and posted to the CLT website at: <https://www.cltairport.com/community/commercial-development/steele-creek-road>.

Only the written interpretations, clarifications or supplemental instructions set forth in the posted addenda shall be binding, and Proposers are warned that no other source is authorized to give information concerning, explaining or interpreting this RFP. The receipt of each addendum must be acknowledged using the space provided on **Form 2** in **Section 2**. The Airport may not consider any Proposal that fails to acknowledge receipt of each issued addendum.

5. RFP Acknowledgement

Proposers shall thoroughly examine and become familiar with this RFP, including forms, attachments, exhibits and any addenda that may be issued. The failure or the neglect of a Proposer to receive or examine any RFP document shall in no way relieve it from any obligation with respect to its proposal or the obligations that flow from making a selected proposal. No claim based upon a lack of knowledge or understanding of any document or its contents shall be allowed.

6. Proposal Format

CLT desires all Proposals to be identical in format in order to facilitate the evaluation process. Failure to comply with the format requirements set forth herein may result in rejection of the Proposal. Proposals shall consist of all forms included in this RFP ("Forms") as provided in **Section 2**. All proposals must be submitted solely on these forms. Failure to comply with the format requirements set forth herein may result in rejection of the Proposal.

7. Submission Requirements

Proposers must submit one (1) electronic complete Proposal signed in ink by a company official authorized to make a legal binding offer in a searchable Adobe Acrobat .pdf format to the RFP Project Manager via email to economicaffairs@cltairport.com no later than the date and time set forth in the RFP Schedule above, according to CLT's clock.

Failure of the Proposer to organize the information required by this RFP as outlined herein may result in CLT, at its sole discretion, deeming the Proposal non-responsive to the requirements of this RFP. The Proposer, however, may reduce the repetition of identical information within several sections of the Proposal by making the appropriate cross-references to other sections of the Proposal. Appendices for certain technical or financial information may be used to facilitate Proposal preparation.

In order to establish the Proposer's ability to complete the purchase, the Proposer must submit a letter from a FDIC Insured financial institution certifying Proposer's financial capacity to purchase the property at the total price proposed by the Proposer. The letter is neither a sales document nor mortgage obligation.

8. Guarantor

If the Proposer is a subsidiary of another entity, the Airport requires that the Proposer's parent entity provide a guarantee of payment of all of the Proposer's obligations under the Contract. The Airport may also require from any Proposer a guaranty from another entity, other than the parent, where applicable, if the Airport concludes that such guaranty would be beneficial to protect the Airport's interest. If a guarantor is required, the Proposer must: (a) identify a guarantor that is acceptable to the Airport, (b) provide the Airport with the same financial information about the guarantor that the Proposer is required to provide about itself under this RFP; and (c) provide the Airport with a signed, legally binding guaranty agreement from the approved guarantor that is acceptable to the Airport in its sole discretion. Failure to comply with the foregoing shall be grounds for rejection of the Proposer's Proposal.

9. Binding Offer

Each Proposal submitted in response to this RFP constitutes a firm offer that is binding for ninety (90) days from the date of the Proposal opening and must comply with all terms, conditions and requirements stated in this RFP, except to the extent the Proposer takes exception to such provisions in the manner required by **Section 1.D.15**.

10. Award of Contract

CLT reserves the right to award the Contract based on the highest responsive, responsible Proposer taking into consideration the Proposer's plans for preservation, including length of preservation, of the historic 1889 sanctuary and 1923 annex at Steele Creek Presbyterian Church as well as any outstanding property tax obligations.

The City shall have no obligations under this RFP until the Contract has been executed by both parties.

11. Contract Award by City Council

As soon as practical after opening the Proposals, the name of the apparent successful Proposer will be submitted to the City Council for final approval and award. Prior to the recommendation to the City Council, the successful Proposer must provide to the Airport a Letter of Intent. Upon approval of the proposed Contract by City Council, the Airport will execute the Letter of Intent and send a copy to the successful Proposer. In the event that Council approval is not received within ninety (90) days after opening of the Proposals, the successful Proposer may request that it be released from the Proposal unless the time lapse is at the request of the Proposer. **The City Council may, in its sole and absolute discretion, accept or reject the recommendation to award the Contract and supporting ancillary documents.**

Upon the execution of a Letter of Intent, the successful Proposer will be required to provide a non-refundable due diligence fee of \$50,000 to the City of Charlotte. Such fee will apply to the final sales amount at closing. Further details will be provided to the successful Proposer.

12. Accuracy of RFP and Related Documents

CLT assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during this selection process. In addition, CLT will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents other than those provided by CLT through the issuance of addenda. In no event may a Proposer rely on any oral statement in relation to this RFP.

