(c) Indemnification. Except as otherwise specifically provided in this Agreement, to the fullest extent permitted by law, the Developer (Developer in paragraph 30(c) shall refer specifically to Monterra Heights, LLC, an Arizona limited liability company and/or its assigns) shall protect, defend, indemnify and hold harmless the Town, its Council members, agents, officers, officials and employees from and against all suits, claims, demands, damages, losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and cleanup actions of any kind, together with expenses (including but not limited to attorney fees, court costs, the cost of appellate proceedings, and all claim adjusting and handling expenses), relating to, arising out of, resulting from or alleged to have resulted from the Developer's acts, errors, mistakes or omissions relating to any action or inaction of the Developer under this Agreement, including but not limited to the acts, errors, mistakes, omissions, work or services of the Developer's agents, employees, contractors, subcontractors or anyone for whose acts they or the Developer may be liable in the performance of this Agreement, and regardless of whether or not such claims, demands, damages, losses, liabilities, fines, charges, penalties, administrative and judicial proceedings, orders, judgments, remedial actions, costs, cleanup actions and expenses are caused in part by the passive negligence of the Town, its Council members, agents, officers, officials and employees. The Town shall remain responsible to the fullest extent permitted by law for any acts of active negligence by the Town, its Council members, agents, officers, officials and employees.

(i) The Developer's duty to defend, hold harmless and indemnify the Town, its Council members, agents, officers, officials and employees shall arise in connection with any suits, claims, damages, losses or expenses that are attributable to or otherwise relate to, result from, or are alleged to have resulted from the Developer's acts, errors, mistakes or omissions relating to any action or inaction of the Developer under this Agreement, including but not limited to the acts, errors, mistakes, omissions, work or services of the Developer's agents, employees, contractors or anyone for whose acts they or Developer may be liable in the performance of this Agreement, regardless of the legal or equitable grounds upon which such suits, claims, damages, losses and expenses are based and regardless of whether or not such suits, claims, damages, losses or expenses are caused in part by the passive negligence of the Town, its Council members, officers, officials and employees.

(ii) The amount and type of insurance coverage requirements set forth herein are separate and independent from the indemnity provisions of this Agreement and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions of this Agreement. The indemnity provisions of this Agreement shall not be construed in any way to limit the scope, magnitude and applicability of the insurance provisions of this Agreement.

31. Notwithstanding anything contained herein to the contrary, in no event will Owner be required to expend any funds toward development of the Property. These funds will be provided by Developer after Property acquisition is completed.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below:

Unofficial Document