

Atlanta Arts & Entertainment District Sign Permit Application Process

Originally issued October 16, 2017. Updated November 26, 2018

Proposals for new or conversion signage within the Atlanta Arts & Entertainment District (“AAED” or “District”) from media companies or property owners (the Applicant) will be accepted by the Atlanta Downtown Improvement District, Inc. (ADID) at any time and such proposals will be date-stamped to set the order of review.

The Sign Proposal Application process and subsequent steps in the Proposal review process will follow the steps and procedure outlined in this document. There shall be no specific prescribed timeline for each step in the process. Any future changes or updates to this document will be shared with interested parties and shared on-line at www.AEAtlanta.com

All AAED applicants are reminded that the District was created to promote economic development by enlivening the Downtown streetscape through public art investment and promotions within the District; increasing visual interest in the District; programming and coordinating public events in the District, so as to encourage large national and international events to locate in Downtown; to increase visitor traffic to Downtown; increase tax revenues; and create a more vibrant and attractive city. ADID will conduct the sign proposal application in accordance with these goals in order to ensure the long-term success of the District.

All submissions referenced in this document shall be made electronically to
Jennifer Ball
Atlanta Downtown Improvement District
84 Walton Street NW, Suite 500, Atlanta, GA 30303
jball@atlantadowntown.com

STEP ONE: Submit a Sign Proposal Application

Requirements for a complete Sign Proposal Application are detailed in Attachment A.

Review of each Sign Proposal Application will be conducted by ADID staff and the ADID District Advisory Council (the “Council”). The Council shall provide comments and make their recommendation for edits, revisions, approval or rejection of each Sign Proposal Application to the ADID Board of Directors. However, ultimate approval of each Sign Proposal Application shall be made by the ADID Board of Directors. The composition of the Council is attached (Attachment ‘B’) for reference.

STEP TWO: Approved Sign Proposals – Sign Concept Agreement

Applicants will have the opportunity to revise and update Sign Proposals in response to ADID comments. Following the written communication of comments by ADID to an Applicant regarding a Sign Proposal Application, ADID and the applicant will take the time necessary to come to an agreement

on the components of the Sign Proposal. Upon agreement, Applicant will receive written notification from ADID that they have an 'approved' Sign Proposal. If ADID and Applicant are unable to agree on a Sign Proposal, the Applicant will receive written notification from ADID that the proposal has been rejected by ADID.

Following approval of their Sign Proposal, Applicants will be required to execute a "Sign Concept Agreement" (Attachment 'C').

At that time, Notice of the Applicant's execution of the Sign Concept Agreement will be posted on the District's web site and will be posted physically on-site at the Sign Location.

Once an Applicant has met all of the requirements of a Sign Concept Agreement and has entered into a mutually executed Sign Concept Agreement with ADID, ADID will reserve a location for the proposed sign for a period of sixty days, during which the Applicant will produce engineered drawings and other documents sufficient for the submission of the permit application to the City by ADID and the Applicant (the Permit Documents.)

If the Applicant fails to produce the Permit Documents within that time period, ADID shall have the right to consider the Sign Concept Agreement abandoned and that the Location allocated under the Sign Concept Agreement is no longer reserved and proceed to a review of other submissions, which may be allocated a Location. ADID may in its sole discretion agree to extend the deadline for submission of the Permit Documents and Applicant may request an extension of the deadline for submission of the Permit Documents, which request ADID shall not unreasonably deny.

STEP THREE: Permitting

The Applicant and ADID will consult on the form of the Permit Application to be made to the City in accord with any applicable ordinances and policies. If the Permit Application is approved by the City and the Permit is issued, ADID will hold the Permit in its name, pursuant to those rights granted by the City of Atlanta as a part of an economic development program for the District.

