

**THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS**

**THE URBAN RENEWAL AGENCY OF THE
CITY OF TWIN FALLS, IDAHO**

SPECIAL URBAN RENEWAL BOARD MEETING

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The Twin Falls Urban Renewal Agency will meet Friday, January 20, 2012 at 10:00 a.m. at Twin Falls City Council Chambers located at 305 3rd Avenue East.

There will be three agenda items for this meeting. Please see attached agenda for details. The first two agenda items will be reviewed beginning at 10:00 am. At 10:30 am the Board will break for 30 minutes and reconvene at 11:00 am for the third agenda item.

Melinda Anderson
Executive Director



AGENDA
Special Meeting of the City of Twin Falls
Urban Renewal Agency Board
305 3rd Avenue East, Twin Falls, Idaho
City Council Chambers
Friday, January 20, 2012 at 10:00 am.

URBAN RENEWAL AGENCY BOARD MEMBERS:

Cindy Bond Tom Frank Gary Garnand Larry Hall Bill Koch Bob Richards Leon Smith
Secretary **Vice-Chair** **Chairman**

1. Call meeting to order.
2. Consideration of a request to approve a BID façade grant project for Donnelly Sports at 161 2nd Ave. N. for up to \$6,500.
3. Consideration of a request to authorize execution of an engagement letter with KeyBanc as placement agent for the bonds funding the Agro-Farma project, subject to final approval by the agency attorney and bond counsel.
4. Adjourn. Reconvene at 11:00 am
5. Call meeting back to order
6. Presentation and request to approve a development agreement with Uptown Developers LLC and Glanbia Foods Inc (see staff report)
7. Adjourn. Next regular meeting: Monday, February 13, 2012

****Any person(s) needing special accommodations to participate in the above noticed meeting should contact Trudi Nutile at (208) 735-7313 at least two days before the meeting***

1-11-12

Donnelley Sports / Twin Falls URA Façade Improvement Request

Location: Donnelley Sports
161 2nd Ave. N.
Twin Falls, Id.83301

Building Owner: Athletic Properties (Scot McNeley, Representing Partner)
361 Eastland Dr. S.
Twin Falls, Id. 83301
208-734-4544

Store Manager: Kirby Butler (208-734-9944)

Specs and Plans: Donnelley Sports is looking to continue our exterior improvement project on our downtown retail location. This project will include the removal of both old unsightly windows and window coverings on the Northwest corner of the building along with the removal of the large front window on the Northeast front of the building. We will add a more modern city scape look of stucco and figurines to the front of the building in effort match the project we started a year ago along 2nd Ave. The project will include site work and demo of large window openings, framing of existing window openings, sheeting of exterior and drywall interior. Window openings will then be prepared for Drivit siding, once completed we will add our company logo to one of the front openings and sports figurines to the remaining two, all again to match the current look of our building. We will also be matching the front door opening to match the east side entrance.

Estimated Project Cost: \$14,000

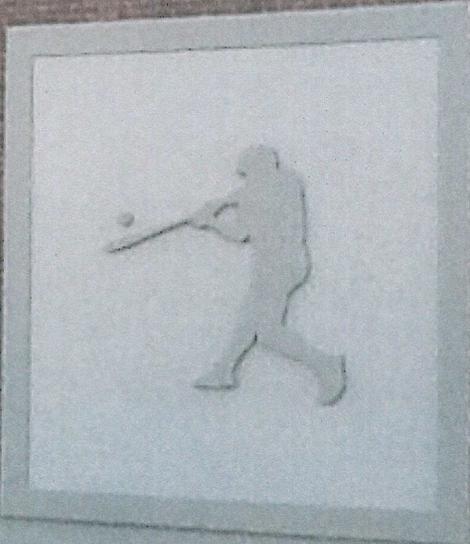
Donnelley Sports is prepared to start this project immediately and will be paying cash for its completion. We understand that this needs URA approval and your next meeting is February 13th, we would ask to start the project prior to this meeting as we had one of these large windows blow out during a recent wind storm. Our contractor is looking to schedule projects and we would like them to start sooner than later. The scope of our project lends itself to a perfect "winter" project for them and one that in essence could be completed prior to your next scheduled meeting.

Thank you for your consideration.





