AGREEMENT TO NEGOTIATE EXCLUSIVELY

THIS AGREEMENT TO NEGOTIATE EXCLUSIVELY ("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 ("Agency"), organized pursuant to the Idaho Urban Renewal Law, title 50, chapter 20, Idaho Code, as amended (the "Law"), and undertaking projects under the authority of the Law and the Local Economic Development Act, title 50, chapter 29, Idaho Code, as amended (the "Act"), and _____, an _____, or its assigns as provided for herein ("Developer"), collectively referred to as the "Parties" and each individually as "Party," on the terms and provisions set forth below.

RECITALS

Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of the Law and the Act; and

The City Council of the City of Twin Falls, Idaho ("City"), after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Old Towne-2 Urban Renewal Project (the "Old Towne-2 Plan"), and following said public hearing, the City adopted its Ordinance No. O-2023-014 on November 27, 2023, approving the Old Towne-2 Plan and making certain findings, and establishing the Old Towne-2 revenue allocation area (the "Old Towne-2 Project Area" or "Revenue Allocation Area"); and

In order to achieve the objectives of the Old Towne-2 Plan, Agency is authorized to acquire real property for the revitalization of areas within the Old Towne-2 Project Area's boundaries; and

The City owns undeveloped property located along _____, and is more specifically described as _____, Twin Falls County, Idaho, which constitutes the project site (the "Site"), as described and shown on Exhibit A.

In accordance with Idaho Code Section 50-2011 Disposal of Property in Urban Renewal Area, the Agency issued a Request for Proposals ("RFP") on June _____, 2026, for the Site, seeking to initiate a catalytic redevelopment project to revitalize the Old Towne-2 Project Area in compliance with the Old Towne-2 Plan through redevelopment of the Site which could also serve as a catalyst for redevelopment of other properties in the vicinity; and

Following the publication of the RFP in the *Times News* newspaper on _____ and _____, 2026. Agency received _____ proposal[s] (the "Proposal") for development of the Site by the _____, 2026, RFP deadline; and

At a public meeting on _____, 2026, the Agency Board discussed the Proposal and determined the Proposal is in compliance with the RFP; and

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The Agency Board at its meeting on _____, 2026, determined it to be in the Board's best public interest to select _____ (the "Developer") as the developer of the Site; and

The Developer's Proposal, attached hereto as Exhibit B, contemplates a _____ project, including the construction of _____. Phasing, building uses and development schedule will be negotiated as part of this Agreement and the DDA (collectively, the "Project"); and

Agency and Developer intend to pursue the negotiations of a disposition and development agreement (the "DDA") and, thus, comply with the required notice provisions concerning the disposition of property by Agency as set forth in the Law; and

Agency seeks to enter into this Agreement with Developer for the purpose of analyzing and assessing development opportunities for the Site.

NOW, THEREFORE, Agency and Developer hereby agree as follows:

AGREEMENTS

Section 000 DEFINITIONS

"Agency" shall be The Urban Renewal Agency of the City of Twin Falls, Idaho and includes both Agency staff and the Agency Board.

"Agency Board" shall be the members of the Agency's Board of Commissioners, as duly and legally appointed.

"**Agency Staff**" shall be the staff of the Agency, as opposed to the members of the Agency Board.

"Disposition and Development Agreement" or "**DDA"** shall mean the agreement the Parties hope to negotiate that will set forth the definitive terms of Agency's disposition of the Site to the Developer.

"**Developer"** shall be _____ or its assigns.

"Effective Date" shall be the date this Agreement is signed by both Parties (last date signed).

"Negotiation Period" shall begin on the Effective Date and end one hundred eighty (180) days after the Effective Date, unless extended by Agency Staff as provided herein.

"Schedule of Performance" shall mean the attached Exhibit C.

SAMPLE

"Scope of Development" shall mean Developer's preliminary concepts for development of the Site included in Developer's Proposal and attached as Exhibit B, which preliminary concepts will be subject to certain updates and changes negotiated by Developer and Agency during the course of this Agreement and the DDA.

"**Site**" shall mean the property as more particularly described and shown in Exhibit A.