Applicant will have the responsibility to seek such other permits and approvals from any other government agency, specifically including, without limitation, the Georgia Department of Transportation and the Atlanta Urban Design Commission, in the name of ADID, as may be required by applicable law, but ADID reserves the right in its sole discretion to give final approval as to whether ADID will become the holder of such other permits. Upon request, which will or will not be granted based on ADID's reasonable discretion, ADID will supply Applicant with a letter of support to the applicable agency from which Applicant is seeking such permit or approval.

The pendency of an application before the Atlanta Urban Design Commission, or another agency, committee, or regulatory body, due to applicable law shall cause a tolling of the thirty day period during which an Applicant's priority is preserved by ADID. Nonetheless, ADID reserves the right to subordinate, or extinguish, an applicant's priority with respect to sign permits if the applicant fails to diligently pursue approval.

ADID shall not transfer any Permit it holds for any new sign governed by a Services Agreement to any party other than the party that owns the New Sign and the New Sign Structure, but in enforcement of the Services Agreement may surrender the Permit to the City.

The Applicant may transfer any of Applicant's ownership rights in the new sign and structure to others provided that any documents making such transfers shall specify that any and all transferees, successors and assigns shall be bound by the terms of Applicant's Services Agreement.

ATTACHMENT 'A'
ATLANTA ARTS & ENTERTAINMENT DISTRICT
SIGN PROPOSAL APPLICATION

THIS SIGN PROPOSAL APPLICATION ("**Proposal**") is made on this day of _____, _____ (the "**Proposal Date**"), by _____ (the "**Applicant**"), to the Atlanta Downtown Improvement District, Inc. ("**ADID**"), a non-profit corporation organized under the laws of the State of Georgia.

This Proposal was created for the convenience of ADID and those persons or entities that have executed a Services Agreement with ADID. The purpose of this Proposal is to be an initial step in the process under which the Applicant's Proposal may be selected as one that is believed to meet the purposes for which ADID is allowed to receive permits to erect supplemental signage in an area designated as the Atlanta Arts and Entertainment District (the "District") pursuant to the City of Atlanta Code of Ordinances and certain related documents. The purpose of the Proposal is to allow a preliminary review of an Applicant's plans for a Sign which the Applicant seeks to erect in the District without the expense that would be necessary for a complete determination by ADID and the creation of a full set of construction drawings required by the City of Atlanta's applicable zoning and building codes that would otherwise be necessary to obtain a sign permit from the City. The Proposal process was created to allow the Applicant to receive comments from ADID concerning its opinion on compliance with the Sign Plan and whether the Sign furthers the economic development purposes for which the District was created.

Name of Person or Entity holding Services Agreement: _____

(No Proposal will be accepted unless made by an entity or person which has an executed Services Agreement on file with ADID or the authorized agent of such entity or person. If a Proposal is accepted in error, no obligation of any type accrues to ADID and no rights of any type are created in the entity or person submitting the Proposal)

Contact Person for Proposal:

Name _____

Phone _____

Email Address _____

Location of Sign

Address _____

Building Owner _____

(No Proposal will be considered complete without an executed Authorization of Property Owner. Authorization form is attached.)

Checklist of Proposal Documents:

1. Authorization of Property Owner (form attached). The Owner of the building where the sign is proposed shall execute a notarized statement attesting that the Applicant and the Owner have a legally binding agreement or are in negotiation for the Sign to be erected as set forth in the Proposal; and
2. If Applicant is an Agent, Completed and Notarized Statement of Applicant Acting As Agent for Property Owner (form attached). An agent must not only affirm that they are acting for the Person or Entity holding the Services Agreement who is their principal, but that notwithstanding any agreement between agent and principal, will also affirm their acknowledgement that no actions of an agent shall modify the Services Agreement which sets forth the contractual rights and obligations between ADID and the principal or cause any rights to be created in the agent regardless of any action or representation of ADID; and
3. Concept Location Map that identifies the Concept Location, building and site, within the District; and
4. Concept Components graphically and narratively described to demonstrate to ADID that at a minimum the Sign(s) presented in the proposal meet the criteria of the District Sign Plan including one or more key maps, diagrams and/or elevation drawings of the entire concept design and its components, that clearly labels each component (whether commercial signs or non-commercial artwork) and provides information on each component. Elevation Drawings or Renderings should include the building façade (and adjacent building facades as appropriate) where the signs and other components are to be located, showing the exact placement of the components as proposed to be constructed or applied, and all other signs and architectural features on that façade of the building as they will appear when operational (for the purpose of this subsection, the building façade shall be shown from sidewalks and street level to the tallest feature of said façade). In the case of commercial signs the information provided should include the manner in which each sign will operate, specifically noting whether the sign is intended to be a "Changing Sign," as defined in Chapter 28A of the City of Atlanta Code of Ordinances; and
5. Concept Details of the entire concept design (both commercial and non-commercial platforms) showing all concept components and their relationship to each other, with accompanying narrative that provides specific reference to compliance with the District Sign Plan including:
 - (i) Photographs of all elevations of the building where each sign is proposed showing enough of the building façade so that the context for the sign can be ascertained, with one photograph of the condition as it currently exists and a similar photograph with the sign superimposed thereon, and
 - (ii) Renderings of each individual component, drawn to scale and/or dimensioned, that show the exact positioning of said component to key building features or architectural elements. The renderings must provide enough context for ADID to

understand the place of each component in the overall sign concept design, and the extent of each component on the building exterior surface; and

- (iii) Representative images and text that convey architectural considerations including signage integration into the building and immediate context; and
 - (iv) Representative images and/or diagrams and text conveying signage structural general specifications and design; and
 - (v) A preliminary analysis of the proposed luminance of the sign during both the daytime and nighttime including, but not limited to a photometric analysis (light study) employing light modeling software that evaluates the sign's impact on the surrounding area, with an aerial map depicting illumination expressed as foot candles (fc) and demonstrating that signage shall not exceed 0.3 fc (foot candle) above ambient light conditions as measured at 250 feet from the signage.
6. Freestanding Signs - In the event that the Applicant proposes a freestanding sign, the Applicant shall provide a Site Plan (drawn to scale, released and sealed for construction and meeting the requirements for a City of Atlanta Special Administrative Permit) showing its location and a property survey showing the existing footprints of all principal buildings on the Premises, including parking structures on adjoining lots fronting the same street; and
7. Conversion Signs - If the Sign Proposal includes the upgrade of certain existing signs in the District defined as Billboard Signs in Chapter 28 of the City Code, details are required documenting the exact signs to be removed including their location, size and type of operation.

Applicant's Acknowledgements and Agreements.

The Applicant's Acknowledgements and Agreements are a part of the Application and by the Applicant's signature; all of the Acknowledgments and Agreements are accepted and agreed to in full. If the Applicant is an agent of the person or entity:

(a) Applicant agrees that the City of Atlanta (the "City") designated an area as the Atlanta Arts and Entertainment District (the "District"), to encourage economic growth, build on the existing assets of Downtown Atlanta and facilitate the creation and recognition of a unique Downtown arts and entertainment district and further agrees that ADID has been granted certain supplemental signage rights by the City of Atlanta in connection with the creation of the District that are governed by the City of Atlanta Code of Ordinances and certain other documents, which Applicant has had the opportunity to review prior to submitting this Proposal.

(b) Applicant acknowledges it has voluntarily entered into a Services Agreement for the purpose of seeking participation in the economic development program associated with the District and that no part of this Proposal will modify any of the agreements and understandings between the Parties created in such Services Agreement.

(c) Applicant agrees that ADID makes no representation by accepting this Proposal that even if such Proposal is deemed by ADID to be in compliance with the Sign Plan and furthers the economic development purposes for which the District was created and the Applicant enters into a Sign Concept Agreement with ADID that the City will agree to accept and process the application and issue a permit or take any of those steps within any particular time period, although if a permit application in the name of ADID is submitted to the City, ADID will use reasonable efforts to request that the City will review the application within the time provided by the Sign Ordinance.