DONNELLEY
SPORTS





134 Ostrander St.
 Twin Falls, ID 83301
 Registration # RCE-637
 Phone 733-3180

Estimate

Date	Estimate #
1/9/2012	1284

Name / Address
Donnelley Sports 161 2nd Ave North Twin Falls, ID. 83301

		Project
		Exterior Remodel
Job code	Description	Total
	Following is an estimated cost breakdown for Exterior Remodel. (Phase Two)	
01 Plans and Permits	Plans and Permits?? (\$400 - \$600) - Short form?	500.00
02 Site Work/Demo	Site Work/Demo (\$1800 - \$2200) - remove glass pieces, glass and window stops - remove slat wall, save for reuse - remove interior wall and raised floor section - clean up and haul off, landfill fees	2,000.00
06 Framing	Framing (\$1600 - \$2000) - frame in window openings - sheet exterior, ready for drivit - misc. sheetrock backing, floor repair and leveling	1,800.00
11 Siding	Drivit Siding (\$4000 - \$6000) - install durarock over four exterior pop-outs - mesh, brown coat, texture w/ top coat - accent figurines are not figured in this number	5,000.00
11 Siding	Drivit (3D) Signage (\$2000 - \$4000) - sports figurines - Donnelley logo	3,000.00
17 Insulation	Insulation (\$300 - \$500) - insulation and vapor barrier on framed window openings	400.00
18 Sheetrock	Sheetrock (\$1200 - \$1800) - hang rock - framed windows openings, misc. patching - tape, coat, texture to match	1,500.00
Thank you for your consideration		Total

Signature _____

Any Alteration or deviation from above specifications involving extra costs, will become an extra charge over and above the estimate



134 Ostrander St.
 Twin Falls, ID 83301
 Registration # RCE-637
 Phone 733-3180

Estimate

Date	Estimate #
1/9/2012	1284

Name / Address
Donnelley Sports 161 2nd Ave North Twin Falls, ID. 83301

Project
Exterior Remodel

Job code	Description	Total
24 Paint	Painting - prime and paint new sheetrock areas	325.00
20 Carpentry, Trim	Carpentry, Trim Work - reinstall slat board on exterior wall w/ trims - trim around new opening and half wall - install base trim, misc. trims - Note - reuse existing trim material and slat board	750.00
23 Floor Coverings	Floor Coverings????	0.00

Thank you for your consideration	Total \$15,275.00
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Signature _____

Any Alteration or deviation from above specifications involving extra costs, will become an extra charge over and above the estimate



Date: January 20, 2012
To: Urban Renewal Agency of the City of Twin Falls
From: Melinda Anderson, URA Executive Director

Request:

Consideration of a request to approve a Disposition and Development Agreement (DDA) with Uptown Developers LLC and Glanbia Foods, Inc.

Background:

URA leadership, staff and consultants have prioritized the redevelopment of downtown parcels for new investment, with a particular emphasis on properties owned in the Old Town area by the Agency itself. As a result of these efforts and the prospects of a particular development opportunity, the Agency posted a Request for Proposals notice in the Times-News on December 19, 2011 with a deadline of 4:00 pm on January 18, 2012 for the former Krutzer's site – 121 4th Ave. So. in Old Town Twin.

The RFP requested proposals for the development of a new multiple-story building or buildings of at least 45,000 square feet or more for professional offices and/or related or similar uses, with a goal of attracting new investment and office workers into the downtown core of Twin Falls.

The Agency received one proposal – Uptown Developers LLC – which would acquire the site, construct a new office headquarters and cheese innovation center, and lease to Glanbia Foods, Inc. Glanbia estimates that they will have 100-150 employees at this site and could create additional jobs. Glanbia expects to move into this new site in the first half of 2013.

The Glanbia jobs are in addition to the 110 employees directly across Hansen St. So. employed by St. Lukes.

The special projects committee and staff met with Uptown Developers and Glanbia to review the proposal and draft the DDA.

It's expected that the private investment to this site would be assessed between \$10- \$15 million with the Agency assisting with various public improvements estimated at \$800,000.

This prospective redevelopment opportunity is the culmination of a unique public-private working relationship between Agency staff, board members and consultants with the developer and Glanbia. It marks a collaborative effort to achieve our respective goals and represents a sound template for other redevelopment efforts in the downtown core.