Section 100 NEGOTIATIONS

Section 101 Good-Faith Exclusive Negotiations

The Parties agree the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein.

Agency and Developer agree for the Negotiation Period to negotiate diligently and in good faith to prepare a DDA to be considered for execution between Agency and Developer, in the manner set forth herein, with respect to the development of the Site. During the Negotiation Period (defined below) Agency shall not directly or indirectly negotiate with any person or entity other than Developer with respect to the disposition or development of the Site.

Section 102 Negotiation Period

The Negotiation Period shall commence on the Effective Date and shall terminate one hundred eighty (180) days thereafter (the "Termination Date"). Provided, Agency Staff may in its discretion extend the Negotiation Period for an additional sixty (60) days beyond the Termination Date without payment by Developer. In the event that Developer requests an extension beyond sixty (60) days, and Agency Board grants such request, Agency Board may, in its sole discretion, require Developer to pay an extension fee of $5,000.00. In the event an extension fee has been paid and the DDA has been executed by both Parties, such extension fee shall be credited towards the purchase price in the DDA.

If upon expiration of the Negotiation Period, Developer has not executed a mutually approved DDA, then this Agreement shall terminate, unless extended in writing by Agency Board. Once a DDA is signed by both Developer and Agency, then the terms of the DDA shall prevail and this Agreement shall automatically terminate.

If the negotiations do not result in an executed DDA, Developer shall submit to Agency a summary of its findings and determinations regarding the proposed development, excluding any confidential or privileged information. If this Agreement is terminated per this Section 102, Developer shall not seek reimbursement for costs and expenses from Agency and Agency shall not seek reimbursement for costs and expenses from Developer, except that Agency shall retain any extension fee paid by Developer, and Agency shall be entitled to retain the Deposit (defined below) subject to Section 103.

SAMPLE

Section 103 Deposit

Developer's Submission of Deposit:

Developer shall submit to Agency a deposit in the amount of Twenty Thousand Dollars ($20,000.00) (this amount together with any extension payment constitutes the "Deposit") in the form of cash or cashier's check to ensure that Developer will proceed diligently and in good faith to negotiate and perform all of Developer's obligations under this Agreement. This Deposit shall be applied to the purchase price for the Site. Provided, if the Parties terminate this Agreement before Agency incurs any costs in preparing the Reuse Appraisal (defined below) the Deposit, less any extension fee, shall be refunded in its entirety to Developer. After Agency incurs any third-party costs in preparing the Reuse Appraisal, such costs shall be deducted from the amount of the Deposit refunded to Developer (if any).

Submission of the Deposit must occur within fifteen (15) days of the Effective Date. If Developer fails to submit said Deposit within the fifteen (15) day period, Agency may terminate this Agreement, with neither Party having any further rights against nor liability to the other under this Agreement, unless as agreed to in writing by Agency.

Agency shall be under no obligation to pay or earn interest on Developer's Deposit, but if interest shall accrue or be payable thereon, such interest (when received by Agency) shall become part of the Deposit and applied as described hereunder.

Section 200 DEVELOPMENT CONCEPT

Section 201 Scope of Development

Agency and Developer acknowledge Developer's Proposal as submitted to Agency on or before _____, 2026, attached as Exhibit B (the "Developer's Proposal"). In addition to Developer's Proposal, the Agency Board identified several issues requiring further negotiation, which issues are identified in Section 800.

The Parties further acknowledge the Project design will be further refined in connection with the development of the Revised Design, which design refinement will occur pursuant to the terms of this Agreement and the DDA.

Section 202.01 Revised Design

Developer shall refine and supplement its Proposal to produce a second submittal to Agency Staff under this Agreement. Prior to the submittal of the updated design proposal to Agency Staff, Developer, a principal representative or representatives from Developer's architectural design firm ("Principal Designer"), and Agency Staff shall engage in a design refinement process to address design-related issues identified by Agency. Following this design refinement and within ninety (90) days of the Effective Date, Developer will submit an updated design proposal in the same format as the original submission of the Developer's Proposal (the "Revised Design"), including:

SAMPLE

A clear chart showing the changes from the Proposal, including;

- Square footage by type of uses,
- Number of parking spaces,
- Perspective renderings,
- Floor plans,
- Site plan,
- Elevations/sections listing exterior finishes.