(d) Applicant agrees that ADID makes no representation by accepting this Proposal that the subsequent operation of the Signage in each and every mode or type of operation of the Signage will be allowed by the City even if ADID is granted a permit that would allow the erection of the sign and the operation of some of its features.

(e) Applicant agrees that ADID makes no representation by accepting this Proposal that it has reviewed any agreement between Applicant and the owner of the property where the Signage will be located, nor has ADID determined Applicant's rights under such agreement;

(f) Applicant agrees that ADID makes no representation by accepting this Proposal that it has any obligation to defend Applicant's right to erect or maintain the Signage against any claim by a property owner or a successor that Applicant is required to alter, modify or remove the Sign;

(g) Applicant agrees that ADID makes no representation by accepting this Proposal that it has any obligation has to defend Applicant or property owner from any claim brought by third parties, however denominated, and including without limitation, all claims related to injuries to persons or property.

(h) Applicant agrees that if this Proposal is found in compliance with the Sign Plan and that in addition, the sign furthers the economic development purposes for which the District was created, that Applicant will be responsible for preparation and submission of all documents required by a Sign Concept Agreement and if final sign-off on the Sign Concept Agreement is provided by ADID, Applicant shall prepare all documents to be submitted to the City as a permit application in the name of ADID and will be responsible for the payment of all permit fees to the City of Atlanta.

Applicant

Signature

Printed Name

Notary Public

My Commission Expires

**ATLANTA ARTS & ENTERTAINMENT DISTRICT
SIGN PROPOSAL APPLICATION
AUTHORIZATION OF PROPERTY OWNER**

The undersigned attests that they are the Owner or are vested with authority to act for the Owner of the Premises and/or the Structure with an address of _____ in the City of Atlanta, Fulton County Georgia being more specifically identified by Parcel Identification Number _____ (If more than one building is located on this parcel, please specify the building _____).

The undersigned further attests that they have reviewed the Sign Proposal Application ("Proposal") being made by the Applicant _____ and have consented to the Proposal being submitted and have reviewed all related documents which they deemed necessary to grant this permission and have authorized the submission of the Proposal according to those terms.

Name and address of Property Owner

Owner or Person Authorized to Sign for Owner

Signature

Name Printed

Notary Public

My Commission Expires

**ATLANTA ARTS & ENTERTAINMENT DISTRICT
STATEMENT OF APPLICANT ACTING AS AGENT FOR PROPERTY OWNER**

The undersigned attests that they are acting as an agent for the Owner or the individual vested with authority to act for the Owner of the Premises and/or the Structure with an address of _____ in the City of Atlanta, Fulton County, Georgia being more specifically identified by Parcel Identification Number _____ (If more than one building is located on this parcel, please specify the building _____)(the "Premises").

With respect to that Sign Proposal Application ("Proposal") made by _____ as the "Applicant" and as an agent for the Owner, the Applicant attests to the following with respect to the sign or signs which is the subject of that Proposal (the "Sign"):

1. The Owner consented to the above referenced Proposal being submitted and was given opportunity to review all related documents which were necessary under any agreement between the Owner and the Applicant to grant permission for the erection of the Sign, specifically including without limitation, the Sign Concept Agreement.
2. No action or representation by ADID shall cause the Applicant to have any rights separate and apart from the rights which the Owner or any party, which has any right to erect the Sign, may have had as the result of any agreement with ADID.
3. The Applicant attests to its agreement and understanding that ADID has no obligation to, and did not, review or approve any plans, specifications or other documents which the Owner, the Applicant or any third party would use directly or indirectly in connection with the erection of the Sign, including without limitation, the manner in which the Sign or any of its components will be transported to the Premises, constructed, built or attached to any structure on the Premises, operated, maintained or inspected and that ADID has no liability of any type for any damages to persons or property which may result therefrom.
4. The Applicant attests to its agreement and understanding that ADID has no obligation to, and did not, review any lease, memorandum of understanding, license or any other type of contract or agreement between the Owner, the Applicant or any third party or any combination and that any ADID has no liability to the Owner, the Applicant or any third party with respect to any breach of such contracts or agreements.
5. The Applicant attests to its agreement and understanding that ADID has no obligation to, and did not, review any lease, memorandum of understanding, license or any other type of contract or agreement between the Owner, the Applicant or any third party as to the allocation of revenues between them that are payable in connection to the Sign and that no dispute between the Owner, the Applicant or any third party shall relieve any party from the payment of revenues due to ADID under the Services Agreement.