Should a Proposer find discrepancies or omissions in this RFP or any other documents provided by CLT, the Proposer should immediately notify CLT of such discrepancy or omission in writing, and a written addendum may be issued if CLT determines clarification is necessary. Each Proposer requesting a clarification or interpretation will be responsible for delivering such requests to CLT as directed in this RFP.

The information contained in these RFP forms, exhibits and attachments, hereto, and any addendum that may be issued, has been obtained from sources thought to be reliable, but the City and its elected officials, officers, employees, agents and contractors, are not liable for the accuracy of the information or its use by prospective respondents.

13. Proposer's Cost of Proposal Preparation

Proposers are responsible for all costs associated with the proposal process including, but not limited to, the creation of the proposal and any interviews (if applicable). CLT will not accept any promotional items as part of the proposal process and any such items included will either be discarded or, if so requested, returned to the Proposer at Proposer's cost.

14. Attempts to Influence the Selection Process

Except for clarifying written questions sent to the RFP Project Manager, all Proposers, including all persons acting on their behalf, are strictly prohibited from contacting City staff on or regarding any matter relating to this RFP from the time the RFP is issued until the intent to award is communicated to Proposers. **CLT reserves the right to disqualify any Proposer who contacts a City staff concerning this RFP other than in accordance with this RFP.**

15. How to Submit an Objection

When a Proposer has an objection to the terms and conditions of this RFP or to the Contract as included in **Section 3**, the Proposer may submit such objection by doing the following:

- (A) When a pre-response conference is scheduled, the Proposer should either present their objection at that time (either verbally or in writing) or submit a written objection prior to the scheduled pre-response conference.
- (B) When a pre-response conference is not scheduled, Proposers must submit objections in writing no later than the deadline to submit questions as stated in the scheduled on the first page of this RFP.
- (C) Except for objections raised at the pre-response conference, all objections must be directed to the RFP Project Manager.
- (D) Failure to object in the manner specified in this Section shall constitute a waiver of any objections the Proposer may have to the terms and conditions or to anything that occurred during this RFP process.

16. RFP Not an Offer

This RFP does not constitute an offer by CLT. No recommendations or conclusions from this RFP process shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of CLT unless CLT and the Proposer execute a Contract following award of such agreement.

17. Withdrawal of Proposal; Correction of Errors

Withdrawal of the proposal may occur at any time prior to the submission deadline as set forth in the RFP Schedule above, by written request, sent by email to the RFP Project Manager. A request to withdraw will not be effective until CLT has confirmed, in writing, the receipt of such request. A request to withdraw a Proposal by telephone or facsimile shall not be considered a valid request. Withdrawal of one proposal will not preclude the submission of another timely proposal but no withdrawal will be allowed after the submission deadline.

If Proposer desires to amend a submitted Proposal before the Proposal Due Date, Proposer must follow the withdrawal procedures described in this Section and resubmit the amended Proposal on or before the Proposal Due Date in a manner consistent with the Submission Requirements. The Proposer further agrees that in the event of any obvious errors, CLT reserves the right to waive such errors in its sole discretion.

18. Disqualification of Proposal

Without in any way limiting CLT's right to reject any or all Proposals, Proposers are advised that any of the following may be considered as sufficient cause for the disqualification of a Proposer and the rejection of a Proposal: (i) failure to meet the eligibility requirements set forth in the Specifications or RFP; (ii) submission of more than one Proposal by an individual, firm, partnership or corporation under the same or different names, including the names it does business under unless multiple or alternative Proposals were specifically requested under this RFP; (iii) evidence of collusion among Proposers; or (iv) improper communication as described above. Proposals will be considered irregular and may be rejected for omission, alterations of form, additions not called for, conditions, limitation, unauthorized alternate Proposal or other irregularities of any kind. All the foregoing notwithstanding, CLT reserves the right to waive any such irregularities.

19. No Collusion or Conflict of Interest

By responding to this RFP, the Proposer shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Proposer submitting a separate response to this RFP and is in all respects fair and without collusion.

20. CLT's Rights and Options

CLT reserves the following rights, which may be exercised at CLT's sole discretion:

- i. To supplement, amend, substitute, withdraw or otherwise modify this RFP at any time;
- ii. To issue additional requests for information or proposals;
- iii. To require a Proposer to supplement, clarify or provide additional information for CLT to evaluate its Proposal;
- iv. To conduct investigations with respect to the qualifications of each Proposer;
- v. To waive any defect or irregularity in any Proposal received;
- vi. To share the Proposal with City and/or CLT employees and contractors as deemed necessary;
- vii. To discuss and negotiate with selected Proposer any terms and conditions in the Proposal including but not limited to financial terms;
- viii. To enter into any agreement deemed by CLT to be in the best interest of CLT;
- ix. To reject any or all Proposal submitted;

- x. To re-advertise for Proposals using this RFP or a different RFP or solicitation, including using the Proposal for future solicitations or contracts associated with Property; and
- xi. To at any time privately negotiate a sale of any of the properties represented in this RFP when it is determined that the sale will advance or further any Charlotte City Council-adopted economic development, transportation, or land use plan or policy.