The Revised Design submission shall also include an updated brief project summary and a critical path analysis identifying key milestones in the planning and construction stages for the Project and an updated estimated project schedule. Developer shall submit the Revised Design to Agency Staff and Agency Staff shall review and consider the Revised Design as set forth in Section 202.02 of this Agreement and the Schedule of Performance.

Section 202.02 Approval of the Revised Design

Within thirty (30) days of Agency Staff's receipt of the Revised Design, Agency Board shall either approve or disapprove of the Revised Design in writing to Developer. In the event the Revised Design is initially disapproved by Agency Staff, within thirty (30) days of Agency's receipt of the Revised Design, Agency Staff shall set forth the reasons for disapproval and options that address Agency's reasons for disapproval. Developer shall then have thirty (30) days to resubmit information to address the reasons for disapproval. Within fifteen (15) days of Agency Staff's receipt of the resubmittal, Agency Staff shall meet with Developer to discuss the resubmittal (the "Resubmittal Meeting") and shall identify issues that have not been resolved to Agency Staff's satisfaction, if any, and shall provide an additional period of fifteen (15) days for Developer to resubmit information to address Agency Staff's issues. Agency and Developer agree that the purpose of this process is to reach a mutually satisfactory resolution of differences on project design with the understanding that Agency Board retains the right to approve the Revised Design. In the event the Revised Design, as applicable, is again disapproved based on issues identified by Agency Staff in its discussions with Developer, Agency may terminate this Agreement and the Deposit, less any costs incurred per Section 103, shall be refunded to Developer.

Any design must comply with City development code and permitting requirements.

Section 203 Progress Reports

Developer agrees to make oral and written progress reports advising Agency on all matters and all studies being made by Developer on a monthly basis or at the request of Agency.

Section 204 Assessment of Project Feasibility; Notification

SAMPLE

In the event at any time during the Negotiation Period Developer determines that it is not feasible to proceed with development of the Project, this Agreement shall be terminated upon ten (10) days' written notice to Agency. In the event the Agreement is terminated before Agency incurs any costs in preparing the Reuse Appraisal (defined below), the Deposit for the terminated DDA negotiations shall be refunded in its entirety to Developer. After Agency incurs any third-party costs in preparing the Reuse Appraisal such costs shall be deducted from the amount of the Deposit to be refunded to Developer (if any).

In the event of such termination neither Party shall have any further rights against or liability to the other under this Agreement. Developer acknowledges and consents that in the event this Agreement is terminated as to any or all of the Agency Parcels, Agency has the right and authority to enter into an exclusive right to negotiation agreement concerning the Site with any other interested developer.

Section 205 Environmental Condition

Within thirty (30) days of the submission of the Deposit by Developer, Agency agrees to provide Developer with any environmental reports Agency possesses which may have included an investigation of the Site (if any).

Section 300 PURCHASE PRICE AND/OR OTHER CONSIDERATIONS

During the Negotiation Period, Agency and Developer shall negotiate the schedule and conditions for transfer of the Site to Developer with respect to financing and a schedule for the development of the Project and disposition of the Site, which schedule and conditions will be included in the DDA. Provided, it will be a condition of the transfer of the Site that Developer pay the entire purchase price (less the Deposit) to Agency before the title is transferred to Developer.

Under the Law, Agency may transfer real property for no less than the fair reuse value. The reuse appraisal ("Reuse Appraisal") and its determination of value will be prepared and provided to Developer under the DDA as the information necessary to complete the Reuse Appraisal will not be available at the expiration of the Negotiation Period. The Reuse Appraisal shall establish the fair reuse value of the Site as required under the Law (the "Residual Land Value").

