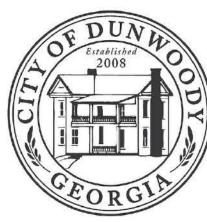
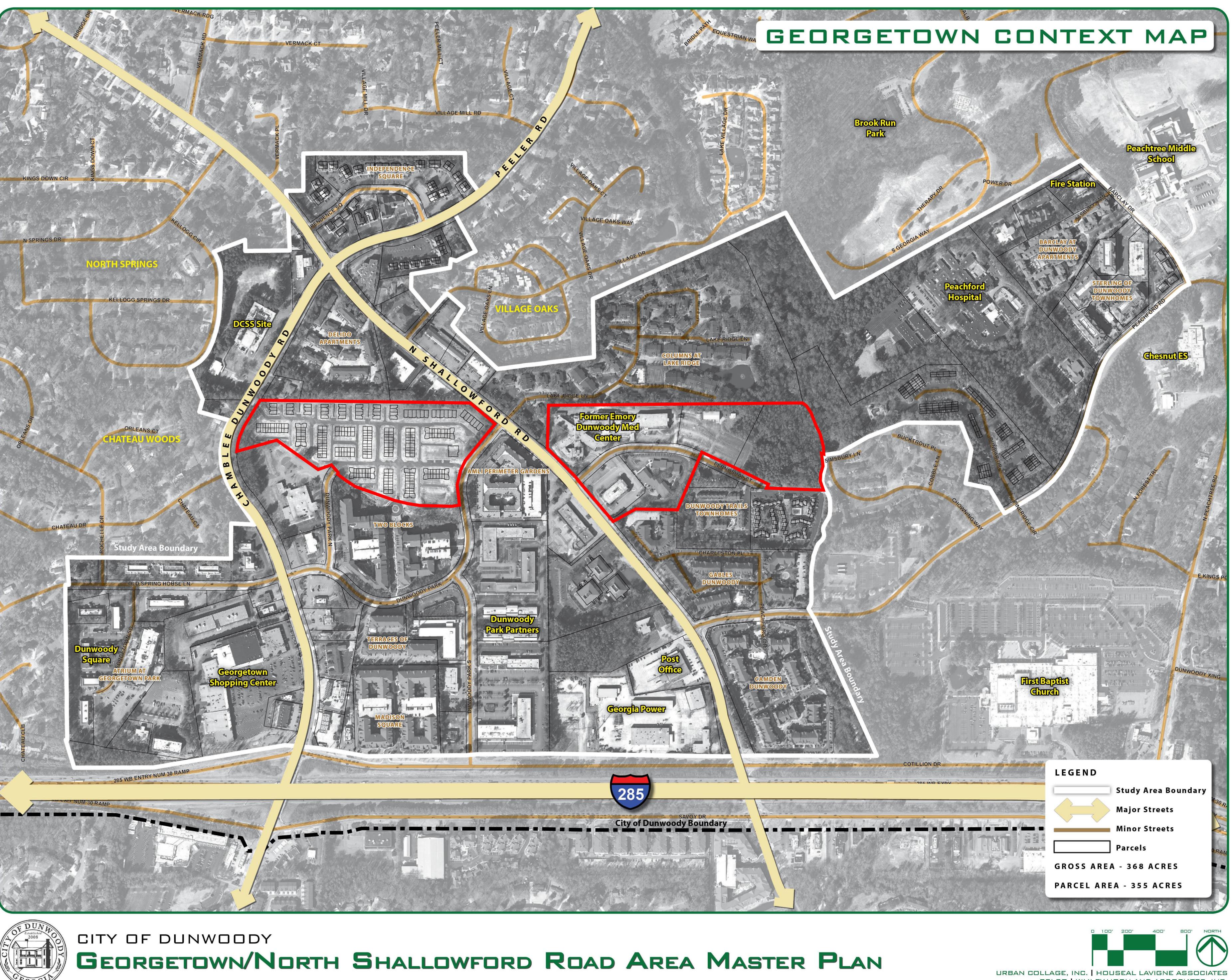
INVITATION FOR PROPOSALS 12-01

PROJECT RENAISSANCE A NEW GEORGETOWN

EXHIBITS

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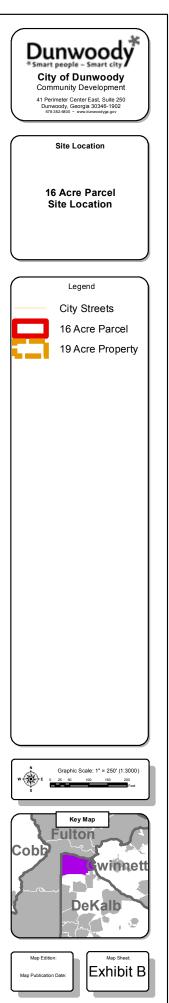


