

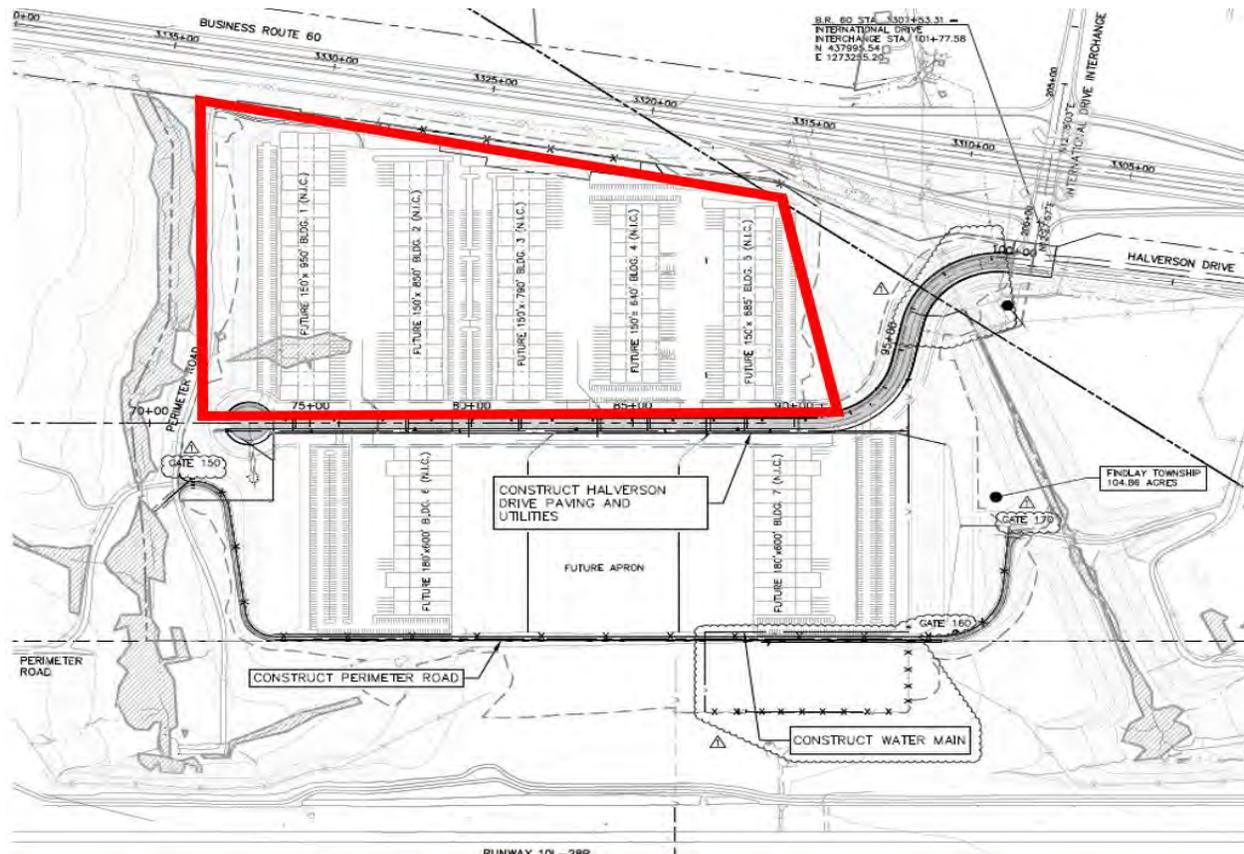


ALLEGHENY COUNTY AIRPORT AUTHORITY

REQUEST FOR DEVELOPMENT PROPOSALS

NORTHFIELD

*PITTSBURGH INTERNATIONAL AIRPORT
ALLEGHENY COUNTY, PENNSYLVANIA*



SEPTEMBER 2019

I. SCHEDULE

Request for Development Proposals

- September 13, 2019 - RFDP is advertised and/or distributed to Developers.
- September 16 until September 27, 2019 - Question and Clarification Period.
- October 11, 2019 – Development Proposals are due to ACAA.
- October 18, 2019 - Qualified Developer(s) is selected.

SUBMIT TO:

**David Storer
Director of Business Development
Allegheny County Airport Authority
Pittsburgh International Airport
Landside Terminal, Mezzanine Level
Pittsburgh, PA 15231-0370
(412) 472-3880**

ON OR BEFORE 3:00 P.M. ON Friday, October 11, 2019. (LATE PROPOSALS WILL NOT BE ACCEPTED).

II. OBJECTIVE

The purpose of this Request for Development Proposal (the “RFDP”) is to provide interested developer(s) and/or real estate professional(s) (collectively, “Developers”, and in the singular, a “Developer”) with information to enable them to prepare and submit a proposal to enter into a long term ground lease and/or development agreement for the development of a Site, identified as Northfield Site on the Pittsburgh International Airport layout, and located off of International Drive in Findlay Township (the “Site”) with 48.262 acres, and to enable the Allegheny County Airport Authority (the “Authority” or “ACAA”) to select a qualified and experienced Developer or Developers to ground lease and develop the Site.

III. GENERAL INSTRUCTIONS AND INFORMATION

A. About this Document

This document is a Request for Development Proposals (RFDP). The Authority is requesting the submission of proposals emphasizing not only the consideration for the Site, but also the scope and quality of the development of the Site, intended use, the time line for completion and other factors. Financial proposals are subject to guidelines published by the Federal Aviation Administration (“FAA”) and to the Grant Assurances provided by the Authority to the FAA which, among other things, requires the Site to be appraised and that all ground rent meet the test of fair market value. This RFDP shall not be construed to create or provide any private or public right or cause of action for or by any person or entity, or to impose any specific obligations on the Authority.

