

(ii) rules of the Town enacted as necessary to comply with mandatory requirements imposed on the Town by the state or federal governments, including court decisions, and other similar superior external authorities beyond the control of the Town, provided that in the event any such mandatory requirement prevents or precludes compliance with this Agreement, if permitted by law, such affected provisions of this Agreement shall be modified as may be necessary to achieve the minimum permissible compliance with such mandatory requirement;

(iii) rules of the Town reasonably necessary to alleviate legitimate severe threats to public health and safety in which event any rules, imposed in an effort to contain or alleviate such a legitimate severe threat to public health and safety shall be the most minimal and the least intrusive alternative practicable and, except in a bona fide emergency, may be imposed only after public hearing and comment and shall not, in any event, be imposed arbitrarily;

(iv) future updates of, and amendments to, existing building, construction, plumbing, mechanical, electrical, drainage, and similar construction and safety related codes, such as the Uniform Building Code, which updates and amendments are generated by a nationally recognized construction/safety organization, such as the International Conference or Building Officials, or by the county, state or federal governments or by the Central Arizona Association of Governments, provided, such code updates and amendments shall be applied in the most minimal and the least intrusive manner which is practicable under the circumstances;

(c) Development Fees. The Town's development fees shall be the prevailing rate as of the date of this Agreement, per dwelling unit for a period of sixty (60) months. The Town's development fees for the 61st through 120th months shall be the prevailing rate as of the date of this Agreement plus 60th months. The development fees for the 121st month through the balance of the development shall be the fees then applicable at the time of the approval of the building permit. The Parties agree that the provisions of this paragraph do not apply to the Town's fees attributable to the development of the commercially zoned portion of the Property.

6. Anti-Moratorium. The parties hereby acknowledge and agree that the PUD contemplates and provides for the phasing of the development of the Property and that for twenty (20) years from the date of this Agreement, no moratorium, or future ordinance, resolution or other land use rule or regulation imposing a limitation (or prohibition) on the conditioning, rate, timing or sequencing of the development of property within the Town and affecting the Property or any portion thereof shall apply to or govern the development of the Property, whether affecting parcel or subdivision maps, building permits, occupancy permits or other entitlements to use issued or granted by the Town, except as otherwise provided in this Agreement.

In addition, the Town hereby agrees to take in an expeditious and timely and diligent manner all action necessary, including but not limited to processing plats which are in conformance with the PUD and Infrastructure Plan, so that the Developer is not impaired or unreasonably delayed in the development of the Property as provided in the PUD and the Infrastructure Plan. In taking such actions, the Town may exercise its discretion in the manner as provided by law, and any