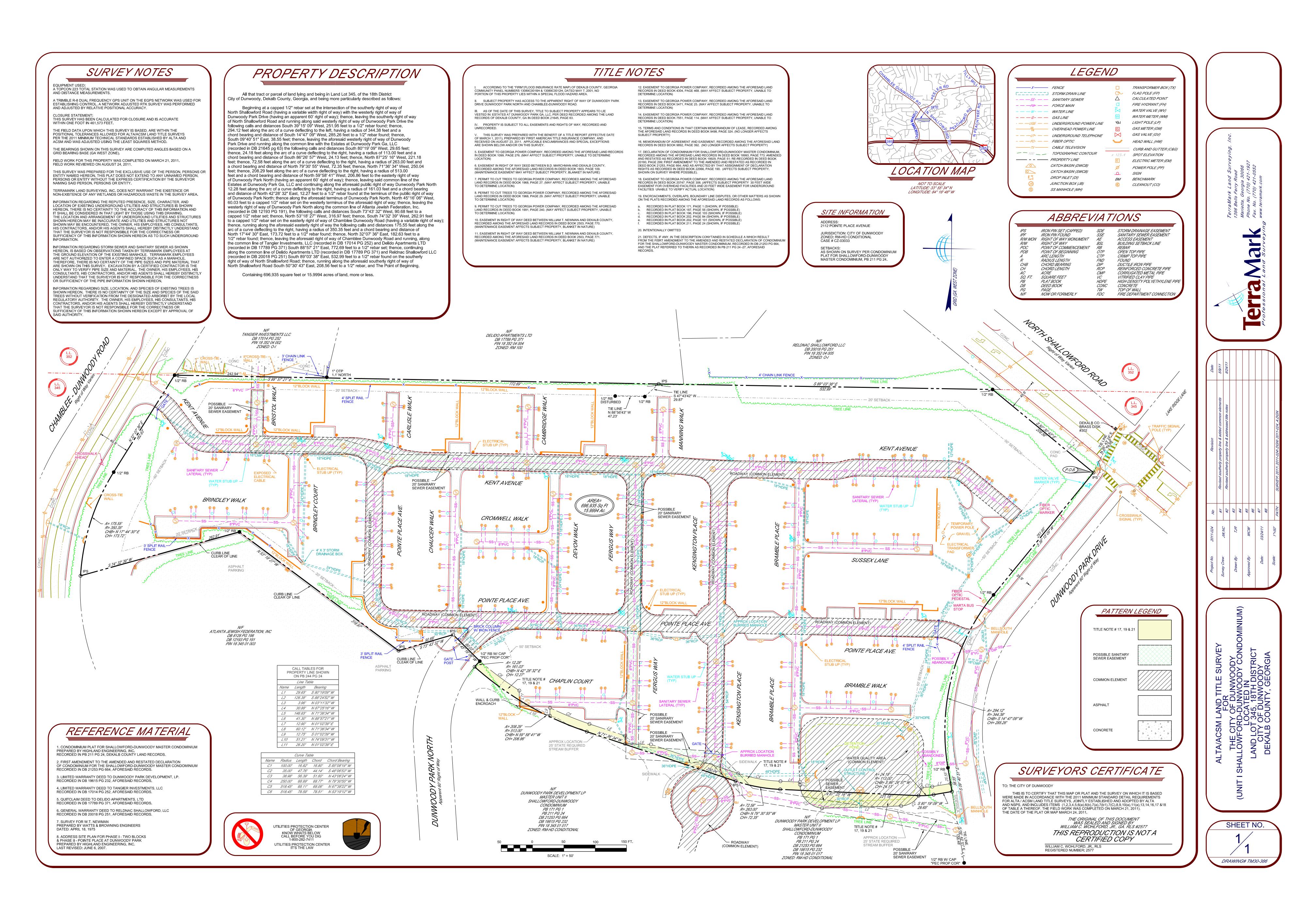
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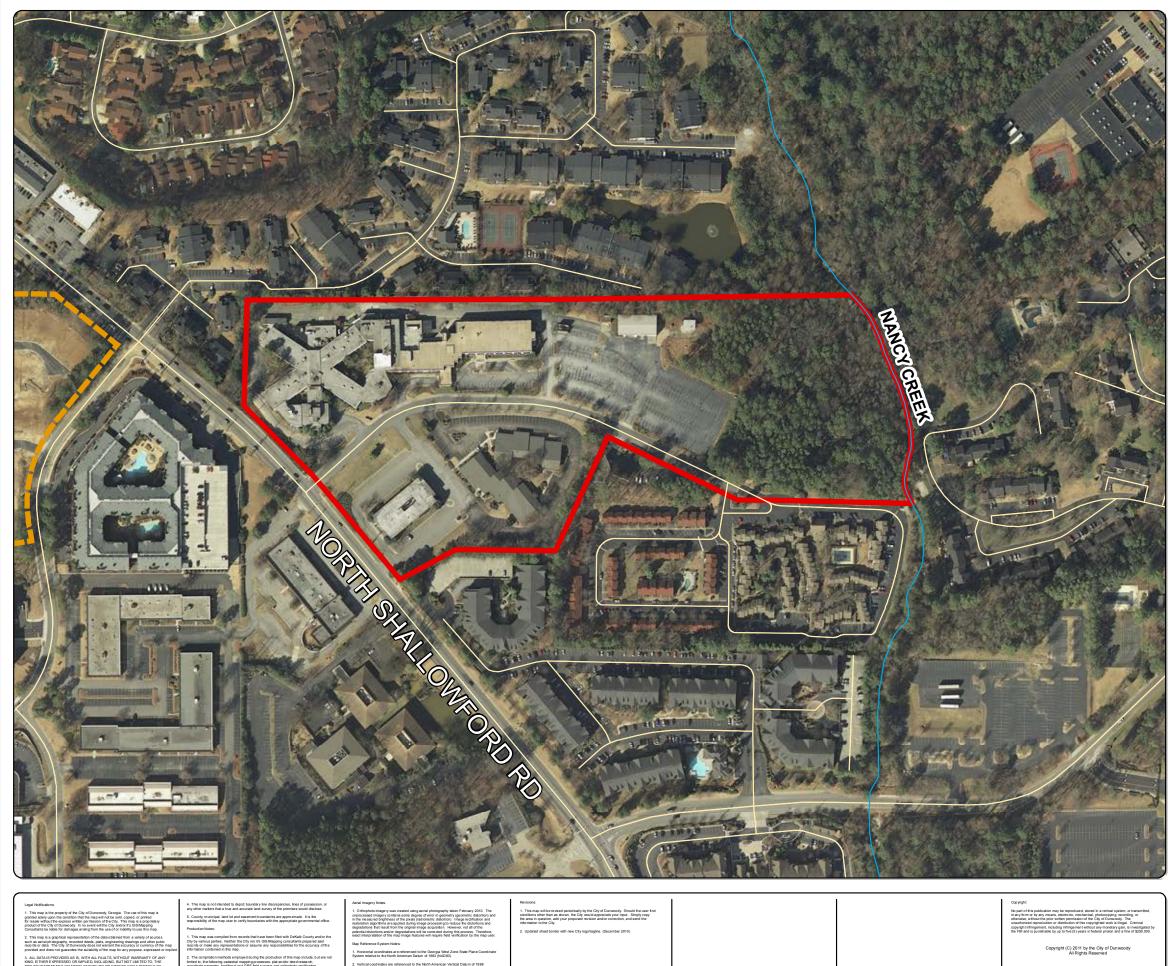
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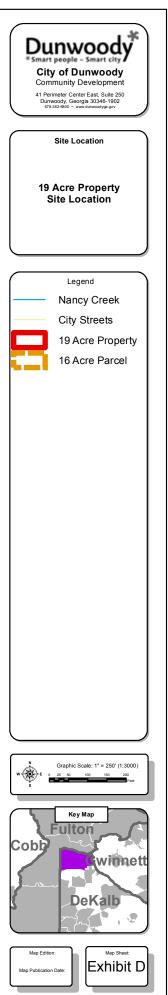
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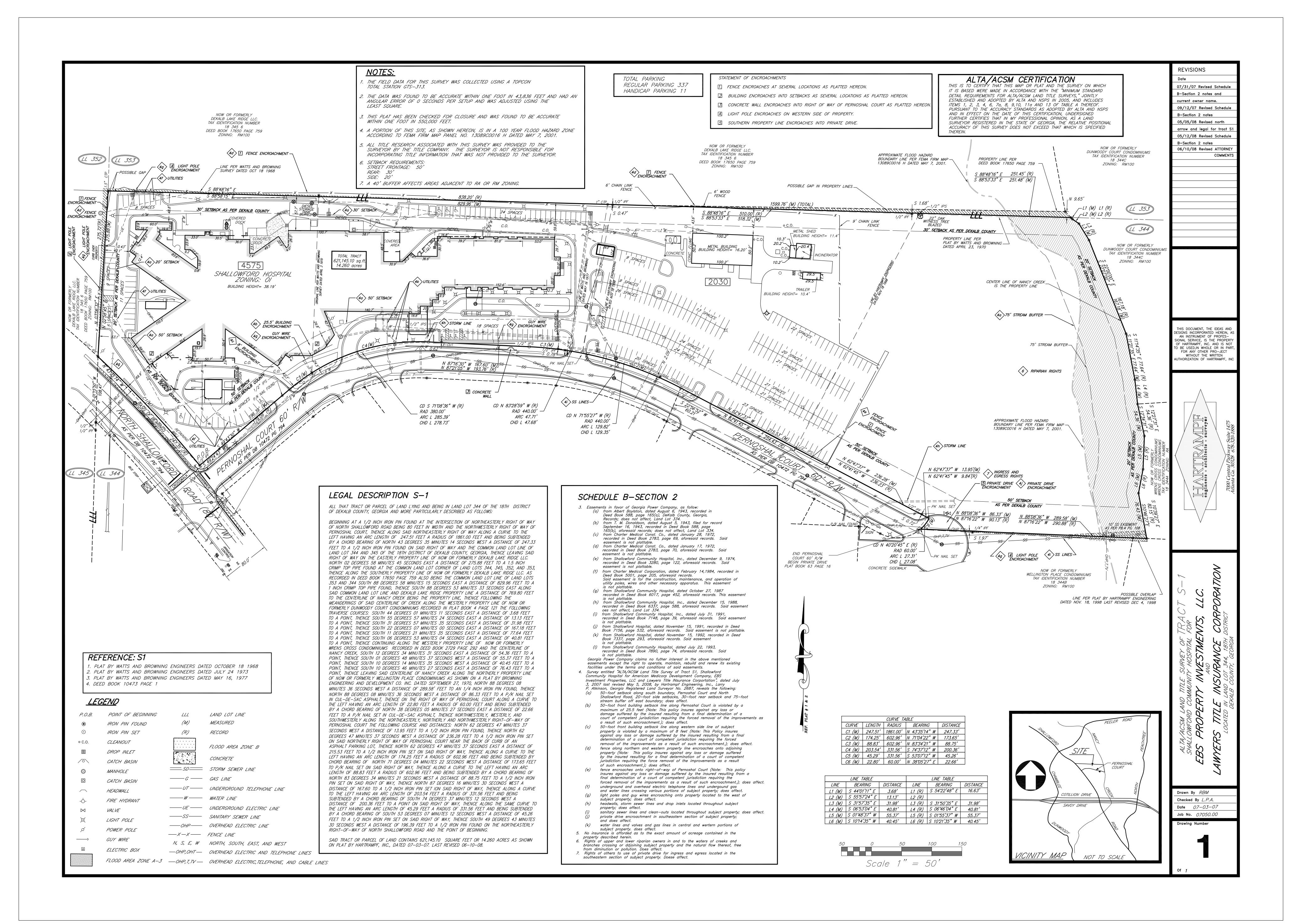


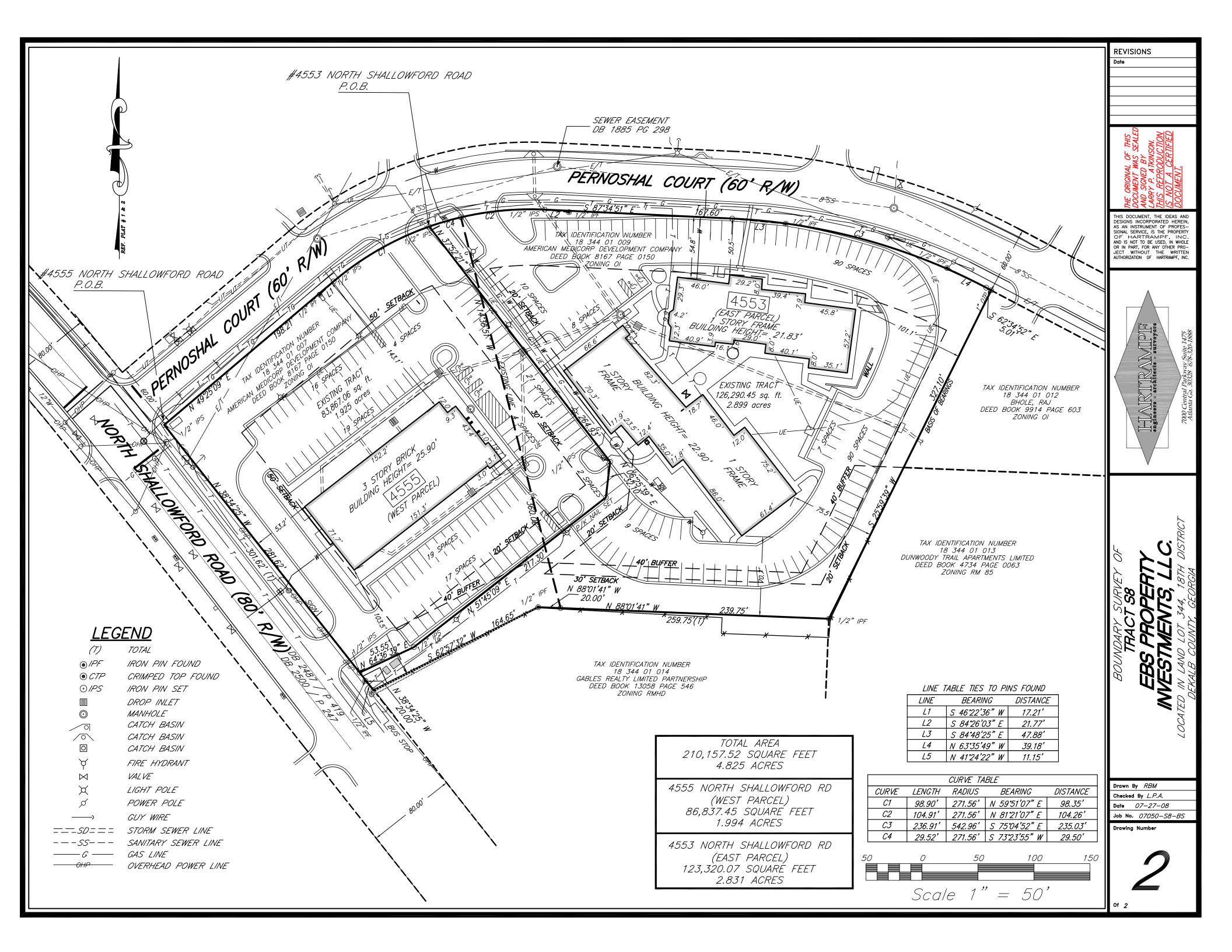




2. Vertical coodinates are referen (NAVD88).







REFERENCES:

