

Steele Creek Road RFP
Addendum IV: Questions and Answers

1. Would CLT consider selling the property to different developers or will it be to only one developer?
 - At this time, we are only interested in working with one party for a disposal. If a group of developers wanted to present a single proposal, they could do so under a joint venture, provided that the individual developers did not also submit competing proposals as this would violate the no collusion clause of the RFP.
2. Are above ground storm ponds allowed on the site?
 - It is CLT's understanding that the dry ponds (i.e. sand pits) are compliant with the City of Charlotte's Post-Construction Stormwater Ordinance. Storm water detention ponds should be designed, engineered, constructed, and maintained for a maximum 48-hour detention period after the design storm and to remain completely dry between storms. This is recommended to ensure wildlife are not drawn to these features and reduces the risks to arriving or departing aircraft.
3. The RFP mentions a \$50k non refundable Due Diligence fee but the sample contract references a deposit of 5% of the purchase price paid at the time the offer is made. What is the intended difference between the two? Are they both still applicable?
 - This difference has been addressed in the RFP's Addendum V – Replacement Sample Contract. Only the \$50,000 due diligence fee is applicable.
4. The sample contract doesn't reference certain relevant provisions in the RFP, such as the historic designation/preservation of the sanctuary building. How will those provisions be documented?
 - Given that the preservation and maintenance of the historic sanctuary and annex are dependent on the terms agreed to by the Airport and the Awardee, the provisions associated with the preservation will be addressed in the final Letter of Intent and Purchase Sale Agreement documents.
5. Per Section 5 of the sample contract, the closing date is within 60 days after final acceptance, which is not consistent with the timeline in the RFP (contract execution 10/1/21 and closing 8/1/22). Will this be addressed?
 - This difference has been addressed in the RFP's Addendum V – Replacement Sample Contract. CLT anticipates a 90-day period between acceptance of the Letter of Intent and signing a Purchase Sale agreement and then 180 days of due diligence with an additional 60 days to sign final closing documents.
6. Section 12 of the draft contract lists conditions to closing; NEPA requirements are not referenced. If the FAA will not allow the sale, the deposit and \$50k would be returned, correct?
 - That is correct. See the response to question 10 in this Addendum for more detail.
7. Section 16 of the draft contract requires city consent to an assignment of the PSA. Would the city allow assignment of the contract to an affiliate entity?

- Without knowing what the affiliated entity is at this time, CLT cannot commit to this assignment. Any proposed assignment will need to be approved by the City of Charlotte, and that assignment shall not be unreasonably withheld.
8. With RFP responses due 14 months before the land is conveyed, it would be very difficult to get a user to “commit” to using the sanctuary by the time the RFP response is due. Is the intent that the RFP responder simply commit to a) the historic sanctuary being preserved and b) the ultimate use not violating the deed restrictions, or does the RFP response need to be more specific than that?
 - At a minimum CLT would like to know if the historic sanctuary and annex will be preserved, for how long it will be preserved, and if the proposed use violates deed restrictions.
 9. Would the Airport consider a ground lease structure? Would the airport consider revenue share agreements if a ground lease is selected?
 - CLT will consider all proposals associated with this RFP, and will continue to reserve 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.
 10. Under what circumstances would the \$50k deposit be refundable during due diligence?
 - The only circumstances under which the due diligence fee would be refunded would be if CLT was not able to sell the property. The two known conditions that would prevent CLT from selling the property are 1) the FAA not releasing the property from federal obligations and 2) Charlotte City Council not approving the sale. Either of those conditions would cause CLT to not be able to sell the property at no fault of the buyer; therefore, the due diligence fee would be refunded.
 11. Is the airport required to sell this property for the appraised value?
 - The FAA requires the Airport to sell property for fair market value. This is usually determined by two appraisals and a review. The appraisal published as Addendum III to this RFP will be one of the two appraisals used to determine fair market value.