

- g) **Connection Charges and Additional Capital Charges.** The City shall charge the Developer \$660,000 for utility tap fees, water and sewer or other utility connection charges and additional capital charges for Buildings A1, A2, B1 and B3, all as more fully described in **Exhibit F**.
- h) **Building Permits.** The City shall charge and receive from the Developer all of the standard zoning fees, demolition permit fees, building permit fees and inspection fees for all construction activities conducted by the Developer in effect at the time this Agreement is executed and as reflected described in **Exhibit F**. The terms and conditions of the City's standard building permits are incorporated herein and all duties, obligation and requirements contained therein shall be those of the Developer.
- i) **Staging Areas.** The Developer has identified appropriate staging space that is needed for this Project set forth in the "Construction Containment Plan" attached hereto as **Exhibit G**, which includes parking arrangements for contractors and construction crews during completion of the Project. The Construction Containment Plan will provide that the construction workers for the Project will be instructed to park in the City's Division Street Parking Ramp, and during the construction of the Project, such construction workers, or their respective contractors or sub-contractors, shall pay not less than \$350,000 in parking fees to the City as shown by contractor or subcontractor receipts. Additional space may be provided for upon mutual written agreement of the Developer and City. Substantial compliance with the Construction Containment Plan is mandatory, and failure of the Developer to substantially comply with the plan shall permit the City, in its reasonable discretion, to issue a stop work order until compliance is obtained and/or, after a cure period as described in the Construction Containment Plan, perform

the work itself and charge the Performance Bond for the reasonable costs. The Construction Containment Plan shall require that up to \$40,000 shall be set aside to be used by the DDA with respect to construction communications and other related expenses with respect to the Project. 50% of such amount shall be contributed from Bond proceeds and 50% of such amount shall be paid by the City or the DDA. The DDA shall provide the City and the Developer with a budget demonstrating the proposed disbursements of such funds and with receipts showing the actual expenditures following the disbursement of such funds.

- j) **No Third Party Beneficiaries and Restrictions on Assignment.** No person shall be entitled to claim any beneficiary status as to any right or obligation under this Agreement, except for the parties herein and their successors and assigns including any lender participating in the financing of the Project.
- k) **Description of Public Improvements.** The proposed public improvements described in this Agreement are generally set forth on the attached **Exhibit C-4**.
- l) **Inspections.** During construction and installation of the public Infrastructure Improvements, the City shall have the right, but not the obligation, to conduct inspections, upon reasonable prior notice to Developer. However, such inspections, if undertaken, shall not relieve Developer of its obligation to construct and install the Infrastructure Improvements in accordance with the terms and conditions of this Agreement. After dedication of the utilities to the City in accordance with **Exhibit C-4**, Developer acknowledges that the City cannot guarantee uninterrupted service to the Project area except as generally required under statute, ordinance, regulation or common law. The Developer will be required to pay the cost to cover the cost of City inspections