The RFDP process allows the Authority to receive and review proposals and if necessary, negotiate with Developers prior to leasing the Site and entering into a development agreement. A ground lease and/or development agreement shall be awarded to a qualified responsible Developer submitting the best overall proposal. The Authority reserves the right to select, negotiate and subsequently recommend to the ACAA Board of Directors the Developer that submits the best overall proposal for the lease and development of the Site.

HOWEVER, THE ISSUANCE OF THIS RFDP DOES NOT OBLIGATE THE ACAA TO ENTER INTO A GROUND LEASE OR DEVELOPMENT AGREEMENT FOR THE SITE. THE ACAA RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS SUBMITTED.

The Authority therefore invites interested Developers to submit their qualifications and proposals for the development of the Site. The Authority is interested in obtaining each Developer’s concept for the development and intended use of the Site as well as the means and strategy it intends to implement to successfully complete the development of the Site. This information, coupled with the consideration offered for the ground rent of the Site, as well as other information provided in the submitted proposal, will serve as the basis for subsequent negotiations and selection.

The ACAA may select and/or contract with a number of Responding Developers for the development of the Site. The ACAA anticipates that the most qualified Responding Developers who have submitted the highest consideration for the Site coupled with an appropriate use of the Site will be selected and granted a limited right to negotiate with the ACAA with respect to the Site.

B. Examination of RFDP Documents and the Site

Interested Developers shall carefully examine all RFDP documents and thoroughly familiarize themselves with the Site and all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFDP. Before submitting a proposal, each Responding Developer shall be responsible for making all investigations and examinations that are necessary to ascertain existing Site conditions and restrictions to the extent necessary to submit a proposal. Developers should review, among other things, the following: (1) Conceptual Site Plan documents; (2) proposed building phases; (3) Tax Increment Financing and Redevelopment Capital Assistance Program requirements; and (4) Design and Permitting Guidelines.

It is anticipated that the Responding Developer that is ultimately approved for the development of the Site will enter a ground lease and/or development agreement which shall contain a period of due diligence with certain contingencies.

C. Addenda to RFDP

The Authority reserves the right to issue addenda for the purpose of supplementing, clarifying, revising or amending the RFDP (collectively, the “Addenda”). Any Addenda so issued shall be kept on file at ACAA’s offices. In addition, all Addenda will be emailed to each Developer who received a copy of this RFDP and who has entered its name and address on the list maintained by the Authority for such purpose. Nevertheless, it is the responsibility of each Responding Developer to: (1) inquire as to the issuance of any Addenda, (2) ascertain prior to submitting a proposal that all Addenda have been received, and (3) acknowledge in said proposal that all Addenda have been received. All Addenda shall become part of this RFDP at the time they are issued, and all Responding Developers shall be deemed to have constructive knowledge and notice of, and to be bound by, such Addenda, whether or not they are in actual receipt thereof.

D. Conflict of Interest

Developers shall neither offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the Authority or the County of Allegheny. By signing their proposal, the Responding Developer certifies and represents to the Authority that the Responding Developer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantaged information, recipient’s decision, opinion, recommendation, vote or any other exercise of discretion concerning this RFDP.

E. Proposal Preparation Costs

Each Responding Developer agrees that the cost of all materials, preparations and presentations involved in the submission of its proposal and/or its participation in the selection process shall be

borne by said Responding Developer at its sole cost and expense. ACAA shall not, under any circumstances, be responsible for any costs or expenses incurred by a Responding Developer in preparing a proposal or response to this RFDP, or in participating in any subsequent steps in the selection process, such as providing additional information to ACAA, engaging in negotiations and/or discussions with ACAA, and/or making presentations to any interested parties. Each Responding Developer agrees that all documentation and materials submitted either with a proposal or at any point during the selection process shall remain the property of the Authority.

F. Diversity

The Authority does not discriminate on the basis of race, color, creed, religion, disability, or sexual orientation. Furthermore, minority, women, and disadvantaged business owners are encouraged to pursue business opportunities with ACAA.

G. No Co-partnership

No partnership, joint venture, other business combination or agency relationship is created between the Authority and any Responding Developer by virtue of this RFDP, the selection process or otherwise.

H. Proposal Coordinator

For additional information concerning this Request for Development Proposals, interested parties may contact David Storer, Director of Business Development at (412) 472-3880.

IV. SUBJECT SITE CONDITIONS

A. Physical Condition and Limitations

The Site is fully described in the materials provided by the Authority including any specific topographical and/or other physical conditions impacting the usable acreage. The Authority is prepared to deliver a pad-ready Site, but will consider proposals for the Site in its “as is” condition.

Specific contract provisions relating to the RCAP grant are set forth in the RCAP Addendum attached to this RFDP.

B. Environmental/Deed Restrictions

Environmental reports, if any, for the Site will be made available to the developer but the Authority is unaware of any environmental issues. However, it is the Developer’s obligation to determine the environmental condition of the Site.

C. Utility Information

See Attached Utility Layout

D. Zoning

The Site's zoning status is HI.