1. PLAT BY WATTS AND BROWNING ENGINEERS DATED OCTOBER 18 1968 2. PLAT BY WATTS AND BROWNING ENGINEERS DATED JULY 24 1973 3. PLAT BY WATTS AND BROWNING ENGINEERS DATED APRIL 23 1970 4. PLAT BY WATTS AND BROWNING ENGINEERS DATED APRIL 23 1970 LAST REVISED FEB. 15, 1972 5. PLAT BY WATTS AND BROWNING ENGINEERS DATED APRIL 23 1971 6. PLAT BY HARTRAMPF ENGINEERING DATED SEPT 30 1993 LAST REVISED

NOV 5, 1998 7. DEED BOOK 8167 PAGE 152

GENERAL NOTES

1. THE FIELD DATA FOR THIS SURVEY WAS COLLECTED USING A TOPCON GTS-313 TOTAL STATION AND A HP 48 GX DATA COLLECTOR.

2. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 43267 FEET, AND AN ANGULAR ERROR OF 01" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES.

3. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 124,300 FEET.

4. DATE OF FIELD SURVEY: 04/10/07.

5. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS ZONE X IN A FLOOD HAZARD AREA ACCORDING TO FEMA FIRM MAP 13089C 0016 H DATED MAY 07, 2001.

4553 NORTH SHALLOWFORD ROAD

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 344 OF THE 18TH DISTRICT OF DEKALB COUNTY, GEORGIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON PIN SET AT THE SOUTHEASTERLY RIGHT OF WAY OF PERNOSHAL COURT BEING 60 FEET IN WIDTH AS PER PLAT BOOK 63 PAGE 16 AND THE NORTHEASTERLY RIGHT OF WAY LINE OF NORTH SHALLOWFORD ROAD BEING 80 FEET IN WIDTH AT AN IRON PIN SET, THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF PERNOSHAL COURT NORTH 49 DEGREES 45 MINUTES 09 SECONDS EAST A DISTANCE OF 198.21 FEET TO AN IRON PIN SET ON SAID RIGHT OF WAY, THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 98.90 FEET A RADIUS OF 271.56 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 59 DEGREES 51 MINUTES 07 SECONDS EAST A DISTANCE OF 98.35 FEET TO AN IRON PIN SET ON SAID RIGHT OF WAY AND BEING THE POINT OF BEGINNING, THENCE ALONG THE SAME CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 104.91 FEET A RADIUS OF 271.56 AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 81 DEGREES 21 MINUTES 07 EAST A DISTANCE OF 104.26 FEET TO AN IRON PIN SET ON SAID RIGHT OF WAY, THENCE SOUTH 87 DEGREES 34 MINUTES 51 SECONDS EAST A DISTANCE OF 167.60 FEET TO A IRON PIN SET ON SAID RIGHT OF WAY, THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 236.91 FEET A RADIUS OF 542.96 FEET AND BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75 DEGREES 04 MINUTES 52 SECONDS EAST A DISTANCE OF 235.03 FEET TO AN IRON PIN SET ON SAID RIGHT OF WAY, THENCE SOUTH 62 DEGREES 34 MINUTES 52 SECONDS EAST A DISTANCE OF 5.01 FEET TO A I INCH OPEN TOP PIPE FOUND ON SAID RIGHT OF WAY, THENCE LEAVING SAID 60 FOOT RIGHT OF WAY OF PERNOSHAL COURT SOUTH 25 DEGREES 59 MINUTES 39 SECONDS WEST A DISTANCE OF 327.10 FEET TO A 1/2 INCH IRON PIN FOUND, THENCE ALONG THE NORTHERLY PROPERTY LINE OF NOW OR FORMERLY GABLES REALTY LTD. RECORDED IN DEED BOOK 13058 PAGE 546 NORTH 88 DEGREES 01 MINUTES 41 SECONDS WEST A DISTANCE OF 259.75 FEET TO A 1/2 INCH IRON PIN FOUND, THENCE SOUTH 62 DEGREES 57 MINUTES 32 SECONDS WEST A DISTANCE OF 164.65 FEET TO AN IRON PIN SET AND SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF NORTH SHALLOWFORD ROAD. THENCE ALONG SAID RIGHT OF WAY NORTH 38 DEGREES 34 MINUTES 25 SECONDS EAST A DISTANCE OF 20.00 FEET TO A 1/2 INCH IRON PIN SET ON SAID RIGHT OF WAY. THENCE LEAVING SAID RIGHT OF WAY ALONG THE SOUTHERLY PROPERTY LINE OF 4555 NORTH SHALLOWFORD ROAD NORTH 64 DEGREES 36 MINUTES 39 SECONDS 53.55 FEET TO A 1/2 INCH IRON PIN SET. THENCE NORTH 51 DEGREES 45 MINUTES 09 SECONDS EAST A DISTANCE OF 217.30 FEET TO A P.K NAIL SET IN THE ASPHALT PARKING. THENCE ALONG THE SOUTHEAST CORNER OF 4555 NORTH SHALLOWFORD ROAD AT A MITERED CORNER NORTH OG DEGREES 25 MINUTES 39 SECONDS EAST A DISTANCE OF 32.10 FEET TO A 1/2 INCH IRON PIN SET, THENCE ALONG THE EASTERLY PROPERTY LINE OF SAID 4555 NORTH SHALLOWFORD ROAD NORTH 37 DEGREES 52 MINUTES 21 SECONDS WEST A DISTANCE OF 264.93 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 123,312 SQ. FT OR 2.831 ACRES AS SHOWN ON PLAT BY HARTRAMPF, INC., DATED 06-05-07 LAST REVISED 06-10-08.

PLAT NOTE:

THIS PLAT IS AN ASBUILT SURVEY PREPARED IN CONNECTION WITH THE LOT DIVISION APPLICATION NO. 14740 ONLY. ALL IMPROVEMENTS SHOWN HEREON ARE EXISTING NOT PROPOSED AND NO PROPOSED DEVELOPMENT IS SHOWN ON THIS PLAN.

UTILITY NOTE:

DURING FIELD INSPECTION OF SUBJECT PROPERTY WE LOOKED FOR EVIDENCE OF SANITARY SEWER LINES BUT WERE UNABLE TO LOCATE ANY EVIDENCE OF SAME HOWEVER BECAUSE AS A MATTER OF COURSE SUCH UTILITIES ARE INSTALLED UNDERGROUND IT IS POSSIBLE THAT SANITARY SEWER LINES NOT SHOWN HEREON MAY BE ENCOUNTERED.

4555 NORTH SHALLOWFORD ROAD

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 344 OF THE 18TH DISTRICT OF DEKALB COUNTY, GEORGIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY RIGHT OF WAY OF PERNOSHAL COURT BEING 60 FEET IN WIDTH AS PER PLAT BOOK 63 PAGE 16 AND THE NORTHEASTERLY RIGHT OF WAY LINE OF NORTH SHALLOWFORD ROAD BEING 80 FEET IN WIDTH AT AN IRON PIN SET, THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF PERNOSHAL COURT NORTH 49 DEGREES 25 MINUTES 09 SECONDS EAST A DISTANCE OF 198.21 FEET TO AN IRON PIN SET ON SAID RIGHT OF WAY, THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 98.90 FEET A RADIUS OF 271.56 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 59 DEGREES 51 MINUTES 07 SECONDS EAST A DISTANCE OF 98.35 FEET TO AN IRON PIN SET ON SAID RIGHT OF WAY, THENCE LEAVING SAID 60 FOOT RIGHT OF WAY AND FOLLOWING THE WESTERLY PROPERTY LINE OF 4553 NORTH SHALLOWFORD ROAD SOUTH 37 DEGREES 52 MINUTES 21 SECONDS EAST A DISTANCE OF 264.93 FEET TO A 1/2 INCH IRON PIN SET, THENCE AT A MITERED CORNER SOUTH OG DEGREES 25 MINUTES 39 SECONDS WEST A DISTANCE OF 32.10 FEET TO A P/K NAIL SET IN THE ASPHALT PARKING, THENCE SOUTH 51 DEGREES 45 MINUTES 09 SECONDS WEST A DISTANCE OF 217.50 FEET TO A 1/2 INCH IRON PIN SET, THENCE SOUTH 64 DEGREES 36 MINUTES 39 SECONDS WEST A DISTANCE OF 53.55 FEET TO A 1/2 INCH IRON PIN SET ON THE NORTHERLY RIGHT OF WAY LINE OF NORTH SHALLOWFORD ROAD BEING 80 FEET IN WIDTH, THENCE FOLLOWING SAID RIGHT OF WAY NORTH 38 DEGREES 34 MINUTES 25 SECONDS WEST A DISTANCE OF 281.62 FEET TO THE POINT OF BEGINNING.