Name and address of Property Owner

Applicant as Agent for Property Owner

Signature

Name Printed

Notary Public

My Commission Expires

ATTACHMENT 'B'
Atlanta Downtown Improvement District, Inc.
Atlanta Arts & Entertainment District Council
Current Appointments

1. **District Resident (appointed by Atlanta Downtown Neighborhood Association)**
Name: Zelda Jackson
Email: zelda.jackson@yahoo.com
2. **District Resident – Downtown North (appointed among homeowner’s associations from buildings in the north half of the District)**
Name: Jennifer Brooks
Email: jefbrooks@gmail.com
3. **District Resident – Downtown South (appointed among homeowner’s associations from buildings in the south half of the District)**
Name: Tom Caggiano
Email: caggiano.thomas@gmail.com
4. **District Resident (appointed by Vine City Civic Association)**
Name: Reverend John Lewis
Email: eavccunited@gmail.com
5. **District Resident (appointed by Castleberry Hill Neighborhood Association)**
Name: Horacio Romero
Email: jhoraciromero@gmail.com
6. **District arts or entertainment professional (individual, representative of organization or venue) (appointed by Central Atlanta Progress)**
Name: Leslie Gordon
Email: lgordon@gsu.edu
7. **District arts or entertainment professional (individual, representative of organization or venue) (appointed by Central Atlanta Progress)**
Name:
Email:
8. **Architect or urban design professional (appointed by Central Atlanta Progress)**
Name: David Hamilton
Email: dhamilton@praxis3.com
9. **Media Company – – Smaller/Local (appointed by the industry)**
Name: Sandy Jones/Mahalo Marketing
Email: sjones@mahalomarketinginc.com
10. **Media Company – Smaller/Local (appointed by industry)**
Name: Patti Reeves/Reeves Media
Email: patti@reevesmedia.com
11. **Media Company – Larger/Non-Local (appointed by industry)**
Name: Susan Fromm/Outfront Media
Email: susan.fromm@outfrontmedia.com
12. **Media Company – Larger/Non-Local (appointed by industry)**
Name: Brian Cohen/Pearl Media
Email: brian@pearlmedia.com
13. **Advertising Industry Representative (appointed by industry)**
Name: Kent Matlock/Matlock
Email: kent@matlockadvertising.com
14. **Atlanta Convention and Visitors Bureau Representative (appointed by ACVB)**
Name: Kristin Delahunt
Email: KDelahunt@atlanta.net
15. **Atlanta Audubon Society Representative (appointed by the Society)**
Name: Nikki Belmonte
Email: nikki@atlantaaudubon.org

ATTACHMENT 'C'

ATLANTA ARTS & ENTERTAINMENT DISTRICT **SIGN CONCEPT AGREEMENT**

THIS SIGN CONCEPT AGREEMENT ("Agreement") is made on _____, 2018 (the "Agreement Date"), by _____ (the "Applicant"), and the Atlanta Downtown Improvement District, Inc. ("ADID"), a non-profit corporation organized under the laws of the State of Georgia.