21. Representation by Broker

The City will not be responsible for any fees, expenses or commissions for brokers or their agents. Communications by or between employees of or contractors to the City and any potential or actual Proposer's broker or agent are not to be construed as an agreement to pay, nor will the City pay any such fees, expenses or commissions. By submitting its proposal, Proposer agrees to hold the City harmless from any claims, demands, actions or judgments in connection with such broker fees, expenses or commissions.

22. Ownership and Public Records Law

All Proposal and supplementary material provided as part of this process will become the property of the City. Proposers are advised that all information included in the material provided is public record except for information that falls under one or more of the statutory exceptions set forth in Chapter 132 and 66-152 *et seq.* of the North Carolina General Statutes. Proposer may only designate information confidential that it, in good faith, considers a trade secret or confidential under North Carolina public records and trade secret law. However, CLT reserves the right to review and make any final determination on if any material submitted is in fact protected by an exception to North Carolina's public record law. In submitting a proposal, each Proposer agrees that the CLT may reveal any trade secrets or confidential information to CLT staff, consultants or third parties assisting with this RFP and resulting Contract. Where information is marked Trade Secret or confidential, Proposer agrees to indemnify, defend and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred relating to the City choosing to withhold any material based on Proposer's designation of said material as a trade secret or confidential.

23. Title VI Solicitation Notice.

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Proposals in response to this request and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

24. NC Prohibitions on Contracts with Companies that Invest in Iran or Boycott Israel.

Where applicable, the successful Proposer must certify that it meets the NC Prohibitions on Contracts with Companies that Invest in Iran or Boycott Israel as set forth in the sample Contract below.

SECTION 2: PROPOSAL FORMS

FORM 1
PROPOSER SUBMISSION FORM

This Proposal is submitted by:

Company Name: _____

Representative (printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

E-Mail Address: _____

State of Incorporation: _____

Business Type:

Corporation

Partnership

Sole Proprietorship

Joint Venture

Limited Liability Corporation

Other (Specify)

It is understood by the Proposer that the Airport reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the Airport, to waive formalities, technicalities, to rescind and re-issue this RFP. Proposals are valid for ninety (90) calendar days from Proposal Due Date.

Company Name

Date

Authorized Signature

Please type or print name

FORM 2
ADDENDA ACKNOWLEDGEMENT

Confirm by placing a check mark in the space provided that as the Proposer the information listed below has been reviewed and compiled within the submission of a response to this RFP.

(A) ___ Addenda acknowledgement. Please contact the RFP Project Manager to verify the number of addenda issued via email at economicaffairs@cltairport.com.

Addenda Receipt: The following confirms receipt of all addenda issued for this RFP:

Addendum #	Date Issued
_____	_____
_____	_____
_____	_____

(B) ___ Proposal document has been signed by authorized Proposer official.

(C) ___ Proposal package has been properly labeled per the instructions. (See Section 1.D.6)

(D) ___ Proposal Response Package Forms

1. Proposer Submission – Form 1
2. Addenda Acknowledgement - Form 2
3. Pricing - Form 3
4. Proposed Use – Form 4

The signature below certifies the Proposal response complies with the requirements of this RFP and that the above items A through D have been verified as complete. The Proposer further represents that it has read and can comply with all terms of the Contract, including without limitation, the insurance requirements.

Company Name

Date

Authorized Signature

Please type or print name

FORM 3
PRICING WORKSHEET

The undersigned commits the following pricing for the Properties:

Total Compensation	\$
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The undersigned hereby certifies the Proposer has read the terms of this RFP and is authorized to bind the firm to the information herein set forth. Further the Proposer certifies that in connection with this proposal:

1. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the Proposer has not knowingly disclosed the prices that have been quoted in this proposal directly or indirectly to any other Proposer or to any competition prior to the opening of the proposals; and
3. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
4. In order to establish the Proposer's ability to complete the purchase, the Proposer has attached a letter from a FDIC Insured financial institution to this Proposal certifying Proposer's financial capacity to purchase the property at the total price proposed by the Proposer. The letter is neither a sales document nor mortgage obligation.

