



# **GOLDEN URBAN RENEWAL AUTHORITY**

## **Memorandum**

**To: GURA Board of Commissioners**  
**From: Mark Heller**  
**Date: 9/20/04**  
**RE: GURA authority to review Millstone changes under DDA**

At the last meeting, I was instructed to research whether the Disposition and Development Agreement (DDA) contains any provisions requiring the Developer to obtain GURA's prior approval for revisions to the project. The DDA does contain several such provisions. In all these cases, GURA's approval must not be unreasonably withheld.

Section 3.1 provides that GURA first agree to any acceleration of the Schedule of Performance. This section also sets out the timeline for such acceleration.

Section 3.1(c) allows the Developer to change the order of constructing the three residential units, and requires 30 days advance notice before doing so. Only the order of construction, and no other changes, are permitted under this Section.

Section 3.2 requires the Developer, if requested by GURA, to provide a monthly update of activity as well as a schedule of a variety of meetings; and to allow GURA to attend those meetings.

Section 6.6 allows GURA and the City access to inspect the project for compliance with the DDA and other related documents.

Section 7.1 requires the Developer to submit evidence that it has applied for and received financing for each phase of the development prior to commencing construction of each phase.

Section 7.1a requires the Developer to show that it has a signed construction contract that satisfies the requirements of the Developer's construction contract for each phase.

Section 7.1b. requires the Developer to show that it has satisfied all conditions precedent to issuance of a building permit by the City.

Section 8. requires the Developer to submit all final development and construction plans for GURA review and approval **BEFORE** submitting such documents to the City. In my mind, this would include changes to floor plans and to the numbers of units within a building, although it might not include the closure of 11<sup>th</sup> Street.

Section 12.1 requires the Developer to obtain GURA's prior approval for all assignments, and requires the Developer to make GURA whole for any expenses necessitated by the due diligence and other procedures involved in reviewing and approving the proposed assignments.

Section 12.1c states that the standard of approval of any proposed transfer shall be reasonable evidence that the proposed transferee has the financial and legal ability to perform the duties of a Developer under the agreement and that the transferee has executed or has agreed to execute an agreement satisfactory to GURA and assuming the duties of the Developer.

Section 12.2 requires the Developer to notify the Authority of any changes in the development team as listed in Exhibit G to the DDA.

Exhibits D and G, the Schedule of Performance and Developer's Information Statement, respectively, must be updated as necessary.

In regard to parking for Lot A, the DDA provides that GURA has an exclusive right to lease the associated lots in the parking garage (Unit D) from the new owner of Lot A for free for a period of 15 years after the conveyance from GURA to the new owner. These 26 spaces **DO NOT** automatically transfer from GURA to the new owner of Lot A unless and until GURA approves the transfer.