ACAA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING OR RELATED TO ENVIRONMENTAL, SOIL, SUBSURFACE OR ANY OTHER CONDITIONS ON THE SITE, OR THE AVAILABILITY OR RELOCATION OF UTILITIES ON THE SITE (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE). DEVELOPERS SHOULD PERFORM THEIR OWN DUE DILIGENCE AND NOT RELY ON THE INFORMATION PROVIDED BY ACAA.

V. SELECTION PROCESS AND CRITERIA

A. Review and Selection

Representatives of the Authority will review all submissions to identify those which, in its judgment, offer the best return to the Authority, has the most qualified Developer, and is an appropriate development/use for the Site. The review may include requests for additional information and interviews and negotiations with responding developers ("Responding Developers"). The Authority reserves the right to reject any and all submittals, in whole or in part, in its sole discretion, for any reason.

Upon receipt of the proposals, the Authority will commence its review and selection process. At any time during the selection process, the Authority may request from Responding Developers more detailed project information, including but not limited to conceptual designs and financial information, including a development and operating pro forma. The Authority, in its sole discretion, may require Responding Developers to make one or more formal presentations to the Authority and/or any other interested parties.

One or more submittals may be selected by ACAA as best meeting the goals for the Site and such submittals may be explored further by the ACAA.

The Authority will carefully review all responses to the RFDP and will schedule follow-up meetings with the most qualified Responding Developers who have submitted development concepts consistent with the goals and objectives of this RFDP.

The Authority may elect to negotiate with Responding Developers to determine which submittal(s) is most appropriate for working towards final agreements with the Authority.

B. Sources of Information and Criteria

The Authority will make its decisions based upon the following sources of information:

- The Responding Developers proposal submitted in response to this RFDP;
- Potential Interviews with and oral presentations of the Responding Developer;
- Investigations of prior projects completed by the Responding Developer;
- The Responding Developer's performance in previous undertakings;
- Credit record, civil judgment search and criminal background search;
- Financial information submitted by or requested from Responding Developers;
- Such other sources of information as it deems appropriate under the circumstances.

The Authority will make its selection of the most appropriate development based on the following criteria:

- Ground rent offered for the Site;
- Responding Developer's qualifications and experience (including but not limited to Principals, key managers, consultants and team members);
- General Design and Zoning Requirements - All development proposals should be designed to comply with the Authority's Design Guidelines, which are available upon request.
- The scope and quality of the development of the Site:
- Intended use of the Site;
- The value of the proposed improvements;
- Environmental impact;
- Benefit to and compatibility with the airport operations which will be determined by the Authority in its sole discretion;
- The time line for completion;
- The Responding Developer's financials, financing and financial commitment to the project.
- Commitment by the Developer to meet or exceed the ACAA's M/W/DBE participation goals. Additionally, Responding Developers should include any demonstration of meeting or exceeding the ACAA's M/W/DBE participation goals of 14% (minimum) on prior projects. For information on the M/W/DBE Program contact Jenee Oliver, Manager of Business Diversity and Outreach at 412-472-5503 or joliver@flypittsburgh.com;
- The Responding Developer's ability to undertake, complete and manage the project;
- Demonstrated history of utilization of local workforce, where appropriate, on prior projects; References; and
- Such other factors that the Authority determines are relevant to the development of the Site.

VI. SUBMISSION REQUIREMENTS

A. Procedures for Submission of Responses to RFDP

To be considered, a Responding Developer shall submit a complete response to this RFDP. The Authority encourages creative and innovative submittals that are compatible with local land-use

policies. Submittals shall be straightforward and contain a concise delineation of the Responding Developer's capability to deliver the proposed development.

Submittals shall be comprehensive, accurate, bound and contained on 8-1/2" X 11" paper with foldouts if necessary. Responding Developers shall submit three (3) copies of all documents required as well as one electronic copy on CD as part of the RFDP. Submissions must be hand delivered or delivered by postal or delivery service by the time indicated below; e-mail or electronic delivery will not be accepted. Submissions lacking one or more of the requested documents may be considered irregular. The Authority reserves the right to reject any irregular submission and reserves the right to waive any irregularity in submissions.

It is the Responding Developer's sole responsibility to read and interpret this RFDP and the written instructions contained herein.

B. Mailing Address & Submission Deadline

Responses to the RFDP shall be submitted to:

**David Storer
Director of Business Development
The Allegheny County Airport Authority
Pittsburgh International Airport 4th Floor Mezzanine Level
Pittsburgh, PA 15231-0370**

Responses are due in the above office on or before 3:00 p.m. on Friday, October 11, 2019. Responses to the RFDP that are not received in the above office prior to the time and date specified will be considered late and will not be accepted.

C. Content of Proposals & Developer Qualification

RESPONDING DEVELOPERS PROPOSALS SHOULD CONTAIN THE FOLLOWING PROPOSAL INFORMATION AND A STATEMENT OF DEVELOPER QUALIFICATIONS IN THE FOLLOWING ORDER:

1. *Cover Page* [should include the name of the Project, name address and phone number of the Responding Developer and Date];
2. *Letter of Transmittal*. The Letter of Transmittal section shall contain the following information:
 - a) Legal name, address and organizational information of the Responding Developer along with the names and addresses of the individual principals with the authority to legally bind and act on behalf of the Responding Developer.
 - b) If a joint venture is being proposed, provide the above information for each entity participating in the joint venture.