Approval Process:

A majority vote of a quorum of the Agency board in open meeting.

Budget Impact:

The DDA shows that the Agency would provide a shovel-ready lot, on- and off-street parking, new curb/gutter/sidewalk as needed, new street lighting and landscaping, pay development fees, and create a public pocket park. The new public park could be located directly across 4th Ave. So. on property owned by the Agency and would provide open space in the neighborhood that many people could enjoy on a regular basis.

As this site is in Revenue Allocation Area 4-1 the Agency is able to assist with public improvements as allowed by Idaho statute. For FY 2012 the Agency budgeted about \$1.5 million for downtown improvements and this falls within that budget.

Conclusion:

Staff and the special projects subcommittee recommend the board approve the DDA.

Attachments:

1. Disposition and Development Agreement (with attachments)

DISPOSITION AND DEVELOPMENT AGREEMENT

This DISPOSITION AND DEVELOPMENT AGREEMENT is entered into by and between the Urban Renewal Agency of the City of Twin Falls, Idaho, an independent public body corporate and politic (hereafter “URA”), Uptown Developers LLC (hereafter “Developer”), and Glanbia Foods, Inc. (“Glanbia”).

RECITALS

WHEREAS, URA an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, as amended and supplemented;

WHEREAS, URA issued an RFP on December 19, 2011 for the redevelopment of the former Kruzer’s site (hereafter “Site”), located at 121 Fourth Avenue South in Twin Falls and pursuant to Idaho Code Section 50-2011, the URA may dispose of its property for the purposes of private redevelopment in this manner;

WHEREAS, URA has selected the Developer under the terms and conditions of the RFP to develop the Site pursuant to the goals and objectives of URA and, a copy of the Developer’s RFP response is included as Attachment 5 (hereafter “RFP Response”);

WHEREAS, Developer and Glanbia have entered into a formal agreement for the development and occupancy of an office headquarters building and innovation center on the site (hereafter “Development”), subject to the terms and conditions of this Agreement;

WHEREAS, the Development is located in the URA’s Urban Renewal District and upon completion such Development would enhance and revitalize the District and the downtown area;

WHEREAS, the Development would generate revenue allocation proceeds to URA;

WHEREAS, URA has been asked to provide title to the Site and to assist with public infrastructure in conjunction with the Development and such improvements and funding of same are in conformance with URA’s goals and objectives;

WHEREAS, as a result of Developer and Glanbia’s commitment to proceed with the construction of the Development and Agency’s commitment to provide title to the Site and public improvements, the Parties desire to enter into this Agreement to define their respective obligations.

AGREEMENTS

NOW, THEREFORE, in consideration of the above recitals, which are incorporated into this Agreement and other good and valuable considerations, the Parties hereby agree as follows:

1. AGREEMENT EFFECTIVENESS

The Parties acknowledge that this Agreement has been approved and executed prior to Developer’s closing of the purchase of the Site from URA. Agreement shall become effective as of Agency’s full

approval and execution of this Agreement. Provided, however, that Agency's obligations to complete public improvements are conditioned on Developer's performance.

2. SUBJECT OF AGREEMENT

A. The Site

The Site is the known as the former Kruger's located at 121 Fourth Avenue South in Twin Falls, attached to this Agreement as Attachment 1 ("Site Plan"), and incorporated herein by reference. The Site is legally described as follows: Lots 17-32, AND the vacated alley right of way abutting Lots 17-21 and lying west of the sideline of Lot 22, Block 132, Twin Falls Townsite, Twin Falls County, Idaho.

B. The Development

As defined herein, the term "Development" shall mean the project constructed by Developer or its assigns upon the Site and to be occupied by Glanbia. The Development shall consist of a Class A corporate headquarters building of at least 33,000 square feet and an innovation center building of at least 13,000 square feet, with an aggregate minimum development of no less than 45,000 square feet.

The Development will be required to comply with any and all applicable City of Twin Falls building and zoning ordinances. Initial design concepts are attached to this Agreement as Attachment 2 ("Design Concept"), and incorporated herein by reference.

C. Evidence of Developer Financing

No later than the time specified in the Schedule of Performance, attached to this Agreement as Attachment 3 ("Schedule of Performance"), and incorporated herein by reference, Developer shall submit to URA (or URA's designee) evidence satisfactory of adequate financing to fund the Development and that Developer has the equity capital and commitments for financing necessary to construct the Development.