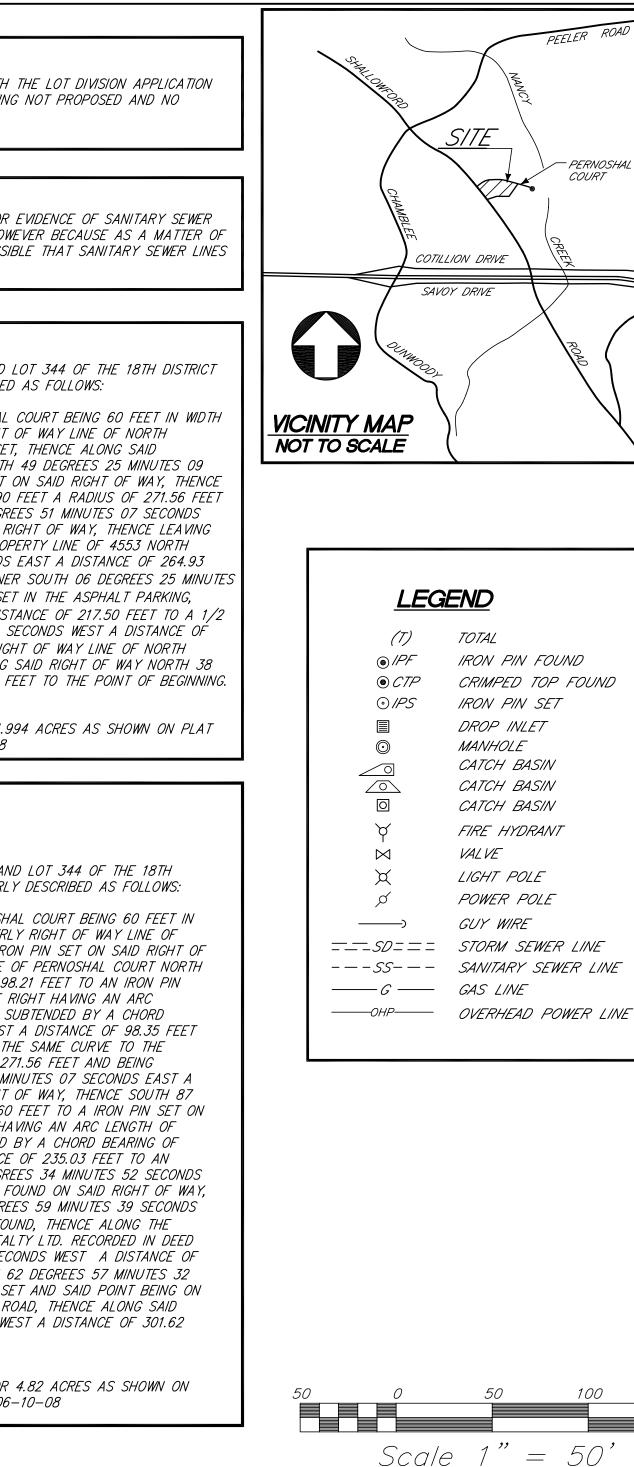
SAID TRACT OR PARCEL OF LAND CONTAINS 86,837 SQ. FT OR 1.994 ACRES AS SHOWN ON PLAT BY HARTRAMPF, INC., DATED 06-05-07 LAST REVISED 06-10-08

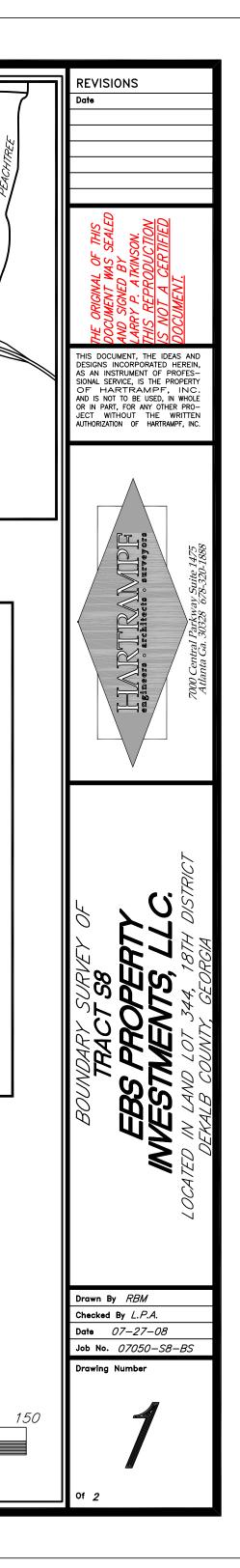
LEGAL DESCRIPTION ENTIRE PARCEL

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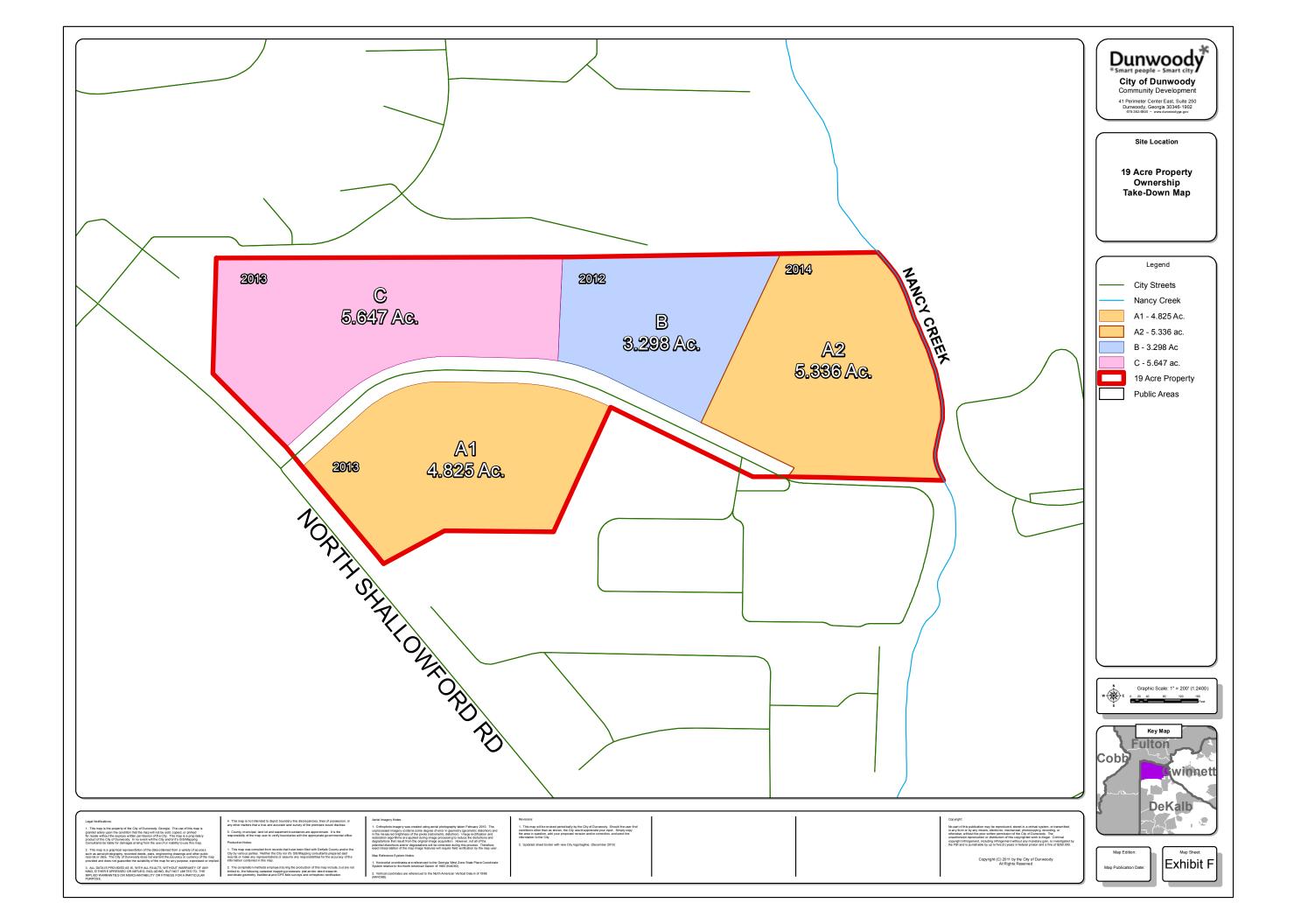
SAID TRACT OR PARCEL OF LAND CONTAINS 210,142 SQ. FT OR 4.82 ACRES AS SHOWN ON PLAT BY HARTRAMPF, INC., DATED 06-05-07 LAST REVISED 06-10-08