- c) Name, title, address, telephone number, fax number and e-mail address of the contact for the Responding Developer.
 - d) Brief description of the proposed Site development and the consideration offered for the Site.
 - e) Signature of lead principal of Responding Developers team.
3. *Table of Contents [for the following items 4 through 7 and their subparts]*
 4. *Consideration* – State any ground rent proposal for the site.
 5. *Proposed Development of the Site, Vision, etc.:*

The Responding Developer shall describe the proposed development and/or present a vision for developing the Site. The Authority recognizes that this plan is preliminary and that its composition and details may change. The Authority is approaching this process with the flexibility it believes necessary to create a financially feasible development plan beneficial to all parties. The Responding Developer should include the following information in this section:

- a) A description of the nature of the development, including identification of proposed land-use.
 - b) A preliminary development timetable including each development activity and projected completion date, including meeting frequencies and how the Responding Developer plans to work with ACAA and its project timeline. The schedule should indicate dates for major milestones, such as start of project design, construction bids, and start of construction, and should include anticipated dates for the application and receipt of funds as appropriate to the financing requirements of the project.
 - c) Any contingencies proposed to the Developer’s performance;
 - e) Financing – describe how the development is to be financed
6. *Statement of Developer Qualifications.* In order to facilitate review by the Authority, please submit materials in keeping with the following Statement of Qualifications format. Responding Developers will NOT be entitled to withdraw or amend their Statement of Qualifications for a period of ninety (90) days after its submission.

The Responding Developer shall provide a statement of qualifications, which shall include:

- a) Overview of the Responding Developer. The Overview section shall contain the following information:
- i. A concise description of the Responding Developer including organizational structure, identification of principals, identification of parent or subsidiary companies, length of time in business, office locations and number of personnel. If the Responding Developer is a joint venture, please furnish this information for each entity participating in the joint venture.
 - ii. Evidence that the Responding Developer, including joint venture partners, has the financial capability to carry out the proposed commitments.
- b) Experience Record. The Experience Record section shall contain the following information:
- i. A statement as to why the Responding Developer is qualified to undertake this particular project.
 - ii. A description of the Responding Developer's most recent successfully undertaken projects that demonstrate an ability to proceed with this project, and the details of any experience within the past ten years related to similar developments
 - iii. A description identifying the Responding Developer's project team, including experience of the key personnel who will manage the development project and notable experience of the professionals or professional firms that will be used in the development. Examples include, but are not limited to, architects, engineers, attorneys, market analysts, environmental testing firms, property managers, marketing specialists, and the general construction contractor.
- c) Site Development Financial Information. In this section, the Responding Developer should provide ACAA with the following information to demonstrate that the development concept is economically feasible:
- i. A preliminary financial analysis of the development, including equity contribution, construction cost estimate, square footage of development, square footage by type of space to be built (warehouse/distribution, office, etc.), lease and operating expense estimates for the space, proposed financing, leasing/sales timetable, and operating expense estimates. A pro-forma should be submitted that provides estimates of the square footage, rental rates, operating costs, construction costs and any critical assumptions that may affect the project.

- ii. A statement describing any assistance or concessions expected by the Responding Developer from ACAA and/or any other public or government sources. Neither this RFDP nor any part or aspect of the selection process shall in any way obligate ACAA to grant any assistance or concessions expected or requested by the Responding Developer.
 - iii. A statement on whether the proposed development is contingent on any local, State or Federal government action (e.g., regulation changes, Site access issues, public funding such as grants, loans or special tax actions), as well as the justification for such government action and the methods to be implemented for successfully obtaining such government action.
- d) Additional Information. During subsequent steps of the selection process, Responding Developers may be required to additionally submit:
- i. A brief written description of the proposed development concept, including an explanation of the manner in which the development will meet the design objectives and requirements of the project. The description should include conceptual land use plans, elevation drawings from adjoining streets, and identification of exterior material and finishes.
 - ii. Letters of intent, if any, to lease from prospective tenants, letter(s) of intent from financial backers or lenders, and an evaluation of the market appeal of the proposed development concept.
 - iii. A description of the Responding Developer's marketing approach for the leasing and/or sale of the space in the development.
 - iv. Additional financial information pertaining to the Responding Developer and the development.

VII. POST SELECTION REQUIREMENTS

A. Written Agreement Required. Once approved by the Authority and its Board, the selected developer or developers (the "Selected Developer") must be willing to negotiate and enter into a formal, written ground lease (the "Ground Lease") with ACAA for the lease of the Site and a development agreement (the "Development Agreement") with ACAA relating to the design, construction, use, and timetable of the proposed development (the Ground Lease and Development Agreement may be collectively referred to as the "Agreements"). However, the selection of a Selected Developer in no way obligates ACAA to enter into any binding agreement or contract with the Selected Developer. Rather, the ACAA reserves the right to terminate all discussions and negotiations with the Selected Developer at any time prior to the execution of the Agreements. No

legal or contractual rights or obligations between the Authority and a Selected Developer will come into existence at any time; and no legal or contractual rights or obligations between the Authority and a Selected Developer will come into existence unless and until the Agreements have been fully executed by both parties. The legal rights and obligations which will come into existence at such time shall be limited to those expressly set forth or incorporated by reference in said Agreements.

B. Design Review Process. Approval by ACAA of a selected Developer for the Site shall not relieve the Selected Developer of its obligation and responsibility to design a project that meets the zoning regulations and building codes adopted by the Municipality and which otherwise complies with all laws, regulations and ordinances and the Authority's design guidelines.

C. Costs. All costs associated with the lease, including but not limited to 100% of the real estate transfer taxes, if any, shall be borne by the Selected Developer leasing the property.