It is the purpose of this procedure to ensure to the satisfaction of URA that the Development, including the sale of the Site to the Developer and the URA-funded public improvements, will not be commenced unless and until there are sufficient financing commitments to commence and complete the construction of the Development. Nothing herein is deemed to grant the URA the right to disapprove of a particular lender or source of funds, but rather the URA requires proof of funding in place to be sure that the URA-funded improvements and the Development will be constructed and developed in the manner contemplated by this Agreement and not be abandoned.

D. Sale of the Site to Developer

Upon satisfactory proof of developer financing as described in Section 2 (C) above and consistent with the Schedule of Performance, the URA and Developer will execute a Purchase and Sale Agreement for the Site.

Under the terms and conditions of the Purchase and Sale Agreement, the Developer will take title to the Site. However, should the Developer fail to initiate construction of the Development within one hundred

and eighty days (180) of the execution of this Agreement and/or, fail to complete construction of the Development within seven hundred and twenty days (720) of the execution of this Agreement, title to the Site shall revert to the URA pursuant to a deed restriction that shall be recorded by the Parties in accordance with the completion of the sale.

Upon completion of the sale of the Site to Developer, the Developer and/or Glanbia will be responsible for all real estate and personal property taxes and assessments assessed and levied on the Site.

E. URA-Funded Improvements

The URA specifically finds and determines that the URA-funded improvements are a) critical to the redevelopment of the Site; b) constitute payment by the URA for extraordinary conditions on the site, including the demolition of the existing building; and, c) provides a high quality of development that should assist URA in achieving redevelopment of other properties adjacent to the Site, and meeting the goals and objectives of the URA.

The following improvements shall therefore be completed by the URA in accordance with the Schedule of Performance (Attachment 3), the Description of Public Improvements (Attachment 4) and the URA's policies and processes for public improvements:

1. The Site itself, with demolition of structure(s), adequate fill and compaction and level grade;
2. Sidewalk, Curb and Gutter adjacent to the Site along Shoshone and Fourth Street Street;
3. Improvement to URA-owned public parking lot, located adjacent to the St. Luke's office building. This will include paving, lighting, landscaping and striping with necessary improvements on Fourth Street South for public parking;
4. Design and development of a "pocket park" of green space on URA-owned property, located opposite the Site on 4th Ave South; and,
5. Adequate electricity, water, sewer, gas and fiber on the Site, stubbed to within five (5) feet of the perimeter of the building to the points designated by Developer's architect.

The URA represents that a minimum of 140 public parking spaces will be improved and/or made available via improvements to the URA-owned public parking lot, improved on-street spaces or a surplus of parking spaces that exist in the URA-owned public parking lot or other URA-controlled or owned locations. All public improvements will be completed at a design, materials and quality standard consistent with prior improvements made in the Old Town area. Parking shall be adequate to meet Glanbia's needs.

Prior to the sale of the property, the URA shall make pre-payment for all fees required by the City of Twin Falls for the development, including but not limited to sewer, water, electrical, mechanical, impact and building. Those payments will be made directly to the City of Twin Falls by the URA on a mutually-agreed schedule between URA and Developer.

The URA reserves the right to seek third-party financial participation in the completion of its improvements, including grants, loans, credits and/or payments.

Notwithstanding the foregoing, completion of the URA improvements are required only and so long as the Developer meets the requirements described herein and detailed in the Schedule of Performance (Attachment 3).

A specific Description of Public Improvements is attached to this Agreement as Attachment 4 (“Description of Public Improvements”) and incorporated herein by reference. This Attachment details the improvements that are the responsibility of the URA as noted prior.

F. Schedule of Performance

A specific Schedule of Performance (Attachment 3) is attached to this Agreement as Attachment 3, and incorporated herein by reference. All Parties recognize that time is of the essence. The URA shall endeavor to obtain written assurance from the City of Twin Falls that it will expedite the processing of any and all applications required for construction.

3. MISCELLANEOUS PROVISIONS

A. Amendments, Waivers and Termination of Agreement.

No amendment or modification to any terms or provisions of this Agreement, waiver of any covenant, obligation, breach or default under this Agreement or termination of this Agreement (other than as expressly provided in this Agreement), shall be valid unless in writing and executed and delivered by each of the Parties.