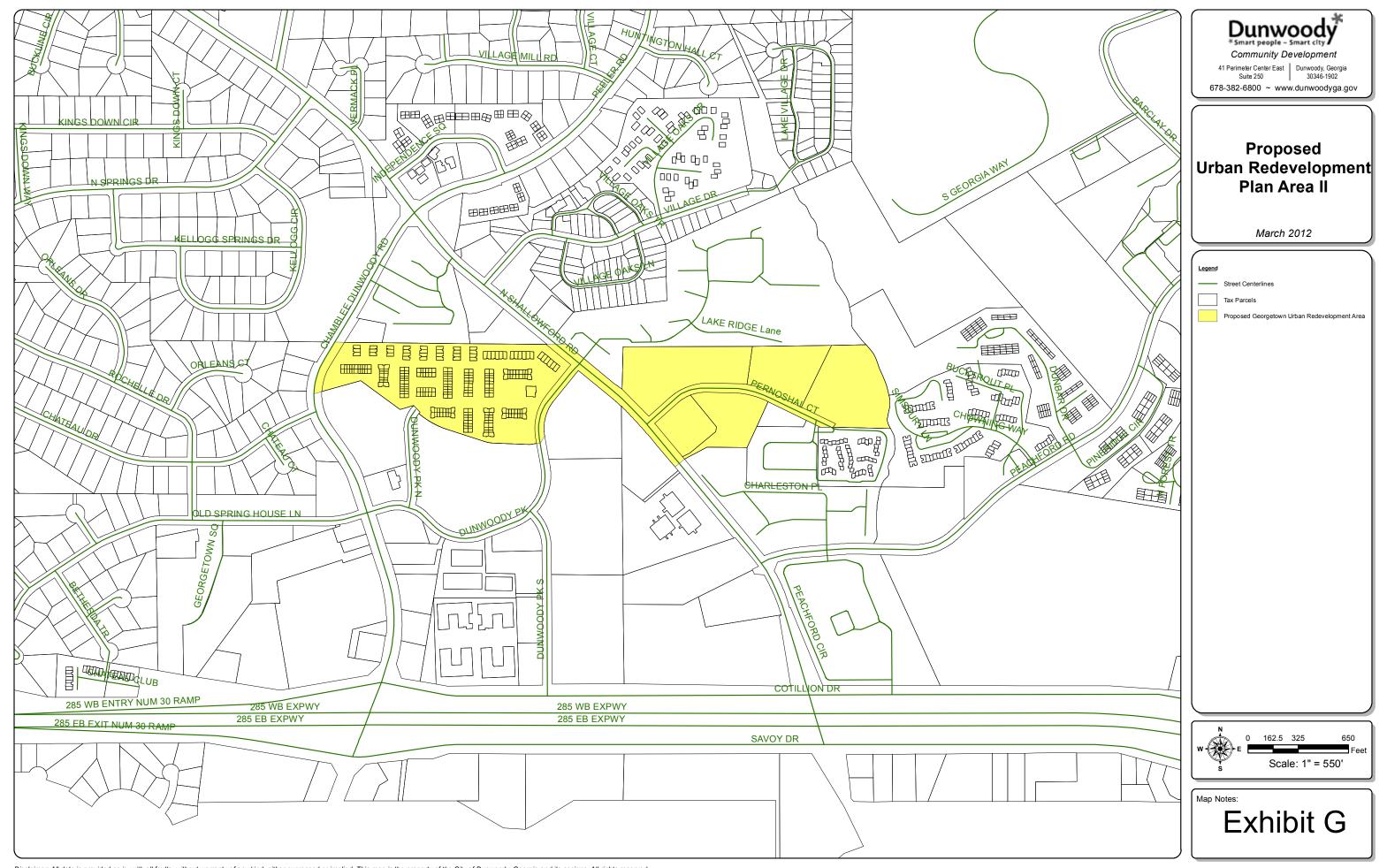




PERNOSHAL COURT

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)ENTRY PLAZA/ OPEN LAWN

° CONNECTION TO EMORY HOSPITAL SITE VIA 12' MULTI-PURPOSE TRAIL ALONG N. SHALLOWFORD ROAD.

- ° MONUMENT SIGNAGE AT CORNER INCORPORATING NEW CITY OF DUNWOODY SIGNAGE STANDARDS.
- ° DECORATIVE STEEL FENCING WITH MONUMENT PILASTERS ALONG ROAD FRONTAGE TO PROMOTE PARK USER SAFETY AND CREATE A SENSE OF SEPARATION FROM ROADWAY
- ° CONNECTION TO ADJACENT COMMERCIAL DEVELOPMENT

LINEAR PARK CONNECTION

- ° 12' MULTI-PURPOSE TRAIL PULLED AWAY FROM ROADWAY TO PROMOTE USER SAFETY AND SENSE OF SEPARATION.
- ° CONTINUOUS THEME OF SMALL VERTICAL ELEMENTS ALONG TRAIL THAT INCORPORATES DESIGN INSPIRED BY CITY OF DUNWOODY SIGNAGE STANDARDS.
- ° CONVERT TO PARALLEL PARKING ALONG ROADWAY TO MAXIMIZE OPEN SPACE ALONG TRAIL.
- ° CONNECTION TO CENTRAL PARK AREA MARKED BY LARGE VERTICAL ELEMENTS INSPIRED BY NEW CITY SIGNAGE STANDARDS.



3 CENTRAL PARK SPACE

- SCALE VERTICAL ELEMENTS AT ENTRY TO PROVIDE FOCAL POINT.
- FOR VENDORS DURING PARK EVENTS.
- ° LARGE BENCH SWINGS WITH ARBORS OVERLOOKING LAWN AREA.

4) PLAYGROUND/ PAVILION AREA

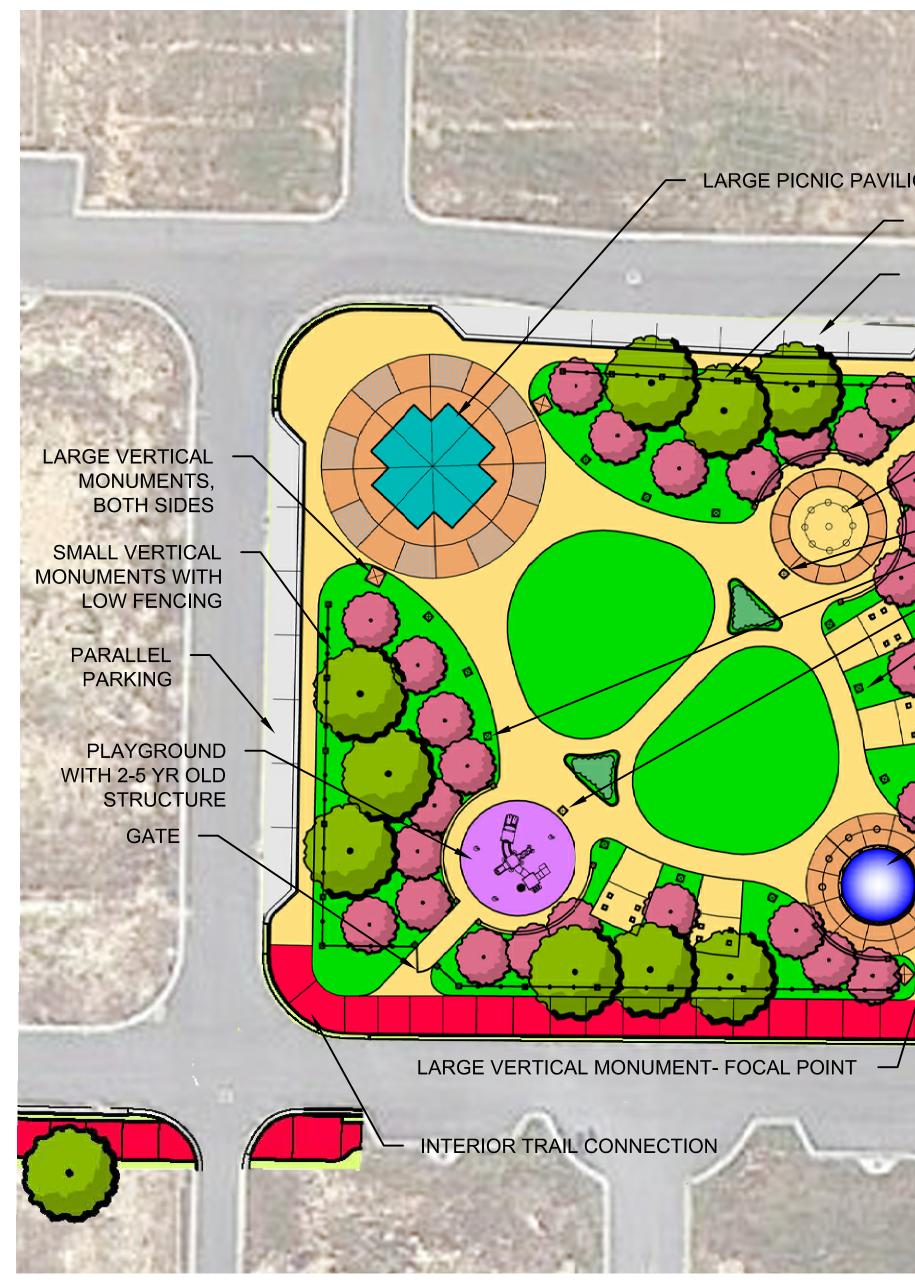
- CONNECTION.
- ° PERPENDICULAR PARKING TO RECOVER ADDITIONAL PARKING AREA.
- LAWN AND ±3300 SF PLAYGROUND.

° AXIAL RELATIONSHIP TO PROVIDE DIRECT ENTRY EXPERIENCE WITH TRAIL USERS. LARGE ° ENTRY PLAZA WITH ORNAMENTAL FOUNTAIN, FLAG COURT AND SEAT WALLS. ° OPEN LAWN AREA WITH CONTINUED VERTICAL ELEMENTS ALONG PERIMETER TO CONTINUE DESIRED THEME. VERTICAL ELEMENTS MAY BE USED TO PROVIDE ELECTRICAL CONNECTIONS

[°] LARGE PICNIC PAVILION, SPLASH PAD AND PLAYGROUND WITH 2-5 YR OLD PLAY STRUCTURE

° INTERNAL TRAIL CONNECTION TO PROMOTE USER SAFETY AND SENSE OF SEPARATION FROM ROADWAY. TRAIL TO HAVE CONTINUOUS THEME OF VERTICAL ELEMENTS USED IN LINEAR PARK