D. Tax Increment Financing District. The Site is also in an approved Tax Increment Financing ("TIF") District. Compliance with the requirements of the TIF District will be required of the Developer.

Taxes, liability insurance, property maintenance, Site security, permits, approvals, and all aspects of leasing and developing the Site shall be the sole responsibility of the Selected Developer at the time of notice to proceed as specified in the Agreements.

VIII. GENERAL CONDITIONS

Developers are encouraged to confer with the Authority prior to submitting their proposals. All proposals, including attachments, supplementary materials, addenda and any other materials submitted therewith shall become the property of the Authority and will not be returned.

Each Responding Developer, by submitting a response to this RFDP, hereby waives, releases and disclaims any and all rights to protest and/or seek any legal remedies whatsoever against the Authority regarding any aspect of this RFDP, the negotiation process and/or the selection process, including, without limitation, the decisions to accept or reject any proposals, reject any Responding Developers and/or select the Selected Developer.

The Selected Developer and its employees, contractors and primary subcontractors shall not discriminate against or segregate any person or group of persons on any unlawful basis in connection with the construction, sale, transfer, use, occupancy, tenure or enjoyment of the Site or any improvements erected or to be erected thereon, or any part thereof.

A. NO REPRESENTATION OR WARRANTY

BY SUBMITTING INFORMATION OR A PROPOSAL IN RESPONSE TO THIS RFDP, RESPONDING DEVELOPERS ACKNOWLEDGE AND AGREE THAT THE INFORMATION CONTAINED HEREIN WAS OBTAINED FROM A VARIETY OF SOURCES, AND THAT ACAA HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. ADDITIONALLY,

RESPONDING DEVELOPERS ACKNOWLEDGE AND AGREE THAT THE INFORMATION PROVIDED IN THIS RFDP, AS WELL AS IN RELATED REPORTS, DRAWINGS AND ADDENDA FURNISHED BY ACAA AND/OR ITS CONSULTANTS, IS FOR INFORMATIONAL PURPOSES ONLY AND IS PROVIDED FOR CONVENIENCE ONLY. FURTHER, NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, IS MADE AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, AND THE SAME IS SUBMITTED SUBJECT TO ERRORS, OMISSIONS OR WITHDRAWAL WITHOUT NOTICE. RESPONDING DEVELOPERS SHOULD MAKE ALL APPROPRIATE INQUIRIES AND INVESTIGATIONS AND FORM THEIR OWN CONCLUSIONS REGARDING THE SITE AND ITS PHYSICAL, ENVIRONMENTAL AND/OR MARKET CONDITIONS. RESPONDING DEVELOPERS ARE RESPONSIBLE FOR VERIFYING ANY AND ALL INFORMATION REGARDING THE SITE TO THEIR OWN SATISFACTION, AND ARE ENCOURAGED TO CONSULT WITH THE APPROPRIATE AGENCIES WITHIN THE MUNICIPALITY TO OBTAIN CURRENT PLANNING AND ZONING INFORMATION, AS WELL AS ALL OTHER RELEVANT FEDERAL, STATE, AND LOCAL AGENCIES. ACAA, AND IT'S AGENTS, PARTNERS, CONSULTANTS, CONTRACTORS, EMPLOYEES AND OFFICERS, ARE NOT RESPONSIBLE FOR ANY INCOMPLETE OR INACCURATE INFORMATION THAT MAY BE OBTAINED FROM ANY SOURCE WHATSOEVER REGARDING THE SITE.

ACAA MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

B. ACAA Non-Liability and Related Matters

1. *Inspection of Property.* The Selected Developer shall be given an opportunity to conduct its due diligence of the Site thereto as more particularly mutually agreed to in the Development Agreement. **IF AN AGREEMENT IS REACHED, THE SELECTED DEVELOPER SHALL ACQUIRE AND TAKE POSSESSION OF THE SITE IN "AS IS" AND "WHERE IS" CONDITION, WITH ALL FAULTS. THE SELECTED DEVELOPER MUST RELY ON ITS OWN REVIEWS AND OTHER DUE DILIGENCE IN LEASING THE SITE, INCLUDING WITH REGARD TO ENVIRONMENTAL ISSUES AND/OR HAZARDOUS WASTES. UPON CONVEYANCE, THE SELECTED DEVELOPER SHALL ASSUME THE RISK OF ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, WHICH MAY NOT HAVE BEEN REVEALED BY ITS REVIEWS AND/OR DUE DILIGENCE.**

2. *Permits, Zoning Variances, and Financial Viability.* ACAA, by virtue of this RFDP, the selection process or the lease of the Site to a Selected Developer, in no way guarantees or warrants the issuance of demolition permits, building permits, zoning variances or any other type of permit, license, registration or approval which

may be required with respect to the Site or the project, and ACAA in no way warrants or guaranties the financial viability of the Site or the project. Environmental permitting has been completed.

3. *Right to Investigate.* The Authority, and its agents, partners, consultants, contractors, employees and officers, shall have the right to verify, through any means, the accuracy of all information submitted by a Responding Developer and shall have the right to make such inquiries and investigations as it deems necessary to determine the ability of a Responding Developer to perform the obligations set forth in its response to this RFDP. The Authority reserves the right to reject the response of any Responding Developer who refuses to cooperate with and assist the Authority in the making of such inquiries and investigations. Moreover, the Authority reserves the right to reject any response where the available evidence or information does not satisfy it, in its sole judgment and discretion, that the Responding Developer (a) is qualified to properly carry out the obligations set forth in the response, and/or (b) is a person or developer of good reputation and/or character with the ability to undertake strict, complete and faithful performance of its business obligations.