B. Entire Agreement.

This Agreement and the other agreements referenced herein, as well as any other executed written agreements between the parties, set forth the entire understanding and agreement of the parties.

C. Incorporation of Recitals and Exhibits.

The recitals to this Agreement, and all exhibits referred to in this Agreement are incorporated herein by such reference and made a part of this Agreement.

D. Severability.

If any term or provision of this Agreement is held to be or rendered invalid or unenforceable at any time in any jurisdiction, such term or provision shall not affect the validity or enforceability of any other terms or provisions of this Agreement, or the validity or enforceability of such affected term or provision at any other time or in any other jurisdiction.

E. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and permitted assigns, subject to the terms and conditions described herein.

F. Third Party Beneficiaries.

This Agreement shall not confer any rights or remedies on any person other than the parties and their respective successors and permitted assigns.

G. Governing Law.

This Agreement shall be governed by the laws by the State of Idaho.

H. Authority and Binding Obligation.

The Parties hereto have full power and authority to execute and deliver this Agreement and to perform all of their respective obligations arising under this Agreement, and the execution and delivery by the signers hereto of this Agreement on behalf of the Parties hereto has been duly and validly authorized by all necessary action by each Party.

I. Dispute Resolution and Remedies

In the event that a dispute arises between the Parties regarding the application or interpretation of any provision of this Agreement, the aggrieved Party shall provide written notice of such dispute to the other parties to this Agreement. The Parties shall in good faith use commercially reasonable efforts to resolve such dispute. If the Parties shall have failed to resolve the dispute to the satisfaction of all Parties within ten (10) days after delivery of such notice, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in the Idaho, or otherwise as the Parties may mutually agree before resorting to litigation. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation or other process of structured negotiation, then each Party shall have the right to pursue any rights or remedies it may have at law or in equity.

J. Developer/Glanbia Assistance to URA

The URA may, from time to time and at its discretion, determine to seek the assistance of other public agencies (federal, state, local or quasi-public) for certain grants and/or loans to provide financial assistance to the URA for its public improvements. Developer and/or Glanbia will provide reasonable assistance and support, as may be requested by URA, in applying for and securing such funds.

K. Indemnification

The URA hereby agrees to indemnify, defend and hold Developer and Glanbia harmless from and against any and all claims, judgments, penalties, clean-up costs or other related expenses for any hazardous substances presently existing on the Site and which may be subsequently discovered.

L. Notices

Formal notices, demands, and communications between the Parties shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, or faxed (with a confirming telephone call) to the principal offices of the Parties as set forth below. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either Party may from time to time designate in writing.

If to URA:

Attn: Melinda Anderson, Director
City of Twin Falls
PO Box 1907
321 2nd Avenue East
Twin Falls, Idaho 83303-1907
Fax: 208.736.2296

With a Copy to:

Fritz Wonderlich, URA Attorney
Wonderlich & Wakefield
PO Box 1812
321 2nd Avenue East
Twin Falls, Idaho 83303-1812
Fax: 888.789.0935

If to Developer:

Attn: g. Kent Taylor
Uptown Developers LLC
450 Falls Avenue, #201
Twin Falls, Idaho 83301

If to Glanbia:

Attn: Daragh Maccabee
Glanbia Foods, Inc
1373 Fillmore Street
Twin Falls, Idaho 83301
(or successor address at new development:
121 Fourth Avenue South, Twin Falls, Idaho 83301)

IN WITNESS THEREOF, the effective date of this Agreement shall be the date when this Agreement has been signed by all of the Parties.

For URA:

_____, 2012

Twin Falls Urban Renewal Agency

By: _____

Its: _____

For Developer:

_____, 2012

Uptown Developers LLC

By: _____

Its: _____

For Glanbia USA:

_____, 2012

Glanbia Foods, Inc.