° COMBINED RESTROOM/ PICNIC PAVILION WITH SEATWALL PLAZA AND CONNECTION TO OPEN









220 W. CROGAN ST. SUITE 100 LAWRENCEVILLE, GA 30046 770-338-0017

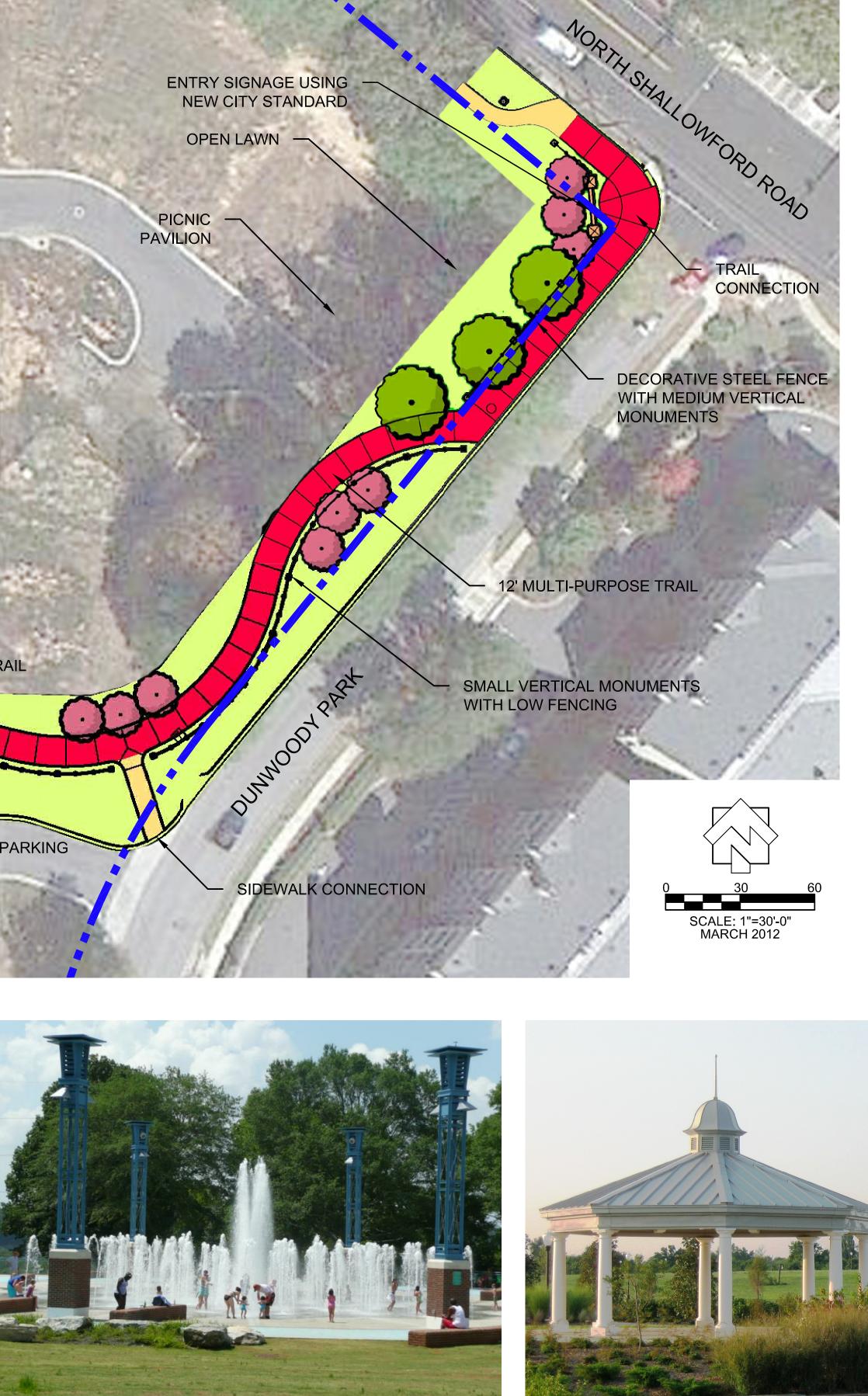
LARGE PICNIC PAVILION WITH DECORATIVE PLAZA

SMALL VERTICAL MONUMENTS WITH LOW FENCING

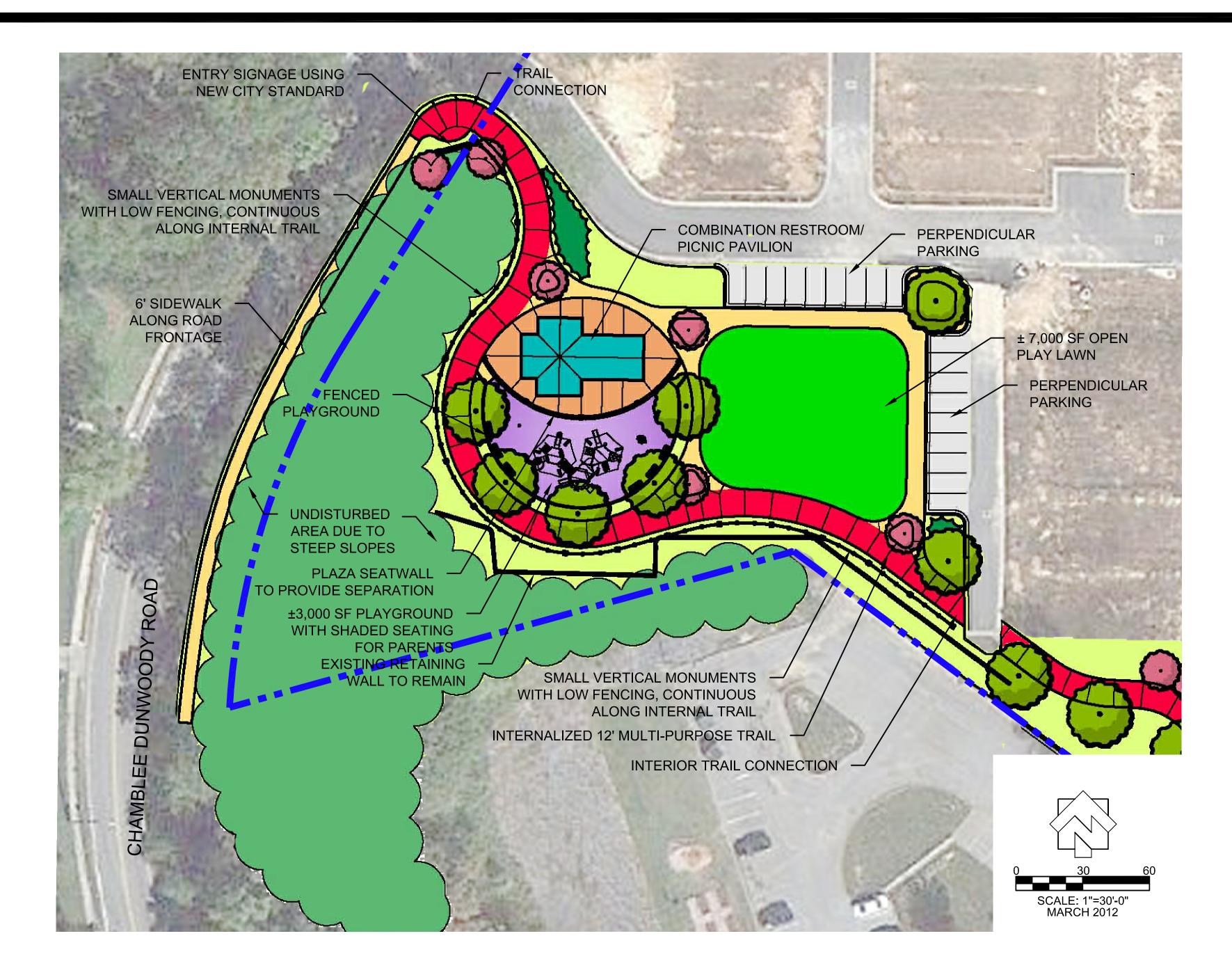
- GATE PARALLEL PARKING PICNIC - SPLASH PAD PAVILION SMALL VERTICAL MONUMENTS WITH LOW FENCING MEDIUM VERTICAL MONUMENTS TO CREATE EDGE, POTENTIAL LOCATION OF POWER CONNECTIONS FOR VENDORS BENCH SWINGS WITH ARBORS, BOTH SIDES OF LAWN PARALLEL PARKING ORNAMENTAL FOUNTAIN AND FLAG COURT SEATWALLS - LARGE VERTICAL MONUMENTS MARKING CONNECTION SMALL VERTICAL MONUMENTS WITH LOW FENCING - 12' MULTI-PURPOSE TRAIL SIGNAGE USING NEW CITY STANDARD PARALLEL PARKING







SITE PLAN 16 ACRE PARCEL DUNWOODY, GEORGIA



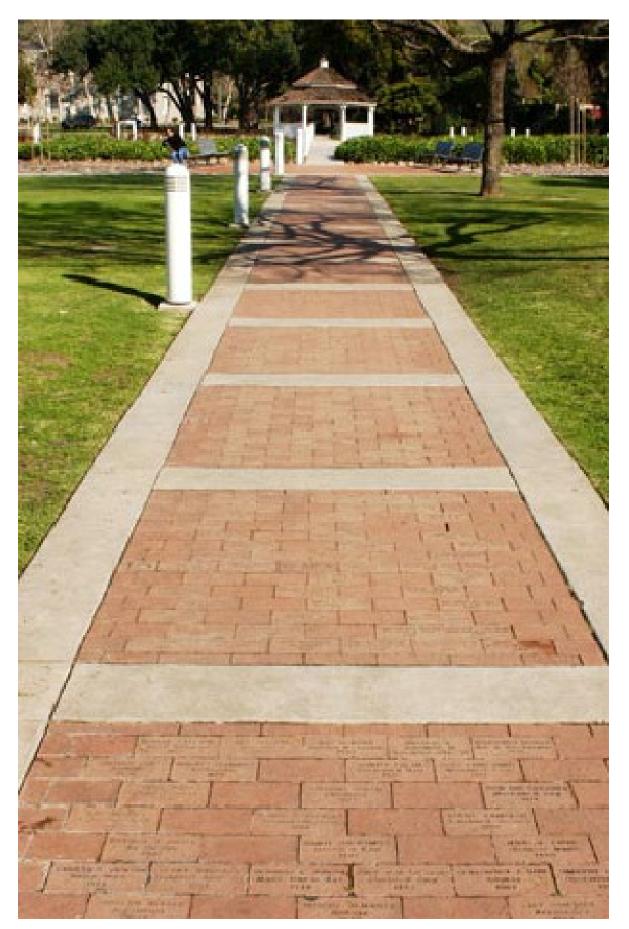




220 W. CROGAN ST. SUITE 100 LAWRENCEVILLE, GA 30046 770-338-0017







SITE PLAN 16 ACRE PARCEL DUNWOODY, GEORGIA





220 W. CROGAN ST. SUITE 100 LAWRENCEVILLE, GA 30046 770-338-0017

ANDSCAPE ARCHITECTURE · ARCHITECTURE · ENGINEERING

TRAIL HEAD/ OVERLOOK PLAZA

- ° USING EXISTING TOPOGRAPHY, CREATE
- TRAIL HEAD WITH OVERLOOK INTO PARK ° SEATWALLS WITH SMALL PILASTER AND DECORATIVE PAVING
- ° KIOSK WITH INTERPRETIVE SIGNAGE
- ° ADA ACCESS INTO LAWN VIA TRAIL OR **DIRECT ACCESS VIA STAIRS**
- ° 12' WIDE MULTI-PURPOSE TRAIL PROVIDES CONNECTIONS TO BROOK RUN PARK AND THE PIPE FARM ON N. SHALLOWFORD RD.