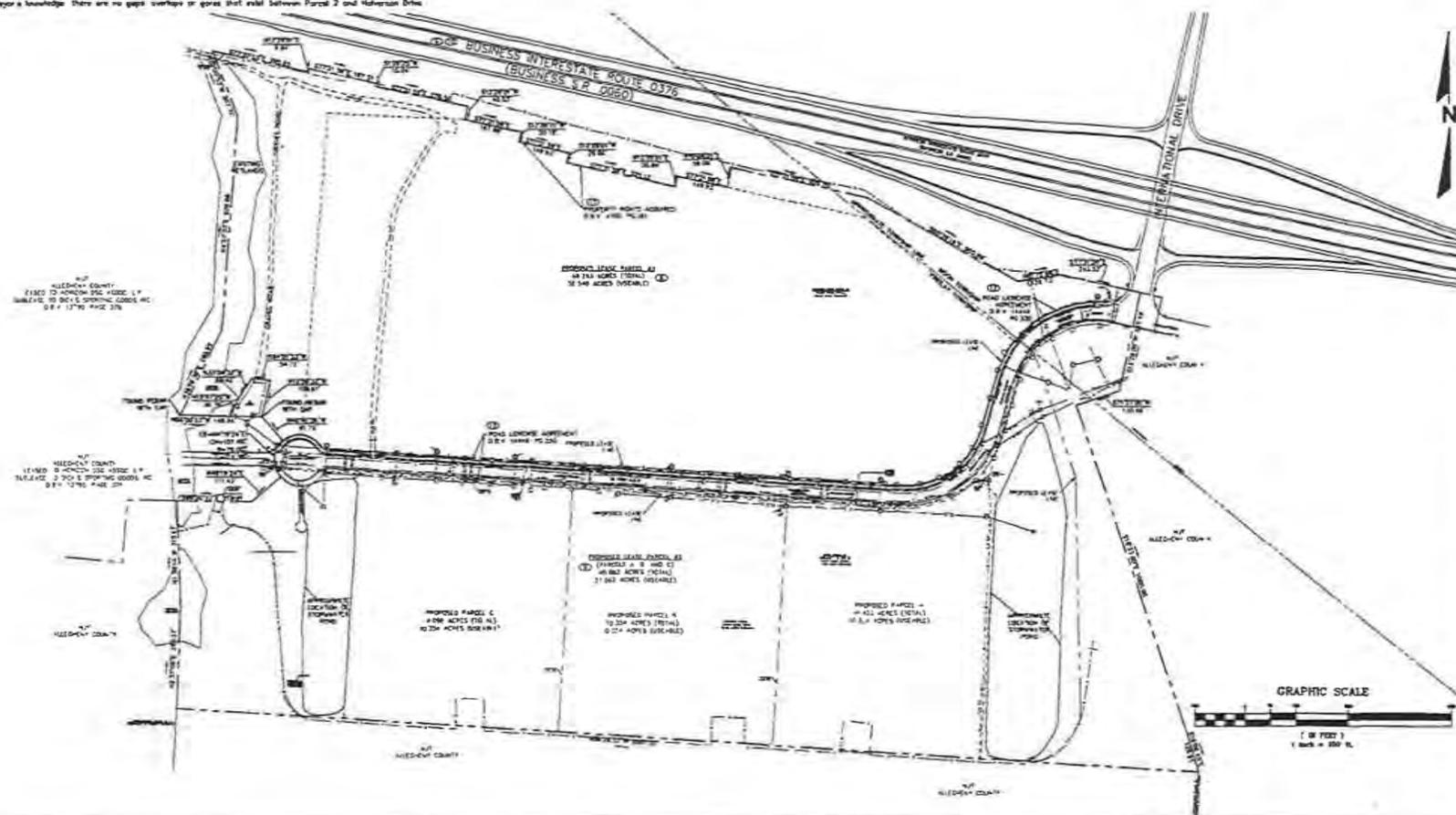
4. *ACAA Discretion, Non-Liability, Waivers and Hold Harmless.* **By submitting information and a proposal to the Authority in response to this RFDP, Responding Developers hereby acknowledge and agree that the Authority does not undertake and shall have no liability with respect to this RFDP and any matters related thereto, including, without limitation, the information provided in the RFDP, the negotiation process, the selection process and the verification of information submitted by Responding Developers (collectively, the “Released Matters”). By submitting information and a proposal in response to this RFDP, Responding Developers hereby knowingly and voluntarily waive, release and forever discharge the Authority from any and all liability with respect to the Released Matters, and agree to hold the Authority harmless from any and all claims, demands, damages, expenses, losses, fees, costs, obligations, penalties, liabilities, defenses, judgments, proceedings and/or suits or other actions, of any kind or nature whatsoever, which may arise with respect to any of the Released Matters or otherwise relating to the Authority and be claimed by the Responding Developer or anyone claiming by, through or under the Responding Developer.**