RECITALS

WHEREAS, ADID is allowed to apply for permits to erect Supplemental Signage in the District pursuant to the City of Atlanta Code of Ordinances and certain related documents; and

WHEREAS, the Applicant has submitted a Sign Proposal to ADID that the Applicant believes is consistent with the District Sign Plan adopted by the City of Atlanta as a part of the District regulations; and

WHEREAS, ADID has reviewed the Applicant's Sign Proposal and believes that the City of Atlanta (the "City") may issue a permit to erect Supplemental Signage in the District provided that the Sign Proposal is made in the name of ADID in the manner provided in the City Code; and

WHEREAS, ADID and the Applicant (the "Parties") have executed a Services Agreement which details more specifically the rights and obligations between them and which is incorporated by reference; and

WHEREAS, the Parties agree that the Services Agreement has a reasonably clear and ascertainable meaning and can be interpreted in concert with this Agreement in order to accomplish the intended purpose of each such agreement; and

WHEREAS, this Agreement is for the convenience of the Parties in reference to the possible submission of a sign permit application to the City for Supplemental Signage and does not alter any rights and obligations of the Parties as set forth in the Services Agreement; and

WHEREAS, this Agreement will operate to reserve a Location in the District for the Sign which is the subject of the Agreement, allow the Sign to be placed at an existing Location, or cause the Sign to be placed on the waiting list for the next available Location;

NOW THEREFORE, THE PARTIES AGREE:

I. DEFINITIONS

For the purposes of this Agreement:

(1) a "New Sign" shall be defined as a sign as set forth in the City of Atlanta Code or Ordinances, Chapter 28A Sign Ordinance but which has not been erected in the District;

(2) "City Permit Documents" shall be defined as those documents required by the City of Atlanta to issue a permit for Supplemental Signage to ADID for the sign which is subject of this Agreement; such documents may be different from the documents provided to ADID in connection with this Agreement and may include detailed building plans and specifications;

(3) "Approval" shall be defined as the opinion of ADID that the Proposal complies with the Sign Plan and that the Sign furthers the economic development purposes for which the District was created;

(4) "Location" shall be defined as one of the 25 "sign locations" set forth by the City in Sec. 16-28A.010 (55)(n) as the maximum number of new sign locations to be allowed in the District;

(5) "Supplemental Signage" shall be defined as those New Signs in the District that are not available as of right and for which only ADID may be issued a permit;

(6) "City Applicant" shall mean ADID signing as the applicant on a permit application being issued by the City of Atlanta for permission to erect "Supplemental Signage";

(7) "Conversion Sign" shall refer to the upgrade of certain existing signs in the District defined as "Billboard Signs" in Chapter 28A of the City Code;

(8) "Concept Approval" shall mean ADID's determination that the additional information provided under the Agreement as to the final appearance of the Sign, its manner of operation, its effect on surrounding properties and its manner of construction as set forth in the Proposal, was in compliance with the Sign Plan and that the Sign furthers the economic development purposes for which the District was created;

(9) "Complete Concept Information Package" means each of the documents required by Section II A (1) through (6);

(10) "Existing Sign" means any sign already legally erected in the District, including without limitation, a New Sign;

II. AGREEMENTS AS TO A "NEW SIGN"

A. The Parties agree that the Sign Concept Agreement shall apply only to the Complete Concept Information Package attached hereto, also known as the final version of the Sign Proposal Application, given Approval by ADID as of the date of this Agreement and including the following:

- I. Exhibit I - Authorization of Property Owner for Erection of Sign – A completed and notarized Authorization from the owner of the premises where the New Sign is to be erected that the Applicant has a legally binding agreement allowing the New Sign to be erected and a copy of such agreement; and