2)LARGE PAVILION/ BAND STAND

- ° LARGE PICNIC PAVILION WITH REMOVABLE TABLES AND POWER CONNECTIONS FOR LIVE PERFORMANCES
- ° STEPPED PLAZA FOR AIDED VIEWING FROM LAWN AREA
- ° DECORATIVE PAVING AT PLAZA AND CURBED SHRUB BEDS
- ° IDEAL LOCATION AND ORIENTATION DUE TO TOPOGRAPHY AND SURROUNDING LAND USES

3) OPEN LAWN

SCALE: 1"=30'-0" MARCH 2012

- ° VIEWING LAWNS WITH FULL SIDEWALK CONNECTIONS
- ° GRADED TO PROVIDE AMPHITHEATER-STYLE LAWN VIEWING OF BAND STAND
- ° MULTI-PURPOSE LAWN ACCOMMODATES LARGER CROWDS AND UNORGANIZED SPORTS

4) ENTRY PLAZA/ PICNIC PAVILION

- ° UTILIZE EXISTING DRIVEWAY AS PRIMARY PARK ACCESS FROM PERNOSHAL COURT
- ° SERVES AS VEHICULAR ACCESS DRIVE WITH REMOVABLE BOLLARDS
- ° ENTRY MARKED BY LARGE VERTICAL MONUMENTS INCORPORATING ELEMENTS FROM NEW CITY SIGNAGE STANDARDS
- ° ALIGNMENT OF ENTRY IDEALLY SUITED TO SERVE AXIAL RELATIONSHIP WITH FUTURE DEVELOPMENT
- ° SMALL PAVILION SET IN PLAZA WITH **DECORATIVE PAVEMENT AND TREE GRATES**

5) RESTROOM BUILDING

° RECOMMENDED TO ACCOMMODATE PARK VISITORS UNTIL OTHER FACILITIES ARE PROVIDED IN FUTURE PHASES.





SITE PLAN **19 ACRE PROPERTY** DUNWOODY, GEORGIA







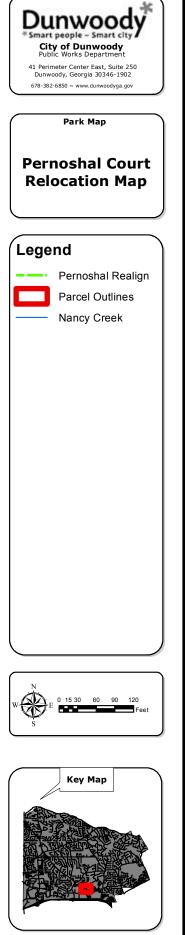








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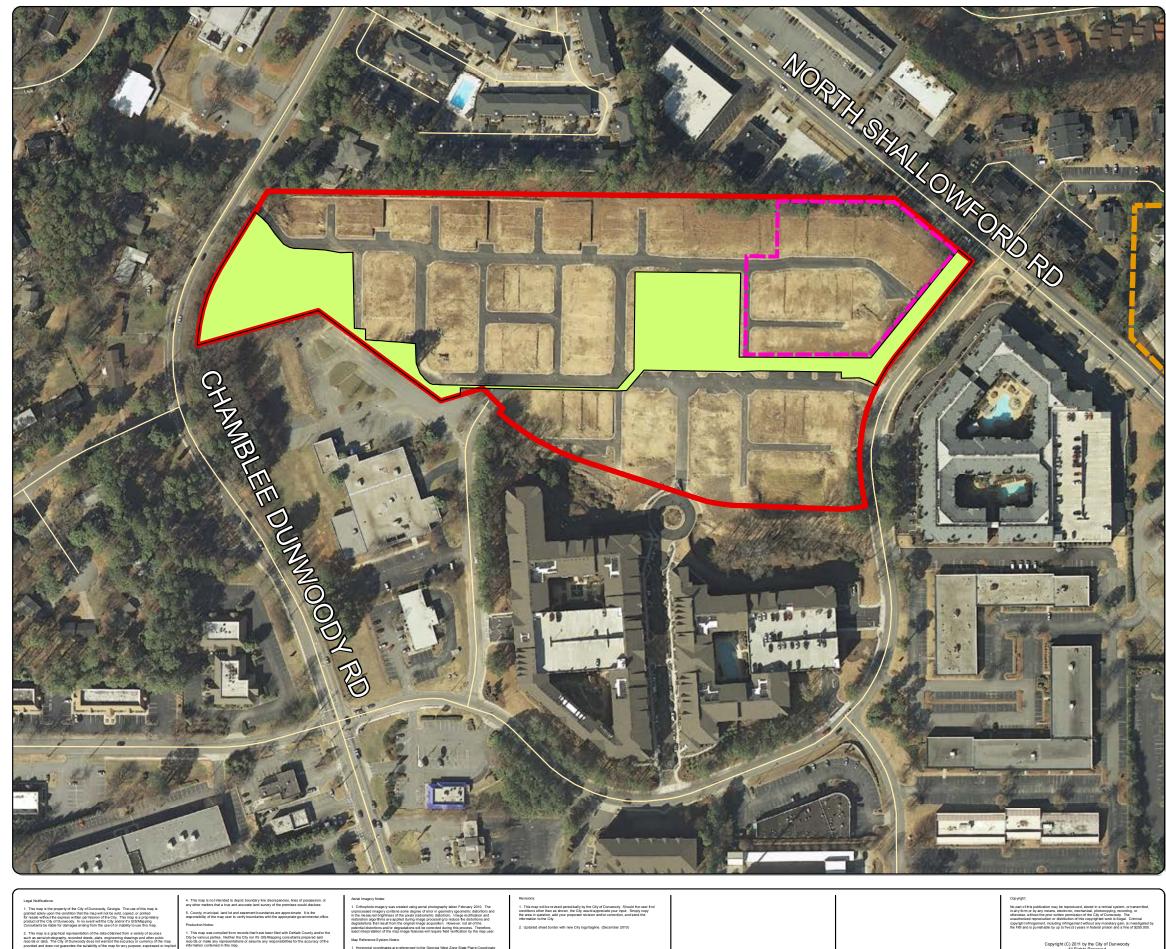
Map Sheet: Exhibit L







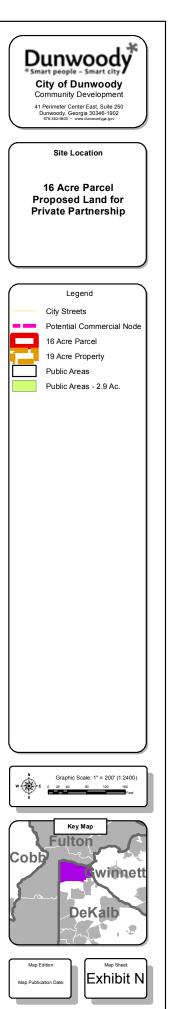




2. The compilation n limited to, the followi

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16-ACRE PARCEL MARCH 9, 2012

NEIGHBORHOOD COMMERC

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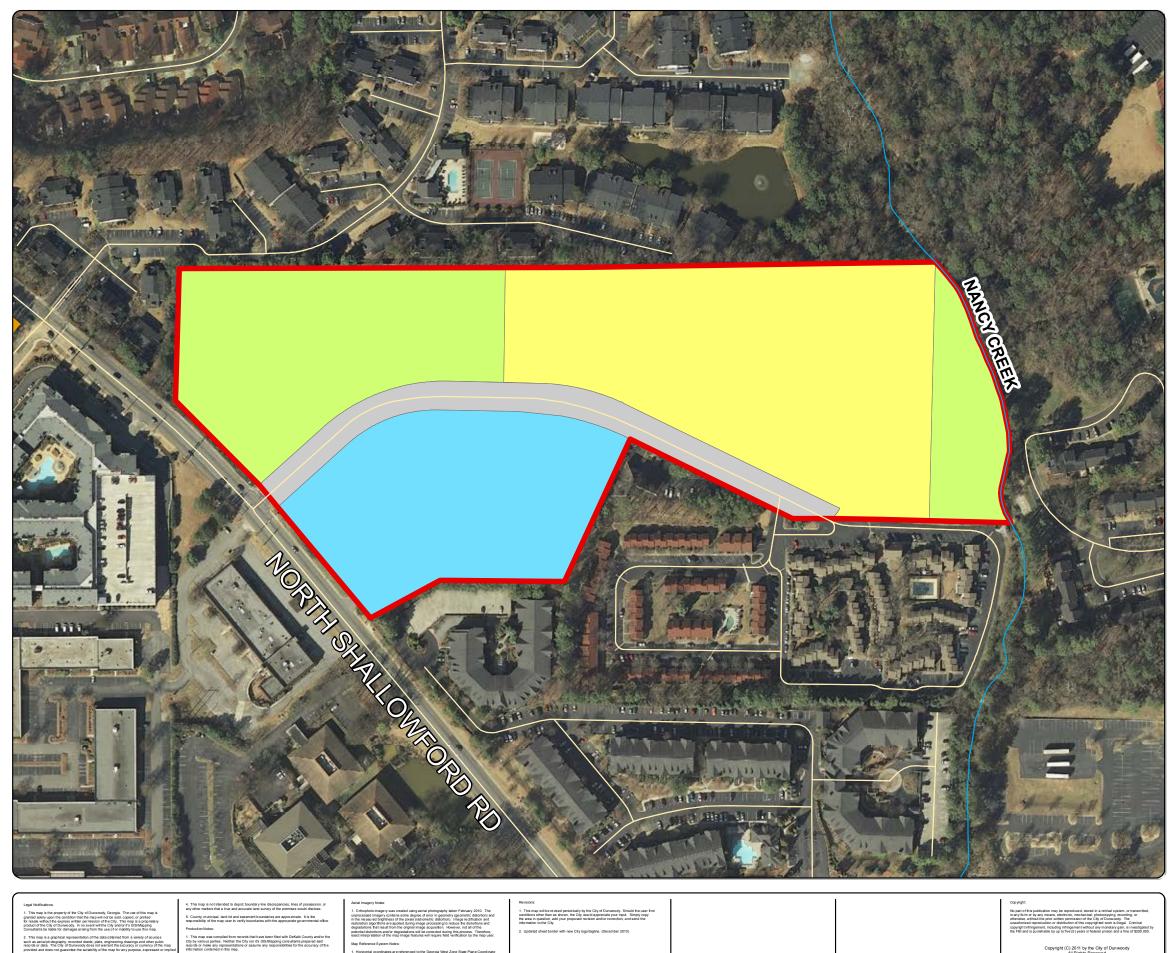