By: _____

Its: _____

Attachments:

Attachment 1 Site Plan

Attachment 2 Design Concept

Attachment 3 Schedule of Performance

Attachment 4 Description of Public Improvements

Attachment 5 RFP Response

DDA Attachments

Attachment 1: Site Plan

Attachment 2: Design Concept

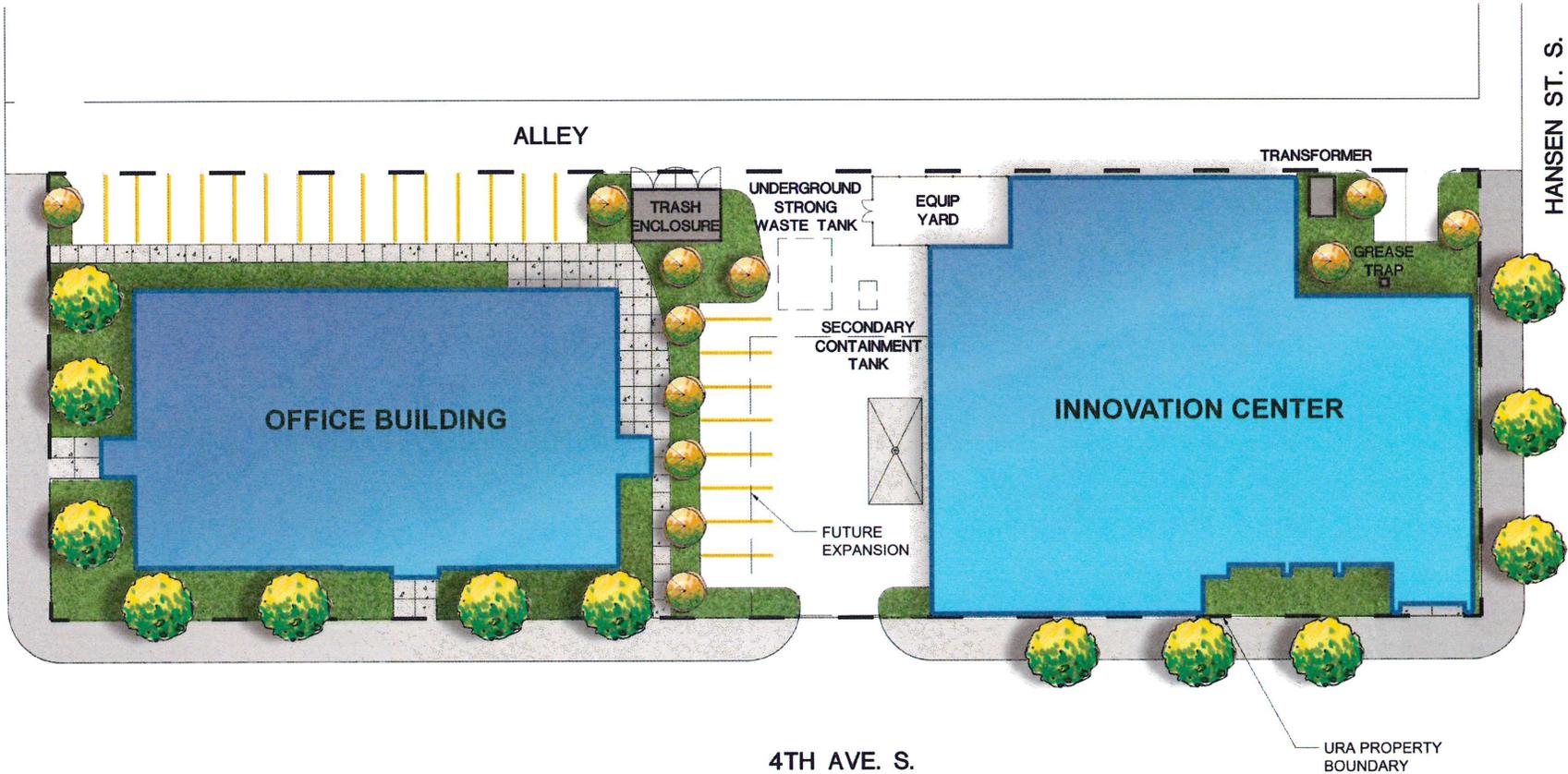
Attachment 3: Schedule of Performance

Attachment 4: Description of Public Improvements

Attachment 5: RFP Response

SHOSHONE ST. S.

HANSEN ST. S.