2. Exhibit 2 - if Applicant is an Agent, Completed and Notarized Statement of Applicant Acting As Agent for Property Owner. An agent must not only affirm that they are acting for the Person or Entity holding the Services Agreement who is their principal, but that notwithstanding any agreement between agent and principal, will also affirm their acknowledgement that no actions of an agent shall modify the Services Agreement which sets forth the contractual rights and obligations between ADID and the principal or cause any rights to be created in the agent regardless of any action or representation of ADID; and
3. Exhibit 3 – Concept Location Map that identifies the Concept Location, building and site, within the District; and
4. Exhibit 4 – Concept Components graphically and narratively described to demonstrate to ADID that at a minimum the Signs presented in the proposal meet the criteria of the District Sign Plan including one or more key maps, diagrams and/or elevation drawings of the entire concept design and its components, that clearly labels each component (whether commercial signs or non-commercial artwork) and provides information on each component. Elevation Drawings or Renderings should include the building façade (and adjacent building facades as appropriate) where the signs and other components are to be located, showing the exact placement of the components as proposed to be constructed or applied, and all other signs and architectural features on that façade of the building as they will appear when operational (for the purpose of this subsection, the building façade shall be shown from sidewalks and street level to the tallest feature of said façade). In the case of commercial signs the information provided should include the manner in which each sign will operate, specifically noting whether the sign is intended to be a "Changing Sign," as defined in Chapter 28A of the City of Atlanta Code of Ordinances; and
5. Exhibit 5 - Concept Details of the entire concept design (both commercial and non-commercial platforms) showing all concept components and their relationship to each other, with accompanying narrative that provides specific reference to compliance with the District Sign Plan including:
 - (i) Photographs of all elevations of the building where each sign is proposed showing enough of the building façade so that the context for the sign can be ascertained, with one photograph of the condition as it currently exists and a similar photograph with the sign superimposed thereon, and
 - (ii) Renderings of each individual component, drawn to scale and/or dimensioned, that show the exact positioning of said component to key building features or architectural elements. The renderings must provide enough context for ADID to understand the place of each component in the overall sign concept design, and the extent of each component on the building exterior surface; and
 - (iii) Representative images and text that convey architectural considerations including signage integration into the building and immediate context; and

- (iv) Representative images and/or diagrams and text conveying signage structural general specifications and design; and
- (v) A preliminary analysis of the proposed luminance of the sign during both the daytime and nighttime including, but not limited to a photometric analysis (light study) employing light modeling software that evaluates the sign's impact on the surrounding area, with an aerial map depicting illumination expressed as foot candles (fc) and demonstrating that signage shall not exceed 0.3 fc (foot candle) above ambient light conditions as measured at 250 feet from the signage.

6. Exhibit 5 - Freestanding Signs - In the event that the Applicant proposes a freestanding sign, the Applicant shall provide a Site Plan (drawn to scale, released and sealed for construction and meeting the requirements for a City of Atlanta Special Administrative Permit) showing its location and a property survey showing the existing footprints of all principal buildings on the Premises, including parking structures on adjoining lots fronting the same street; and

B. The Complete Concept Information Package shall be comprised of all concept components both commercial and non-commercial contained in Exhibits 4 and 5 and Applicant agrees that it will launch signage operations only when all agreed upon non-commercial components are installed and operating; however, ADID may, at its sole discretion, extend the time for launch of non-commercial components if the Applicant has made reasonable progress toward its execution and operation.

C. Applicant acknowledges and agrees that no New Signs shall be permitted to be installed, operated, or activated within the District before and until February 5, 2019.

D. By this approval of the Complete Concept Information Package by ADID as a New Sign, for which it will make application to the City, ADID agrees to reserve the Location for the New Sign for a period not to exceed sixty (60) days in order to allow the Applicant to prepare City Permit Documents; however, ADID, may in its sole discretion, extend the time for compliance if the Applicant has made reasonable progress in providing the information needed for the City Permit Documents.

(1) The City of Atlanta Code of Ordinances defines a Location as "a building or parcel" and not as an individual sign. If the Application was for a Location that already hosts an existing sign, including a New Sign, which was permitted in the name of ADID or is the subject of a pending application in the name of ADID, this Agreement will not be assigned a separate Location Number but will be applied to that Location under said Location Number in order to maximize opportunities for supplemental signage in the District.

(2) ADID shall incur no liability of any type to the Applicant related to or resulting from the City's decision to approve, deny, or defer any New Sign Permit Application that is submitted in the name of ADID.

E. Permit Documents can be signed and filed with the City when ADID agrees that the Complete Concept Information Package has been approved. This Sign Concept Agreement does not place an

obligation on ADID to review the Permit Documents for completeness or conformity to any City requirement.