GENERAL NOTES

- 1) The plan does not equate to utilities shown. The utility locations are approximate as best established from field observations, and utility drawings provided by the facility owner through PA One Call (design 366) 870.333.2449 date July 2, 2013. RA Smith National Inc. accepts no responsibility for utilities shown or not shown herein.
- 2) The base of bearing is GNA North derived from post processing GPS methods using North American Datum of 1983 State Plane Coordinate PA South Zone 5702.
- 3) The error of closure for the surveyed stakes and bounds legal description is 0.011 feet or 1/895894.
- 4) At the time of the survey, no buildings exist on the commitment parcel.
- 5) No signs or staves were observed benchmarking or crossing the property during the field survey. No completed, grassed or build grounds were observed on the property during the field survey. There were 2 creek running through the commitment parcel as shown on the survey. There were 2 distribution ponds observed near the southwest and southeast corners of the commitment parcel as shown on the survey.
- 6) At the time of the survey, wetlands were observed on the commitment parcel. The locations were delineated by others and are shown on the survey.
- 7) The property is located in Flood Zone X, an area determined to be outside the 500 year floodplain based on FEMA Flood Community-Plan No. #20030045C with an effective date of October 4, 1990.
- 8) There was no evidence of current earth moving, building demolition and / or building construction being performed on the property at the time of the field survey.
- 9) At the time of the field survey, there was no observable evidence of the property being used as a solid waste dump, seep or sanitary landfill.
- 10) To the surveyor's knowledge, there are no gaps, overlaps or gaps that exist along the western boundary of the commitment parcel.
- 11) To the surveyor's knowledge, there are no gaps, overlaps or gaps that exist between Parcel 1 and Halverson Drive.
- 12) To the surveyor's knowledge, there are no gaps, overlaps or gaps that exist between Parcel 2 and Halverson Drive.

LEGEND

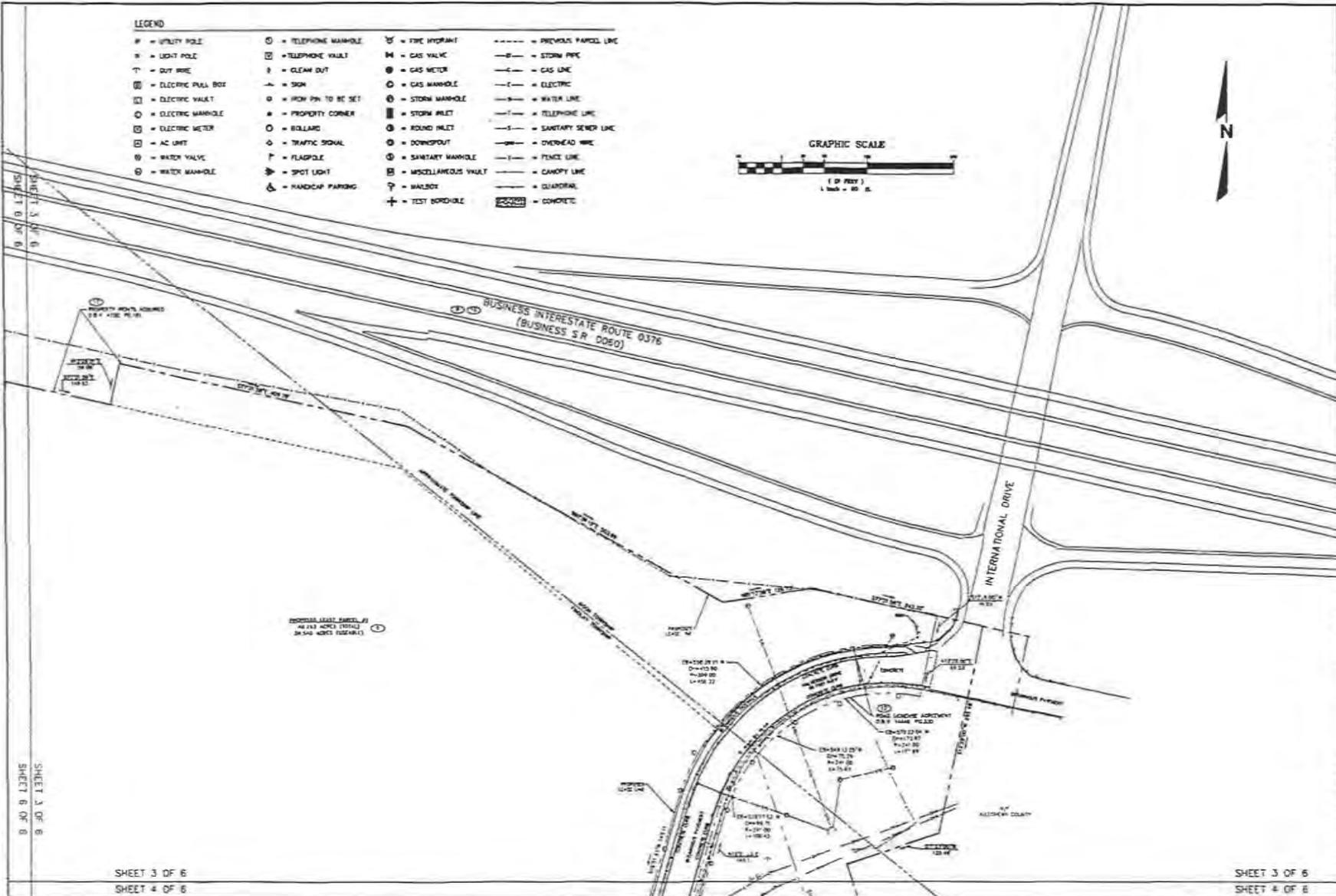
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| ⊕ = UTILITY POLE | ⊙ = TELEPHONE WAREHOUSE | ⊕ = FIRE HYDRANT | --- = PREVIOUS PARCEL LINE |
| ⊕ = LIGHT POLE | ⊙ = TELEPHONE VAULT | ⊕ = GAS VALVE | --- = STORM PIPE |
| ⊕ = GUY WIRE | ⊙ = CLEAR OUT | ⊕ = GAS METER | --- = GAS LINE |
| ⊕ = ELECTRIC PULL BOX | ⊙ = SIGN | ⊕ = GAS MANHOLE | --- = ELECTRIC |
| ⊕ = ELECTRIC VAULT | ⊙ = IRON PIN TO BE SET | ⊕ = STORM MANHOLE | --- = WATER LINE |
| ⊕ = ELECTRIC MANHOLE | ⊙ = PROPERTY CORNER | ⊕ = STORM BUILT | --- = TELEPHONE LINE |
| ⊕ = ELECTRIC METER | ⊙ = BOLLARD | ⊕ = ROAD BUILT | --- = SANITARY SEWER LINE |
| ⊕ = AC UNIT | ⊙ = TRAFFIC SIGNAL | ⊕ = DOWNGROUT | --- = OVERHEAD WIRE |
| ⊕ = WATER VALVE | ⊕ = FLADPOLE | ⊕ = SANITARY MANHOLE | --- = FENCE LINE |
| ⊕ = WATER MANHOLE | ⊕ = SPOT LIGHT | ⊕ = MISCELLANEOUS VAULT | --- = CANOPY LINE |
| | ⊕ = HANDICAP PARKING | ⊕ = MAILBOX | --- = CONFORMAL |
| | | ⊕ = TEST BIRTHOLE | --- = CONCRETE |