Within one hundred eighty (180) days of the Effective Date, Developer shall submit to Agency Staff the data required by the appraiser ("Reuse Appraiser") who has been selected by Agency, which data ("Reuse Appraisal Data") is needed by the Reuse Appraiser to prepare the Reuse Appraisal for the Site. Developer shall submit the Reuse Appraisal Data pursuant to the terms of the DDA. Developer may be required to supplement the Reuse Appraisal Data during the course of the Reuse Appraisal and shall submit this supplementary data in a timely manner as required by the Reuse Appraiser and Agency. The Reuse Appraisal Data includes but may not be limited to:

- density of development,
- costs expected to be incurred and revenues expected to be realized in the course of developing and disposing of the Project,

SAMPLE

- residential unit types,
- commercial unit types,
- governmental use unit types,
- sizes and expected rents,
- Construction type and materials,
- Exterior and interior finish materials,
- square footages of uses other than residential,
- leasing for other uses and assets such as office space, retail space and parking spaces,
- parking stalls and usage
- assumptions regarding soft costs such as marketing and insurance, risks of Agency, risks of Developer,
- Developer participation in the funding of public facilities and amenities, and
- estimated or actual Developer return including assumptions regarding entrepreneurial incentive, overhead and administration as these factors apply to the Project.

Developer acknowledges that Agency will be unable to commence the Reuse Appraisal process without Developer's submittal of the Reuse Appraisal Data, and Developer acknowledges that Agency will be unable to close under the terms of the DDA without the results of the Reuse Appraisal for the applicable property.

Section 400 DEVELOPER AND DEVELOPER'S OBLIGATIONS

Section 401 Nature of Developer

Developer is _____, or its assigns. Wherever the term "Developer" is used herein, such term shall include any permitted nominee or assignee as herein provided.

Section 402 Developer's Principal Office and Development Team

Developer's Principal Office is located at:

[_____]

Agency and Developer acknowledge and agree that the Local Project Manager, as described in Section 906, shall also be a member of the Development Team. Unless otherwise set forth in Section 403 below, any other consultants and professionals on

SAMPLE

the Development Team (such as special architectural consultants, leasing agents, engineer, and contractor) will be selected at a later date.

Section 403 Full Disclosure

Developer is required to make full disclosure to Agency of its officers, key managerial employees, and design professionals (collectively the "Development Team") involved in the development of the Site. Any change during the period of this Agreement of the Development Team (but excluding any change to any specific individual for any design professional entity) or in the controlling interest of Developer is subject to the approval of Agency Board, such approval not to be unreasonably withheld or delayed. The selected architect for the Project is _____. _____ will also function as the general contractor. The Parties will negotiate certain protocols to ensure strict adherence to transparency and accountability in the development and construction of the Project.

Any assignment or transfer of this Agreement is subject to Section 904.

Section 404 Compliance with Applicable Laws

Developer recognizes it will be required to comply with all applicable laws, including all applicable federal and state labor standards, antidiscrimination standards, affirmative action standards, and nondiscrimination and nonsegregation standards, laws, and regulations in development, rental, sale, or lease of the Site.

Section 500 AGENCY'S RESPONSIBILITIES

Section 501 Urban Renewal Plan

This Agreement and any DDA agreed to by the Parties are subject to the provisions of the Old Towne-2 Plan.

Section 600 REAL ESTATE COMMISSIONS

Agency shall not be liable for any real estate commission or brokerage fees arising from the disposition and development of the Site. Agency represents that it has not engaged a broker, agency, or finder in connection with this transaction, and Developer agrees to hold Agency harmless from any claim by any broker, agent, or finder retained by Developer.

Section 700 EXECUTION OF THIS AGREEMENT NOT A DISPOSITION OF PROPERTY

By its execution of this Agreement, Agency is not committing itself to or agreeing to undertake: (a) disposition of land to Developer; or (b) any other acts or activities requiring the subsequent independent exercise of discretion by Agency, City, or any agency or department thereof; or (c) any other acts or activities requiring the subsequent independent exercise of discretion by any federal or state agency

SAMPLE

including, but not limited to, environmental clearance and historic preservation approval. Execution of this Agreement by Agency and Developer does not constitute a disposition of property by Agency.

Section 800 ISSUES OF NEGOTIATION

Developer recognizes that the following items are matters Agency desires be addressed during the Negotiation Period, but both Parties understand that there is no present agreement as to the manner or degree to which they or any particular one can or will be included in the DDA or Revised Designs.

Section 801 Demolition and Clearance

Developer's Proposal does not include any buildings being retained on the Site. Cost estimates for demolition and clearance, any environmental remediation, and any site and soil remediation, shall be included in the Reuse Appraisal as a development cost to be paid by Developer. The Parties agree to address as part of the negotiation of the DDA: 1) the timing and any phasing involving the demolition and clearance costs; and 2) rights of the Parties to the structural components and materials comprising the buildings and any equipment or appurtenances on the Site.

Section 802 Agency Participation

Developer specifically acknowledges, recognizes, and consents that Agency participation in the Project may be limited to transfer of the Site for the Project.

Section 803 Disposition Process

Agency and Developer acknowledge the potential need to pursue a special use permit for residential and/or recreational uses. The Parties agree to cooperate in processing those applications. Agency and Developer also acknowledge the need for seeking a lot line adjustment and/or creating new parcels to match the proposed development along with sequencing of disposition to match the Developer's phasing program, as well as possible reservation of a portion of a parcel for additional public development. Developer will need to prepare an updated land survey.

Section 804 Assessment Process

Agency and Developer shall cooperate in seeking an understanding with the Twin Falls County Assessor how the proposed project may be assessed based on the development proposal. Agency and Developer shall also address how any parcels ultimately used or occupied by tax exempt entities will be treated for purposes of revenue generated to the Agency.

Section 805 Future Disposition

The DDA shall address how any future disposition of any portion of the Site shall be treated.

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Section 900 GENERAL PROVISIONS

Section 901 Notices

Formal notices, demands, and communications between Agency and Developer shall be sufficiently given if sent by registered or certified mail, postage prepaid and return receipt requested, to the principal offices of Agency and Developer as set forth below. Routine communication may be by first class mail, e-mail, facsimile, or telephone.

Agency
Shawn Barigar, Executive Director
The Urban Renewal Agency of the City of Twin Falls
PO Box 1907
203 Main Ave E
Twin Falls, ID 83301

Developer
[_____]

Section 902 Remedies and Damages

Notwithstanding anything to the contrary contained in this Agreement, Developer's obligations hereunder are nonrecourse. Agency's only recourse and security for Developer's obligations shall be retention of the Deposit as provided herein. In the event of any legal proceeding described in this Section 902 between the Parties to this Agreement to enforce any provision of this Agreement or to protect or establish any right or remedy of either Party hereunder, the prevailing Party as determined by the court, shall recover its reasonable attorney fees, at trial and upon appeal, in addition to all other third party costs and damages allowed, as determined by the court.

Section 903 No Recordation

In no event shall any Party record this Agreement or any memorandum hereof or otherwise encumber the Site by reason of this Agreement or the negotiations contemplated hereby.

Section 904 Successors and Assigns

No Party may assign or delegate its obligations under this Agreement without the written consent of each other Party hereto, which consent may not be unreasonably withheld or delayed. Agency may condition its written consent to any assignment which would require the assignee to comply with City and Agency design standards and guidelines. Agency shall not withhold consent to any assignment of this Agreement by Developer to an entity managed by Developer. Except as otherwise set forth in this Agreement, the terms, covenants, conditions, and agreements contained herein shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties hereto.

SAMPLE

Section 905 Counterparts

This Agreement may be executed in counterparts, and each counterpart shall then be deemed for all purposes to be an original, executed agreement with respect to the Parties whose signatures appear thereon.

Section 906 Local Project Management

_____ shall serve as Local Project Manager who will be available to Agency.

Section 907 Computation of Time

In computing any period of time prescribed or allowed under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last calendar day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. As used herein, “legal holiday” means any holiday as defined by Idaho Code § 73-108.

Section 908 Anti-Boycott Against Israel Act.

Pursuant to Idaho Code § 67-2346, if payments under this Agreement exceed one hundred thousand dollars ($100,000) and Developer employs ten (10) or more persons, Developer, its wholly owned subsidiaries, majority owned subsidiaries, parent companies and affiliates, by entering into this Agreement, hereby certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code § 67-2346 shall have the meaning defined therein.

Section 909 Contract with a Company Owned or Operated by the Government of China Prohibited.

Pursuant to Idaho Code § 67-2359 Developer, its wholly owned subsidiaries, majority owned subsidiaries, parent companies and affiliates, by entering into this Agreement, hereby certifies it is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China.

Section 910 Prohibition on Contracts with Companies Boycotting Certain Sectors.

Pursuant to Section 67-2347A, Idaho Code, Developer, its wholly owned subsidiaries, majority owned subsidiaries, parent companies and affiliates, by entering into this Agreement, hereby certifies that is not currently engaged in, and will not for the duration of this Agreement, as may be amended, engage in, a boycott of any individual or company because the individual or company (a) engages in or supports

SAMPLE

the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Section 18-3302(2)(d), Idaho Code.

Section 1000 TERMINATION

Section 1001 Termination by Mutual Agreement

This Agreement may be terminated at any time by the written consent of the Parties. In the event of such termination, Deposit shall be refundable as set forth in Section 103 and neither Party shall have any further rights against or liability to the other under this Agreement.

Section 1002 Termination Due to Inability to Agree on the DDA Terms

Upon termination of this Agreement at the expiration of the Negotiation Period, or such extension thereof, neither Party shall have any further rights against nor liability to the other under this Agreement. If this Agreement is terminated for the Parties' failure to negotiate a DDA acceptable to both Parties, Developer shall not seek reimbursement for costs and expenses from Agency, and Agency shall not seek reimbursement for costs and expenses from Developer, except to retain all or a portion of the Deposit as provided in Section 103.

Exhibits

Exhibit A Legal Description of the Site
Exhibit B Developer's Proposal
Exhibit C Schedule of Performance

End of Agreement | *Signatures appear on the following page.*

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

_____, 2026 AGENCY

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

_____

_____, Chair

_____, 2026 ATTEST

_____

_____, Secretary

_____, 2026 DEVELOPER

[_____]

_____

By: _____

SAMPLE

STATE OF IDAHO)
ss:
County of Twin Falls)

On this _____ day of _____, 2026, before me, a notary public in and for said state, personally appeared _____, Chair of The Urban Renewal Agency of the City of Twin Falls, Idaho, the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of the Urban Renewal Agency of the City of Twin Falls, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

_____
NOTARY PUBLIC for Idaho
Commission Expires: _____

STATE OF IDAHO)
ss:
County of _____)

On this ___ day of _____, 2026, before me, a notary public in and for said state, personally appeared _____, known or identified to me to be the _____ of _____, an _____, who executed the within instrument on behalf of said corporation and acknowledged to me that said corporation executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

_____
NOTARY PUBLIC for Idaho
Commission Expires: _____

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Exhibit A

Legal Description of the Site and Site Map

Agency Parcels:

SAMPLE

Exhibit B
Developer's Proposal

SAMPLE

Exhibit C
Schedule of Performance

Task	Completion Date	Section Reference
Effective Date	Date Agreement signed by both Parties (last date signed)	000/102
Negotiation Period	Commences on the Effective Date and shall terminate one hundred eighty (180) days thereafter Agency may extend the Negotiation Period an additional sixty (60) days without payment by Developer	102
Deposit	Within fifteen (15) days of the Effective Date	103
Developer Submits Revised Design to Agency Staff	Developer to provide Revised Design within ninety (90) days of the Effective Date	202.01
Agency Board approves or disapproves of the Revised Design	Agency approves or disapproves of the Revised Design within thirty (30) days of Agency's receipt of the Revised Design.	202-02
Developer's Response to Agency's disapproval of the Revised Design ("Developer's Resubmittal")	Developer's resubmission in response to Agency's disapproval of the Revised Design within thirty (30) days of the Agency's receipt of the resubmission.	202.02
Agency's Meeting with Developer to Discuss Developer's Resubmittal ("Resubmittal Meeting")	Within fifteen (15) days of Agency's receipt of the resubmission response	202.02
Developer's Submission in Response to Agency's Issues with Developer's Resubmittal	Within fifteen (15) days of the Resubmittal Meeting	202.02
Reuse Appraisal Data	Developer to provide Reuse Appraisal Data within one hundred eighty (180) days of the Effective Date.	300
Termination Date/Deadline for Developer to execute a mutually approved DDA	One hundred eighty (180) days after the Effective Date.	102

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