F. Upon issuance of the City Permit, the Applicant may continue its development in accordance with such City Permit. If ADID is informed by the City or the City confirms that the Applicant has allowed the City Permit to lapse, this Agreement shall be terminated and ADID may assign the Location to another applicant if New Sign for which the City Permit was issued had been given its own Location.

G. Once the New Sign is permitted by the City and operating, the Agreement shall be considered completed and the Services Agreement shall continue to govern the relationship between the Parties.

H. If for any reason, the Applicant abandons the City Permit, fails to pay any renewal fee or for any other reason the City Permit is no longer in effect, or the Sign is removed, the Location shall be considered to have become available if such Sign had its own Location.

EFFECT OF RECITALS

The Parties acknowledge that the Recitals make reference to other documents, which each Party has had adequate opportunity to review. The Parties agree that incorporation of all documents referred to in the Recitals was intended so that such documents could be included for purposes of interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers, on and as of the Effective Date.

APPLICANT

By: _____
Name and Title

ATLANTA DOWNTOWN IMPROVEMENT DISTRICT, INC.

By: A.J. Robinson, President

ATLANTA ARTS & ENTERTAINMENT DISTRICT
AUTHORIZATION OF PROPERTY OWNER FOR ERECTION OF SIGN

The undersigned attests that they are the Owner or are vested with authority to act for the Owner of the Premises and/or the Structure with an address of _____ in the City of Atlanta, Fulton County, Georgia being more specifically by Parcel Identification Number _____ (If more than one building is located on this parcel, please specify the building _____)(the "Premises").

With respect to that Complete Concept Information Package ("Proposal") made by TDC Centennial Member LLC (the "Applicant") the Owner states and attests to the following with respect to the sign or signs which is the subject of that Proposal (the "Sign"):

1. The Owner consented to the above referenced Proposal being submitted and reviewed all related documents which they deemed necessary to grant permission for the erection of the Sign, specifically including without limitation, the Sign Concept Agreement.

(a) If an agent was employed to act as the Applicant, the Owner attests to its agreement and understanding that ADID has no obligation to, and did not, review any agency agreement or any other type of contract or agreement between the Owner, the Applicant or any third party or any combination and that ADID has no liability to the Owner, the Applicant or any third party with respect to any breach of the same, such that no claim can be brought against ADID or any obligation avoided by any party, based on any other party's failure to disclose to any other party any obligation owed to ADID.

2. The Owner attests to its agreement and understanding that ADID has no obligation to, and did not, review or approve any plans, specifications or other documents which the Owner, the Applicant or any third party would use directly or indirectly in connection with the erection of the Sign, including without limitation, the manner in which the Sign or any of its components will be transported to the Premises, constructed, built or attached to any structure on the Premises, operated, maintained or inspected and that ADID has no liability of any type for any damages to persons or property which may result therefrom.

3. The Owner attests to its agreement and understanding that ADID has no obligation to, and did not, review any lease, memorandum of understanding, license or any other type of contract or agreement between the Owner, the Applicant or any third party or any combination and that any ADID has no liability to the Owner, the Applicant or any third party with respect to any breach of such contracts or agreements.

4. The Owner attests to its agreement and understanding that ADID has no obligation to, and did not review any lease, memorandum of understanding, license or any other type of contract or agreement between the Owner, the Applicant or any third party as to the allocation of revenues between them that are payable in connection to the Sign and that no dispute between the Owner and the Applicant shall relieve any party from the payment of revenues due to ADID under the Services Agreement.

Having made the foregoing attestations stating its agreement, the Owner hereby consents to all terms and conditions of the Sign Concept Agreement with ADID and if the Owner is not the Applicant, the Applicant entering into the Sign Concept Agreement with ADID.

Name and address of Property Owner

Owner or Person Authorized to Sign for Owner

Signature

Name Printed

Notary Public

My Commission Expires