<p>DATE: 09/27/13</p> <p>REVISIONS:</p>	<p>R.A. Smith National Beyond Surveying and Engineering</p> <p>400 COUNTY STREET SUITE 300 LAMARCA PA 19086 PH: 610-391-1000 FAX: 610-391-1001</p>	<p>ALTA / ACSM LAND TITLE SURVEY</p> <p>NORTH FIELD DEVELOPMENT SITE PITTSBURGH INTERNATIONAL AIRPORT STATE OF PENNSYLVANIA ALLEGANY COUNTY COMMUNALITY OF TOWNSHIPS DICK'S SPORTING GOODS LINDSBURG, PA 15110</p>
<p>© COPYRIGHT 2013 R.A. Smith National, Inc. DATE: SEPTEMBER 27, 2013 JOB NO: 20130217 PROJECT MANAGER: PETE E. BROTHERS DRAWN BY: JWH CHECKED BY: PEB SCALE: 1" = 200' SHEET NUMBER: 2 of 6</p>		

LEGEND

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| ⊕ = UTILITY POLE | ⊙ = TELEPHONE MANHOLE | ⊕ = FIRE HYDRANT | ----- = PREVIOUS PARCEL LINE |
| ⊕ = LIGHT POLE | ⊙ = TELEPHONE VAULT | ⊕ = GAS VALVE | --- = STORM PIPE |
| ⊕ = OUT WIRE | ⊕ = CLEAN OUT | ⊕ = GAS METER | --- = GAS LINE |
| ⊕ = ELECTRIC PULL BOX | ⊕ = SIGN | ⊕ = GAS MANHOLE | --- = ELECTRIC |
| ⊕ = ELECTRIC VAULT | ⊕ = IRON PIN TO BE SET | ⊕ = STORM MANHOLE | --- = WATER LINE |
| ⊕ = ELECTRIC MANHOLE | ⊕ = PROPERTY CORNER | ⊕ = STORM INLET | --- = TELEPHONE LINE |
| ⊕ = ELECTRIC METER | ⊕ = BILLIARD | ⊕ = ROUND INLET | --- = SANITARY SEWER LINE |
| ⊕ = AC UNIT | ⊕ = TRAFFIC SIGNAL | ⊕ = DOWNSPOUT | --- = OVERHEAD WIRE |
| ⊕ = WATER VALVE | ⊕ = FLAGPOLE | ⊕ = SANITARY MANHOLE | --- = FENCE LINE |
| ⊕ = WATER MANHOLE | ⊕ = SPOT LIGHT | ⊕ = MISCELLANEOUS VAULT | --- = CANOPY LINE |
| | ⊕ = HANDICAP PARKING | ⊕ = MAILBOX | --- = CLANDRINE |
| | | ⊕ = TEST BORDOUBLE | ▨ = CONCRETE |



DATE	DESCRIPTION
07/07	PERMITS LEGAL REQUIREMENTS
R.A. Smith National Beyond Surveying and Engineering <small>100 COURT STREET, SUITE 2000, HARRISBURG, PA 17104 717-233-3399 Fax 717-233-2268 www.ra-smith.com</small>	
ALTA / ACSM LAND TITLE SURVEY NORTH FIELD DEVELOPMENT SITE PITTSBURGH INTERNATIONAL AIRPORT STRALEE W PENNSYLVANIA DEPARTMENT OF REVENUE TAXA ALLEGANY COUNTY DICK'S SPORTING GOODS CONROBERT, PA 15106	
© COPYRIGHT 2013 R.A. Smith National, Inc. DATE: SEPTEMBER 27, 2013 JOB NO: 210002 PROJECT MANAGER: PETE E. BROTHROCK DRAWN BY: JIM CHECKED BY: PEB SCALE: 1" = 60' SHEET NUMBER: 3 of 6	

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