Company Name

Date

Authorized Signature

Please type or print name

FORM 4
PROPOSED USE

To be completed by Proposer

Responses on this form should include at a minimum:

- Planned use for the historic 1889 sanctuary and 1923 annex at Steele Creek Presbyterian Church, and the length of time the Proposer would commit to this proposed use of the historic building;
- The outcome for the other buildings located on the property; and
- Proposed use for the remaining acreage.

SECTION 3: EXHIBITS

EXHIBIT A **SPECIFICATIONS**

1. **Summary.** The scope of this contract shall be to purchase the entirety of +/-76.74 acres along the westside of Steele Creek Road, approximately 2900 feet south of the intersection of Steele Creek Road and West Boulevard, known as the Steele Creek Road Site, as shown in Exhibit B. The property is comprised of portions of two parcels with tax identification numbers 14121111 and 14104123 and the entirety of eight parcels with tax identification numbers 14121101, 14121102, 14121103, 14121120, 14122104, 14122103, 14122102, and 14122101. This RFP is not seeking proposals for only a portion of the +/-76.74 acres shown in Exhibit B.
2. **Historic Property.** CLT acquired the church facility located on the parcel with tax identification number 14121101 and adjacent properties with tax identification numbers 14121111, 14121102 and 14121102 in 2019. A portion of this property (the historic 1889 sanctuary and 1923 annex, as shown in Exhibit C) is designated as a Local Historical Property in Mecklenburg County and is on the National Registrar of Historic Places. Due to these historical designations, there are special considerations concerning changes and alterations of the building. See generally North Carolina General Statutes Chapter 160D, Article 9, Part 4. Other laws and regulations may be applicable, depending on the purchaser and the scope of building alteration. See generally North Carolina General Statutes Chapter 121, Article 1, as well as various state and federal regulations, such as those found in 36 CFR Part 60 and 07 N.C.A.C. 04R. For additional information on this historic designation, Proposers are encouraged to use the following resources:
 - For more information about the Mecklenburg County Landmarks Commission Designation, see the following: <http://landmarkscommission.org/wp-content/uploads/2018/07/Steele-Creek-Presby-Church-Cemetery-SR.pdf>
 - For more information about the National Registry Designation, see the following: <https://files.nc.gov/ncdcr/nr/MK1377.pdf>
 - For more information about the Charlotte-Mecklenburg Historic Landmarks Commission, see the following: <http://landmarkscommission.org/>
 - For More information about the State Historic Preservation Office, see the following: <https://www.ncdcr.gov/state-historic-preservation-office/environmental-review>
 - For the ordinance designating a portion of the property as historic see the following: <http://landmarkscommission.org/wp-content/uploads/2017/06/Steele-Creek-Presby-Church-Ord.pdf>
3. **Award Criteria.** The Airport reserve the right to award a Contract to the highest responsive responsible Proposer taking into consideration the Proposer's plans for preservation of the

historic 1889 sanctuary and 1923 annex at Steele Creek Presbyterian Church as well as any outstanding property tax obligations. The Airport reserves the right to reject any Proposal, without limitation, on the basis of the Airport's ability to attain fair market value of the Steele Creek Road Site.

4. **Site Access.** During the RFP response period, perspective Proposers may access the Properties to complete the due diligence they feel necessary to make an informed Proposal. Because portions of this property are rented by law enforcement for training purposes, Proposers must provide the RFP Project Manager with a written request to access the site five business days in advance of the preferred date to access the site.
5. **Post Award Conference.** A post-award conference may be scheduled as soon as practical after the award of the Contract. The Company shall attend the conference and shall provide at such conference a written schedule for tasks to be accomplished during the due diligence period. The Company shall provide at least two (2) telephone numbers that may be used to contact the Company's authorized representative in the event of an emergency after normal business hours.
6. **Federal Obligations.** Six of the properties (tax identification numbers 14104123, 14121120, 14122104, 14122103, 14122102, and 14122101) were initially purchased by the Airport using federal funds. These properties are therefore federally obligated. In order for CLT to convey a fee simple deed under regulations from the Federal Aviation Administration, the Airport must seek release from federal obligations for these properties. The critical element of this release is National Environmental Policy Act (NEPA) documentation. To complete the NEPA documentation, CLT must furnish a site plan and proposed use for the properties. The Company will be expected to provide CLT with a site plan within 30 days of notice of award of the contract to facilitate the completion of the NEPA documentation. The Airport will work with the Company over the nine to twelve months following the notification of award to complete this NEPA documentation and any other due diligence necessary before closing on the Property. Once NEPA documentation has been completed, CLT will ask the FAA to release the properties from federal obligations. CLT cannot convey the property before receiving this release from federal obligations. While CLT believes the FAA will grant the release from federal obligations, CLT cannot mandate the FAA to grant the release, and such release by the FAA is not guaranteed.