200′



300′



3. ALL DATA IS PROVIDED AS IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE

2. The compilation methods e limited to, the following cadast

2. Vertical coodinates are referenced to the North (NAVD88).

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19-ACRE SITE Illustrated By: Urban Collage, Inc.



300′

0′ 50′

100′

200′



41 Perimeter Center East, Suite 250 Dunwoody, Georgia 30346 P (678) 382-6700 F (678) 382-6701 dunwoodyga.gov

EXHIBIT P – PROPOSAL FORM

The undersigned, as Proposer, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Proposer represents and warrants to the City that: (i) except as may be disclosed in writing to the City with its Proposal, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of the Proposer, and that no such person shall have any such interest at any time during the term of the Development Agreement should the City execute a Development Agreement with the Proposer; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of the City in connection with the submission of this Proposal or the City's evaluation or consideration thereof.

The Proposer certifies that his/her proposal is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. The Proposer certifies no communication has been initiated by a Proposer or its agent to an employee of the City, including City Council, evaluating or considering the proposal during the period of time following the issuance of the Solicitation, the opening of proposals and prior to the time a decision has been made with respect to the vote by City Council to enter ito a Development Agreement with the Proposer.

The Proposer has not included in their proposal any substitutions which are not confirmed by written addenda.

The Proposer agrees, if this Proposal is accepted, to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by Georgia or local law.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said Development Agreement, provide a copy of a valid business or occupational license and all other documents required by the Development Agreement within ten (10) business days after executing a Letter of Intent with the City (or such earlier time as may be stated elsewhere in these Proposal Documents), the Proposal award may be offered by the City to an alternate Proposer, or the city may re-advertise for Proposals. In either case the City shall have the right to recover from the Proposer the City's costs and damages including, without limitation, attorney's fees, to the same extent that the City could recover its costs and expenses from the Proposer under Section V, subsection G of the Solicitation if the Proposer withdrew or attempted to withdraw its Proposal.



Company Name:___

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Solicitation Documents (identified by number)

Addendum No.	Date	Addendum No.	Date

It shall be the responsibility of each Proposer to visit the City of Dunwoody's website, <u>www.dunwoodyga.gov</u> to determine if addendum(s) were issued and, if so, to obtain such addendum(s). Failure to acknowledge an addendum above shall not relieve the Proposer from its obligation to comply with the provisions of the addendum(s) not acknowledged above.

Having carefully examined the bid documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration to enter into a Development Agreement with the City.

The Proposer agrees to provide all work described in this document.

Fax Number



O.C.G.A. 50-36-1(e)(2) Affidavit Verifying Status for City Public Benefit

****This form is required for ALL LICENSES/PERMITS/CONTRACTS by State Law****

By executing this affidavit under oath, as an applicant for a(n) [type of public benefit], as referenced in O.C.G.A. Section 50-36-1, from the City of Dunwoody, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) _____ I am a United States citizen (Must include copy of either Georgia Driver's License, Passport, or Military ID)

2) _____ I am a legal permanent resident of the United States.** (Must include a copy of your Georgia Driver's License and either a copy of your Permanent Resident Card or Employment Authorization Card)

3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.**

(Must include a copy of your Georgia Driver's License and either a copy of your Permanent Resident Card or Employment Authorization Card)

**My alien number issued by the Department of Homeland Security or other federal immigration agency is: ______.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Dunwoody, Georgia.

Signature of Applicant

Date

Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 20____,

NOTARY PUBLIC/SEAL

My Commission Expires: _____

Revised 10.7.11



41 Perimeter Center East, Suite 250 Dunwoody, Georgia 30346 P (678) 382-6700 F (678) 382-6701 dunwoodyga.gov

EXHIBIT Q – Pricing Document

_egal Business Name (the "Proposer")
Federal Tax ID
Address
Bid Amount
Acres of Land to be Purchased
Price per Acre

In exchange for the land described in Exhibit N and Exhibit O and the City's proposed development of city parks and civic elements as described in IFP 12-01, Exhibit H, and Exhibit J, the Proposer submits an offer of the Bid Amount listed above for the Acres of Land listed above under the terms described below. The terms should also describe the method by which the Proposer intends to pay the funds listed above to the City and the dates when payments will be made (if payment will not be made in whole at closing).

Terms_____

Please attach additional pages if needed.

Legal Business Name (the "Purchaser")

Federal Tax ID

Address

RE: IFP 12-01 Project Renaissance – A New Georgetown

Dear City of Dunwoody:

The purpose of this letter is to confirm the intent of ______ (the "Purchaser") to agree to basic terms and conditions pursuant to which the Purchaser proposes to enter into a Development Agreement with the City of Dunwoody (the "City"), or any Authority created by the City of Dunwoody (a "Municipal Authority"), for the sale of portions of certain real property:

- i. a certain 16.00 acre tract (the "16 Acre Parcel") owned by the City, which is more particularly described in **Exhibit 1**, attached hereto and incorporated by reference and
- ii. a certain 5.64 acre tract, a certain 3.34 acre tract, a certain 5.25 acre tract, a certain 1.99 acre tract, and a certain 2.83 acre tract (the "19 Acre Property") which the City has the right to acquire pursuant to a purchase contract with the current owner of such property. The 19 Acre Property is more particularly described in **Exhibit 2**, attached hereto and incorporated by reference.

The 16 Acre Parcel and the 19 Acre Property, together, will be referred to as the "Properties."

The Purchaser intends to acquire a portion of the Properties in order to develop the land in a manner consistent with the proposal ("Land Plans") the Purchaser submitted to the City in response to IFP 12-01. The Purchaser's Land Plans attached hereto and incorporated by reference as **Exhibit 3**.

The City shall retain the remaining portions of the Properties to be used for parks, green space, drainage facilities, roads, parking, sidewalks, landscaped areas and a potential civic use development and/or commercial buildings as described in IFP 12-01.

The parties recognize that minor modifications to the Proposer's Land Plans and the City's proposed improvements may be necessary. The parties will work together to agree on any modifications to the Land Plans leading up to and after the date the Development Agreement is executed.

The City has a purchase contract for the 19 Acre Property. If Proposer and the City are not able to enter into a Development Agreement by 12:00 p.m. on Wednesday, May 30, 2012, the City will terminate the contract on the 19 Acre Property and terminate negotiations with Purchaser as of that date.

As such, the City requires that Purchaser execute a binding Development Agreement pursuant to this Letter of Intent by **12:00 p.m. on Wednesday, May 30, 2012**. The salient terms and conditions of the City's proposal are outlined below.

- 1. <u>Properties</u>. The parties will employ TerraMark, or another agreed upon registered survey firm, to prepare legal descriptions of those portions of the Properties to be sold to the Purchaser and those portions of the Properties to be retained by the City prior to the execution of the Development Agreement between the parties, and the parties will share equally in the cost of preparation of the legal descriptions. The Properties will be apportioned between the City and Purchaser, as set forth in the Land Plans submitted by Purchaser and any modifications to such plans as agreed upon by both parties.
- Purchase Price. The "Purchase Price" for the entire transaction contemplated herein shall be \$_______ to be paid by Purchaser in accordance with payment terms negotiated by the parties.
- <u>Closings</u>. The Parties shall agree on a closing date for the sale of those portions of the Properties to be sold to the Purchaser. However, regardless of the final closing date, the Purchaser shall pay the City \$_____ prior to July 13, 2012.

This Letter of Intent does not, and is not intended to, contractually bind the Parties. The parties shall not be fully contractually bound unless and until they enter into a formal, written agreement, which must be in form and content satisfactory to each party and to each party's legal counsel, in their sole discretion.

If the terms set forth above are acceptable to the City, we would appreciate your signature below indicating that you are in agreement with the terms of this letter. Once a fully executed Letter of Intent is received, we will deposit \$100,000 with the City of Dunwoody on or before **5:00 p.m. on Thursday, May 3, 2012**. The deposit shall be governed by the standards laid out in IFP 12-01.

Upon receipt of a fully executed copy of this letter, we will work with the City in the preparation of the formal, written Development Agreement.

Sincerely,

Name:			

Titlar			
Title:			

Firm:	

AGREED TO AND ACCEPTED BY CITY OF DUNWOODY

Ву:	Date:
Name: Warren Hutmacher	
Title: <u>City Manager</u>	
Organization: <u>City of Dunwoody</u>	