Schedule of Performance

Action	Date
Execution of DDA	On/About January 20, 2012
Evidence of Developer Financing	Within one-hundred twenty (120) days of Execution of DDA.
Sale of the Site to Developer	Within ninety (90) days of Evidence of Developer Financing.
Delivery of the Site to Developer with Improvements per DDA.	Within ninety (90) days of Evidence of Developer Financing.
Additional URA Improvements	<p><i>Item #1 (per 2E1 of DDA):</i> Upon delivery of the site to developer with improvements.</p> <p><i>Item #2 (per 2E2 of DDA):</i> As parties mutually agree per detailed construction plans.</p> <p><i>Item #3 (per 2E3 of DDA):</i> Upon developer's certificate of occupancy.</p> <p><i>Item#4 (per 2E4 of DDA):</i> At URA's discretion but no later than ninety (90) days following developer's certificate of occupancy.</p> <p><i>Item #5 (per 2E5 of DDA):</i> Upon delivery of the site to developer with improvements.</p>
URA Payment of Fees	Within thirty (30) days to make payment by Developer.
Potential Return of Title to URA by Developer (Upon developers failure to perform)	Should Developer fail to perform construction within one-hundred eighty (180) days of execution of the Agreement and/or fail to complete construction within seven-hundred and twenty (720) days of the execution of this Agreement.

Details of Public Infrastructure: New, Leveraged and For the Future

- Office and Innovation Center
- URA-Funded and To-Be-Completed sidewalk, curb, gutter, lighting, and landscape
- Pocket Park (URA-Funded and To-Be-Completed)
- Improvements to on-street parking (URA-Funded and To-Be-Completed)
- Public Parking (existing)
- Additional New Public Parking (To-Be-Completed by URA)
- Potential Expansion of Parking
- Alley (no improvements here)



UPTOWN DEVELOPERS, L.L.C.

450 Falls Avenue, Suite 201
P.O. Box 1901
Twin Falls, ID 83303-1901

Phone: (208) 734-5681

Fax: (208) 733-2482

January 18, 2012

Ms. Melinda Anderson, Director
Twin Falls Urban Renewal Agency
Twin Falls City Hall
P.O. Box 1907
Twin Falls, ID 83303-1907

Re: Request for Proposals Issued by the Twin Falls Urban Renewal Agency (for purchase and re-development of the former Kruser's site located at 121 Fourth Avenue South, Twin Falls, Idaho)

Dear Ms. Anderson:

Uptown Developers, L.L.C. ("Uptown") hereby responds to the above-referenced Request for Proposals ("RFP"). Submitted for your consideration is our original proposal containing the information listed below (pursuant to your instructions, five copies of the proposal are also enclosed):

1. Summary Information of the Proposed Redevelopment of the Site

Uptown will construct two (2) separate buildings on the site consisting of a three-story office building ("OB") having approximately 35,000 square feet and a cheese innovation center ("CIC") having approximately 14,000 square feet. Both buildings will be leased to Glanbia Foods, Inc. ("Glanbia").

The OB will house the general corporate functions of Glanbia, and the CIC will house Glanbia's research and development activities for cheese products. The combined cost of the two facilities will exceed \$10 million.

There will be approximately 100 employees initially with intended expansion to approximately 150 employees. Daily visitors will be between 15 and 30.

Glanbia's operations will primarily be during normal business hours and will consist of activities permitted in the City of Twin Falls OH zone.

2. Appearance

Attached as Exhibit "1" are five (5) three-dimensional drawings generally characterizing the buildings. There may be modifications which are required by the final construction drawings; however, there should be no material variations.

3. Expectations of Uptown

Uptown expects the following:

- (a) URA to execute the Disposition and Development Agreement which is attached as Exhibit "2" as mutually agreed to by the parties within the thirty (30) days set forth in the RFP;
- (b) A deed to Uptown for the site for \$100 for and in consideration of Uptown's commitment to construct the buildings and improve the site; and
- (c) Assistance and cooperation by URA in processing permits and inspections as required by the City of Twin Falls.

4. Financial Capability

Uptown has the necessary resources, including bank commitments, to complete the project. Evidence of resources will be provided to a URA designee.

5. Timeline

Uptown intends to obtain a certificate of occupancy no later than March 15, 2013.

Thank you for the opportunity to respond to your request.

Sincerely yours,



G. KENT TAYLOR
Managing Member

jr\Uptown\Response to Request for Proposal\GKT:jr

Attachments:

- Exhibit "1" Five 3-dimensional drawings
- Exhibit "2" Disposition and Development Agreement