

If the issue on which an impasse has been reached is an issue where a final decision can be reached by the Town Staff, the Town Manager shall give the Developer a final decision within ten (10) days after Developer's request for an expedited decision. In the event Developer disagrees with said final decision, the matter will be resolved in accordance with Paragraph 15. If the issue on which an impasse has been reached is one where a final decision requires action by the Town Council, the Town Manager shall be responsible for scheduling a Town Council hearing on the issue for the first Town Council hearing to occur after Developer's request for an expedited decision. Both parties agree to continue to use reasonable good faith efforts to resolve any impasse pending any such expedited decision. Notwithstanding anything contained herein to the contrary, in the event the Town does not have a sufficient number of personnel to implement the expedited development review process or the expedited land development and construction inspection services, the Developer may elect to pay the costs incurred by the Town for such private, independent consultants and advisors which may be retained by the Town, as necessary, to assist the Town in the review and/or inspection process; provided however, that such consultants shall take instructions from, be controlled by, and be responsible to, the Town and not the Developer.

15. Default; Dispute Resolution.

(a) Default; Remedies. Failure or unreasonable delay by any Party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from another Party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any Party, the non-defaulting Party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance and the right to perform the obligation(s) of which the defaulting Party is in default and to immediately seek reimbursement from the defaulting Party of all sums expended in order to cure such default, together with interest at the prevailing legal rate for the State of Arizona on all such sums from the date said sums are expended by the non-defaulting Party for the purpose of curing the default to the date such sums are repaid in full.

(b) Dispute Resolution. To further the cooperation of the parties in implementing this Agreement, the Town and the Developer each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Developer. The initial representative for the Town (the "Town Representative") shall be the Town Manager and the initial representative for the Developer shall be its project manager, as identified by the Developer from time to time (the "Developer Representative"). The representatives shall be available at all reasonable times to discuss and review the performance of the Parties and the development of the Property.

(c) Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiations, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other