

## APPENDIX A

## BID SHEET AND STATEMENT OF MINIMUM BUSINESS TERM

<b>Lessor/Seller</b>	Prince George's County, acting by and through the Office of Central Services (the "County")
<b>Respondent</b>	Entity Name: _____
<b>Bid Term</b>	Respondent hereby submit a bid of _____ for the purchase of county property identified as:  _____, and has a fair market value of \$ _____. <i>(Resolution Number CR-17-2019, Map _____).</i>  Respondent shall deliver to the County either a Certified, Cashier or Letter of Credit in a form acceptable to the County in the amount of \$ _____, which is equal to ten percent (10%) of the Purchase Price (if acquiring fee title) or ten percent (10%) of the appraised land value (if entering into a ground lease) is enclosed.
<b>Description of Real Property</b>	The parcel of land known for tax and assessment purposes as _____  <i>(the "Surplus Development Parcel").</i>
<b>Disposition Structure</b>	The Surplus Development Parcel may be conveyed by the County to the selected Respondent <b>via a ground lease term</b> or <b>The Surplus Development Parcel may be conveyed by the County to the Respondent in fee (via Quitclaim Deed).</b>  Respondent proposes the following Conveyance Structure:  _____
<b>Disposition Timeline</b>	The disposition timeline must occur within two years of County Council authorization of the Surplus.
<b>Purchase Price</b> <i>(If fee simple acquisition)</i>	Respondent shall pay to County \$ _____ for fee simple conveyance of the Development Parcel at closing.
<b>Annual Base Rent</b> <i>(If ground lease)</i>	Respondent shall pay to County \$ _____ in annual base rent.
<b>Annual Base Rent Escalation</b>	Annual base rent shall increase by % on (i) the anniversary of the Closing date and (ii) shall increase % every subsequent anniversary of the initial rent escalation date during the term of the ground lease.

<b>Rent Payment Terms</b>	Rent payments shall commence at Closing.
<b>Fair Market Value (FMV) Annual Ground Rent Recalculations</b>	Annual base rent shall be recalculated on every 10th anniversary of the commencement date of the ground lease during the term of the ground lease. Each recalculation shall be based on the then-current fair market value of the Development Parcel, determined by appraisal, which shall be equal to the product of (x) 100% of the appraised value, determined as if the Development Parcel were (1) encumbered by the ground lease, (2) unimproved by any improvements, and (3) to be used for the actual uses in place, multiplied by (y) [enter a market rent factor]; provided that the annual base rent resulting from each recalculation shall not be greater than 120% or less than 100% of the preceding year's annual base rent.
<b>Indemnification</b>	Except as provided as below, the Respondent is required to defend and hold harmless the County, its officers, agents and employees against all claims, demands, payments, suits, actions, and judgments of every kind and description arising out of the performance of this Project, for personal injury or property damage brought or recovered against it by reason of any negligent action or omission of the Respondent, its agents, or employees and with respect to the degree to which the County is free from negligence on the part of the Respondent, its employees and agents.
<b>Development and Operational Costs</b>	The Respondent shall be solely responsible for the costs of development and future operation of the Development Parcel. The Respondent shall be solely responsible for the payment of all utilities, permit fees, assessments and taxes relating to the Development Parcel.
<b>Conditions of Closing</b>	In addition to the other County standard conditions of Closing, the County's obligation to convey the Property is conditioned upon: <ul style="list-style-type: none"> <li>• The County's review of the Respondent's design, budget, and project financing plan.</li> <li>• Respondent's obtaining financing and equity to fund 100% of the development.</li> <li>• Respondent's providing the County development and completion guaranties to the County's satisfaction.</li> <li>• Respondent having received all necessary zoning approvals or any zoning relief deemed necessary to accomplish the project.</li> <li>• Respondent having received all necessary permits and other approvals required for commencing construction of the project.</li> </ul>
<b>Respondent Financing</b>	Respondent shall be responsible for obtaining financing and equity to fund 100% of the project. The County agrees to cooperate with Respondent in connection with Respondent's proposed financing of the Development Program pursuant to a project funding plan (approved by the County). The County shall not be obligated to extend any loan to Respondent or grant any funds to Respondent in connection with the financing of the Development Program by Respondent, and the County shall incur no liability whatsoever should Respondent fail to obtain or close on financing for the Project.
<b>Design Review</b>	County shall have the right to review project plans and drawings related to the design, development, and construction of the improvements on the Development Parcel to ensure the quality and compatibility of the proposed improvements.
<b>Post-Closing Requirements</b>	Respondent may be bound by the requirements of a Construction & Use Covenant and, if applicable, an Affordable Housing Covenant, if applicable, to be attached to the Disposition Agreement, which may be amended with the approval of the County.

The Respondent hereby acknowledges its agreement to be bound to the provisions of this Bid Sheet and Statement of Minimum Business Terms in the event the Respondent is selected to negotiate for the development and disposition of the Property. The terms of the disposition shall be consistent with the terms of this Statement unless the County otherwise agrees in writing, in its sole and absolute discretion.

RESPONDENT:

BY: \_\_\_\_\_

Name:

Title: