EXCLUSIVE NEGOTIATING AGREEMENT

This Exclusive Negotiating Agreement (this "Agreement") is entered into as of February ___, 2025 (the "Effective Date"), by the Ashland School District (the "School District"), and Edlen & Co Development, LLC, an Oregon limited liability company (the "Developer"). The School District and Developer may sometimes be referred to individually as "Party" and collectively as "Parties."

RECITALS

A. The School District is the owner of certain real property in Jackson County, Oregon in the City of Ashland, more particularly described in the attached Exhibit A, consisting of approximately 4.18 acres of unimproved land located at corners of South Mountain Avenue, East Main Street, and Lincoln Street of Jackson County Tax Parcel number 39-1E-10-1000, referred to herein as the "Site" or "Property".

B. On December 19th, 2024, in a special session of the Board of the Ashland School District, the School District voted and approved moving forward with the Developer by proceeding with ongoing negotiations and due diligence for the disposition of the Site and development of the Site into a new housing community (the "Project"). Lead by a partnership between the Sunstone Housing Collaborative ("Sunstone"), a not for profit organization established for the development of the Project on behalf of the School District. The goals for the Project include: serving "multiple purposes including, but not limited to developing ninety units minimum of varying multi-family housing types (apartments, townhouses, cottages), sized from studio to three bedrooms. The Project intends to serve residents with income restrictions and families. Unit affordability will be split with <80% AMI (area median income) and 80-120% AMI. The Project will offer community spaces as presented in the Draft Master Plan to include, but are not limited to childcare, playground, classrooms/community space, community garden, offices, resident services, and rooftop gardening. The development will be fully fire sprinklered. Site and landscape work will include keeping as many trees as possible".

C. On November 6th, 2024, Sunstone issued the Ashland Attainable Housing Project Request for Proposals (the "RFP") seeking development partners who are mission driven and equally committed to the Sunstone/the School District's vision for the Project and inviting innovative and financially feasible proposals to employ strategies highlighted in the RFP.

D. On December 3rd, 2024 the Developer responded to the RFP. On December 10th, 2024, the Developer and team outlined within the RFP submission attended an interview session led by Sunstone. Following careful consideration, on December 19th, 2024, in a special session of the Ashland School District, Sunstone presented their analysis and review of the finalists in considerations for the role of developer in the redevelopment of the Site. That session included the School District as well as members of the general public both in attendance and online as well as opportunities for public comment to be submitted in advance of the session. After considered debate, the School District approved the Developer Proposal for the Site, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference (the "Developer Proposal"). Developer Edlen & Co is a private real estate development and investment firm based in Portland, Oregon. Pursuant to the Developer Proposal, the Developer intends to build an approximately 94-unit mixed-use project serving households earning between 80% and 120% AMI with ground floor commercial space (intended to serve infant/toddler and pre-K learning), community outdoor facilities including a playground, and a community gathering space.

E. Pursuant to formal selection of the Developer Proposal and approval of the substantive form of this Agreement by the School District, the Parties are entering into this Agreement for the purpose of establishing procedures and standards by which the School District and the Developer will negotiate a "Disposition and Development Agreement" (the "DDA") govern the redevelopment of the Site and execution of the Project (the "Project").

(a) The School District and the Developer agree, for the Negotiating Period (as defined in Section 1.2), that they will work cooperatively and in good faith to make a preliminary feasibility determination and, if the Project or any portion thereof is determined to be feasible and desirable by both Parties, to negotiate diligently and in good faith the terms of a DDA regarding the Developer's (i) acquisition of the Site, (ii) construction of the Project on the Site, and (iii) operation and management of the Project, all generally in accordance with the Developer Proposal. During the Negotiating Period, the Parties shall use good faith efforts to accomplish the respective tasks outlined in Article 2 to facilitate the negotiation of a mutually satisfactory DDA.

(b) The Parties acknowledge and agree that, without limitation, the following issues will be addressed in the negotiations and memorialized in the DDA: (1) the physical and land title conditions of the Site and remediation of any adverse conditions identified by the Developer or the School District, including, but not limited to Developer's environmental review; (2) the land uses to be included in the Project, or portions thereof, (3) the entitlements necessary to construct and operate the Project; (4) the Project development schedule; (5) proposed financing sources for acquisition, construction, and operation of the Project; (6) the terms of the Property's disposition from the City to the Developer; (7) the Project's public benefits; and (8) other matters that may be identified by either Party.

(c) The School District and Developer agree that the negotiations under this Agreement to create the DDA will be developed through a term sheet and based on the Developer Proposal.

Preliminary commitments in the Developer Proposal have been incorporated into this Agreement and the Parties expect the negotiations of the DDA may incorporate additional commitments from the Developer Proposal.

AGREEMENT

The foregoing recitals are hereby incorporated by reference and made part of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

ARTICLE 1.
EXCLUSIVE NEGOTIATIONS RIGHT

Section 1.1 Negotiating Period.

(a) For a period of six (6) months commencing with the Effective Date, the Parties will enter into an exclusive negotiating period for the purpose of entering into a binding DDA (the "Negotiating Period"). During the Negotiating Period, the School District shall not negotiate with any entity other than the Developer regarding the acquisition or development of the Site or solicit or entertain bids or proposals to do so. Notwithstanding anything to the contrary herein, nothing in this Agreement shall preclude the School District from allowing any temporary uses of the Site that the School District

deems appropriate, at its sole and absolute discretion; provided the School District will avoid allowing any temporary use that may result in the contamination or damage to the Property or otherwise encumbering the Property in a manner that would materially or adversely affect the Developer's intended development thereof (in the Developer's reasonable discretion), and Developer shall have no liability or responsibility for any contamination or damage resulting from a temporary use.

(b) Developer shall have two extension periods of three (3) months each in which to extend the Negotiating Period. The Developer shall deliver ten (10) business days prior written notice of the Developer's intent to exercise the extension ("Extension Notice"). Concurrently with the delivery of an Extension Notice, the Developer shall deliver to Escrow (as defined below) an extension deposit of Five Thousand Dollars ($5,000) (each, an "Extension Deposit"). Each Extension Deposit shall be non-refundable upon delivery into Escrow, except as otherwise explicitly set forth herein. Upon the execution of the DDA, the Extension Deposit, if any, shall be credited against any ground lease payments or fees due by the Developer to the School District. For the purpose of this Agreement, the "Negotiating Period" shall include the initial six-month period, as well as all exercised extension options.

Section 1.3 Opening Escrow and Consideration.

(a) The Developer shall open escrow with the Ashland, Oregon, office of First American Title.

(b) In consideration for this Agreement and the Developer's exclusive right to negotiate under this Agreement, within five business days of the Effective Date, Developer will deposit Twenty Thousand Dollars ($20,000) ("Good Faith Deposit") in the form of a promissory note with the Escrow Officer. Failure by the Developer to provide the note outlined as the Good Faith Deposit within five (5) business days of the due date shall result in the termination of this Agreement and, upon such termination, the parties shall have no further rights or obligations under this Agreement except those that expressly survive the termination hereof. The Good Faith Deposit is provided in consideration for this Agreement and is non-refundable except as otherwise expressly set forth herein.

Section 1.3 Failure to Sign DDA.
If a DDA has not been executed prior to the expiration of the Negotiating Period, then this Agreement shall terminate and neither Party shall have any further rights or obligations under this Agreement except for any provision of this Agreement that is specified to survive termination which shall remain in effect. Except as otherwise provided in this Agreement, upon termination of this Agreement at the expiration of the Negotiation Period, the Good Faith Deposit will be refunded to the Developer. The Good Faith Deposit shall be non-refundable if the termination of this Agreement is due to the Developer's breach of this Agreement.

Section 1.4 Effect of Signing DDA
Upon execution of the DDA, the Parties will cooperate with the Escrow Agent to apply the Good Faith Deposit and any other amounts in accordance with the DDA.

Section 1.5 Identification of Representatives
(a) The School District's authorized representative is _____. The School District shall notify the Developer in writing of any changes to the designated School District representative.

(b) The Developer's authorized and designated representative to negotiate the DDA with the School District is Matt Edlen. The Developer shall notify the School District in writing of any changes to the designated Developer representative. The Developer shall make full disclosure to the School District

of all information reasonably requested by the School District and pertinent to the ownership, control, and financial capacity of the development entity that is proposed to serve as developer under the DDA, including, but not limited to, the members of the Developer's development team.

ARTICLE 2.
NEGOTIATION TASKS

Section 2.1 Overview. To facilitate negotiation of the DDA, the Parties shall use good faith efforts to accomplish the tasks set forth in this Article 2 in a timeframe that will support execution of a mutually acceptable DDA prior to the expiration of the Negotiating Period.

Section 2.2 Financing and Costs of Project. Within the Negotiating Period, the Developer shall provide the School District with a preliminary detailed financial analysis for the Project containing, among other matters, a preliminary development budget and operating proforma (the "Financing Proposal"). The Financing Proposal shall identify the proposed sources of funding for each phase, or component, of the Project, including but not limited to all proposed sources of debt and equity to be utilized for the Project. The financial analysis shall be refined by the Parties during the Negotiating Period, as appropriate, and will be used to evaluate the financial feasibility of the Project and to assist in the negotiations of terms regarding payment of costs of land and development as more particularly set forth in the DDA.

Section 2.3 Master Plan. The School District acknowledges and agrees that, as of the Effective Date, the Developer has submitted a conceptual site plan of the Project as part of the Developer Proposal, including a schematic design of the various components of the Project (the "Schematic Plan"). The Developer shall prepare a preliminary analysis of land use entitlements required for the entire Project for the School District's review and approval (the "Master Plan"). The Schematic Plan and Master Plan will be included in the DDA for the School District review and approval.

Section 2.4 Planning Approvals. The Developer acknowledges that the Project requires discretionary approvals and entitlements from the City of Ashland and, potentially, other governmental entities or agencies (the "Planning Approvals"). The Developer shall be responsible for entitling and permitting the project and the payment of all application fees associated with the Planning Approvals.

Section 2.5 Schedule of Performance. During the Negotiating Period, the Developer shall provide the School District a proposed detailed schedule of performance for the Project (the "Schedule of Performance") which shall include, but not be limited to, the dates for obtaining land use entitlements and financing commitments for the Project, the date for the submittal of construction plans to the City of Ashland, the date for close of escrow on the Site, and the dates for the commencement and completion of construction of the Project. The Schedule of Performance shall be included as an exhibit in the DDA.

Section 2.6 Due Diligence. During the Negotiating Period, the Developer shall conduct due diligence activities it deems necessary to provide Developer with sufficient information to determine the feasibility of the Project on the Site, including but not limited to planning requirements, soils reports, noise study, hazardous materials report, financial feasibility study, infrastructure, and title adequacy, as more particularly described in this section (collectively the "Due Diligence"). Except as otherwise provided herein, all costs associated with the Due Diligence shall be borne by the Developer alone.

(a) Physical Adequacy Determination. The Developer shall determine whether the Site is suitable for the Project, taking into account the geotechnical and soils conditions, the presence or absence of toxic or other hazardous materials, the massing of the proposed development improvements, infrastructure, the planning requirements imposed on projects of this type, and the other environmental and regulatory factors that the Developer deems relevant. If, in the Developer's judgment, any portion is not suitable for development, the Developer shall notify the School District in writing prior to the expiration of the initial Negotiating Period of its determination (an "Unsuitability Notice"). Upon delivery of an Unsuitability Notice by the Developer, this Agreement shall be terminated without further action of any Party, the Good Faith Deposit and Extension Deposit, if any, shall be returned to the Developer, and thereafter no Party shall have any further duties, obligations, rights, or liabilities under this Agreement, except as otherwise expressly set forth herein or in the Property Access Agreement (hereinafter defined). If the Developer does not deliver an Unsuitability Notice during the initial Negotiating Period, then the Site shall be deemed physically suitable for development of the Project and any executed DDA shall not provide for an additional opportunity for the Developer to determine the physical suitability of the Site or for the Developer to terminate the DDA as a result of purported physical unsuitability, provided, however, that nothing herein shall be deemed to preclude the right of the Developer to terminate the DDA for failure of a condition to close on the acquisition of the Site including, without limitation, in the event any new matter is disclosed by a reexamination of the Property from and after the expiration of the Negotiating Period that could not otherwise have reasonably been identified during Due Diligence, all as more particularly set forth in the DDA. Any DDA shall provide that the Site is to be conveyed to the Developer in its "as-is" condition as of the date Developer is deemed to have waived its rights to send an Unsuitability Notice under this Agreement.

(b) Right of Entry. The School District shall afford authorized representatives of the Developer access to the Site for the physical adequacy determination as provided in that certain Property Access Agreement by and between the Parties, substantially in the form attached hereto as Exhibit C, incorporated herein by this reference (the "Property Access Agreement"). The Property Access Agreement includes customary indemnification obligations on the part of the Developer with respect to the Developer's (or is consultants') access to the Property in connection with the Due Diligence.

(c) Title Adequacy Determination. The School District shall cause First American Title to issue a preliminary title report for the Site, and shall provide said report to the Developer. The Developer shall have ninety (90) days from receipt of the report in which to object to any exceptions listed on the report. If the Developer objects to any exception, the School District, within forty-five (45) days of receipt of Developer's objection shall notify Developer in writing whether School Bodar elects to: (1) cause the exception to be removed of record; (2) obtain a commitment from the title company for an appropriate endorsement to the policy of title insurance to be issued to the Developer, insuring against the objectionable exception; or (3) terminate this Agreement unless the Developer elects to take title subject to such exception. If any Party elects to terminate this Agreement pursuant to this Section, the Good Faith Deposit and any Extension Deposit shall be returned to the Developer and no Party shall thereafter have any obligations to or rights against the others hereunder, except as otherwise expressly set forth herein or in the Property Access Agreement. If the Developer fails to provide any notification to the School District regarding this matter prior to the expiration of the time period set forth herein, the condition set forth in this Section shall be deemed satisfied. The DDA may provide for a supplemental opportunity for the Developer to re-examine title to the Site and/or terminate the DDA as a result of any exceptions on title to the Site arising after issuance of the

Preliminary Report. Except for any title matters arising in such supplemental review, the fee title to the Site is to be conveyed to the Developer subject only to those exceptions the Developer has agreed to accept pursuant to this Section.

(d) Utilities. During the Negotiating Period, the Developer shall consult with the utility companies to determine preliminarily if existing utility facilities require expansion, relocation or undergrounding in connection with the Project.

Section 2.7 Preliminary Plan. Within the time set forth in the Schedule of Performance, the Developer shall submit to the School District a proposed conceptual development program (the "Preliminary Plan") for the Site, only if it differs from the Preliminary Plan submitted with the Developer Proposal. The Preliminary Plan should include: (a) a detailed description of the proposed use of the Site, including the square footage for each type of use; (b) a proposed development phasing schedule; (c) proposed housing affordability; (d) a preliminary financing plan, containing an estimated development budget and operating pro forma; and (e) a preliminary site plan. The Preliminary site plan shall show the general location of the proposed buildings, landscaping, and site improvements; the massing of any proposed buildings; roadways, parking and points of ingress and egress; and any other proposed improvements to be constructed as part of the Project. The School District acknowledges and agrees that the Developer's Preliminary Plan submitted with the Developer Proposal satisfies the requirements set forth in Section 2.7.

Section 2.8 Reports.

(a) Promptly following execution of this Agreement with respect to Documents then in its possession or under its reasonable control, the School District shall provide the Developer with copies of all existing leases, and all non-confidential or nonproprietary reports, studies, analyses, official correspondence, and similar documents (collectively, "Documents"), prepared or commissioned by the City with respect to this Agreement and the Project.

(b) Unless otherwise waived by the School District, the Developer shall provide the School District with copies of final versions of all reports, studies, and analyses prepared by third parties in connection with this Agreement (the "Third Party Reports") and correspondence with third parties regarding the Project, but excluding confidential or proprietary information, or any information protected by the attorney-client privilege or that is attorney work product, provided, however, that in the event this Agreement or the DDA is terminated as a result of the School District's default, the School District shall reimburse the Developer for the documented cost of the Third Party-Reports provided by the Developer to, and not otherwise waived by, the School District.

(c) While desiring to preserve its rights with respect to treatment of certain information on a confidential or proprietary basis, the Developer acknowledges that the School District will need sufficient, detailed information about the proposed Project (including, without limitation the financial information described in Section 2.2) to make informed decisions about the content and approval of the DDA. The School District will work with the Developer to maintain the confidentiality of proprietary information, or any information protected by the attorney client privilege or the attorney work product doctrine, subject to the requirements imposed on the Ashland School District. **[Specific to deal – REQUIRES LEGAL REVIEW]** The Developer acknowledges that the School District may share information provided by the Developer of a financial and potential proprietary nature with third party consultants and school district employees as part of the negotiation and decision-making process. If this Agreement is

Commented [JN1]: Yes, ASD's counsel will need to weigh in on the interplay between this agreement and its public records obligations.

terminated without the execution of a DDA, the School District shall return to the Developer any proprietary information submitted by the Developer under this Agreement.

Section 2.9 Organizational Documents. Concurrent with execution of this Agreement, the Developer shall provide the School District with copies of its organizational documents evidencing that the Developer exists as an active entity authorized to conduct business in the State of Oregon and in the City of Ashland, and to perform its obligations under the DDA.

Section 2.10 Progress Reports. From time to time as reasonably agreed upon by the Parties, each Party shall make oral or written progress reports advising the other Party on studies being made and matters being evaluated by the reporting Party with respect to this Agreement and the Development.

Section 2.11 Community Outreach. All parties acknowledge that community engagement, including community outreach and soliciting community input, is a key component of the Project. The School District and Sunstone have gathered a substantial amount of community input over the course of the Ashland Attainable Housing project and will share their findings with the Developer upon request. Developer shall throughout the Negotiating Period and following the DDA regularly engage with the community to ensure that the community remains at the center of this Project. All outreach should be intentional and thoughtful.

ARTICLE 3.
GENERAL PROVISIONS

Section 3.1 Limitation on Effect of Agreement. This Agreement shall not obligate the School District or the Developer to enter into a DDA or any other Agreement regarding the Site. By execution of this Agreement, the School District is not committing itself to or agreeing to undertake disposition of the Site. Execution of this Agreement by the School District is merely an agreement to conduct a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent School District action the final discretion and approval regarding the execution of a DDA and all proceedings and decisions in connection therewith. Any DDA resulting from negotiations pursuant to this Agreement shall become effective only if and after such DDA has been considered and approved by the School District, following conduct of all legally required procedures, and executed by duly authorized representatives of the School District and the Developer. Until and unless a DDA is signed by the Developer, approved by the School District, and executed by the School District, no agreement drafts, actions, deliverables, or communications arising from the performance of this Agreement shall impose any legally binding obligation on either Party to enter into or support entering into a DDA or be used as evidence of any oral or implied agreement by either Party to enter into any other legally binding document.

Section 3.2 Notices. Formal notices, demands and communications between the School District and the Developer shall be sufficiently given if, and shall not be deemed given unless, (a) dispatched by certified mail, postage prepaid, return receipt requested, or (b) sent by express delivery or overnight courier service, or (c) sent via email to the email address set forth below, with a copy of such notice concurrently sent by either of the methods set forth in the preceding clauses (a) or (b), to the office of the Parties shown as follows, or such other address as the Parties may designate in writing from time to time:

SCHOOL DISTRICT
[To be inserted]

WITH A COPY TO:

DEVELOPER
[To be inserted]

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 3.3 Waiver of Lis Pendens. It is expressly understood and agreed by the Parties that no lis pendens shall be filed against any portion of the Site with respect to this Agreement or any dispute or act arising from it.

Section 3.4 Costs and Expenses. Each Party shall be responsible for its owns costs and expenses in connection with any activities and negotiations undertaken in connection with this Agreement and the performance of each Party's obligations under this Agreement, except as otherwise agreed in writing by the Parties.

Section 3.5 No Commissions. The School District shall not be liable for any real estate commissions or brokerage fees that may arise from this Agreement or any DDA resulting from this Agreement. The School District represents that it has engaged no broker, agent, or finder in connection with this transaction, and the Developer shall defend and hold the School District harmless from any claims by any broker, agent, or finder retained by the Developer.

Section 3.6 Nonliability of Agency Officials and Employees. No board members, officials, employees, representative, member agents or contractors of the School District shall be personally liable to the Developer in the event of any default or breach by School District or for any amount, which may become due to Developer or on any obligations under the terms of the Agreement.

Section 3.7 Defaults and Remedies.

(a) Default. Failure by either Party to negotiate in good faith as provided in this Agreement or to perform an obligation in any material respect under this Agreement shall constitute an event of default hereunder. The non-defaulting Party shall give written notice of a default to the defaulting Party, specifying the nature of the default and the required action to cure the default. Promptly upon receipt of such notice, the defaulting Party and the non-defaulting Party shall work diligently with one another to help mutually cure the default, including meeting at least one (1) time in person to discuss and seek to resolve the issue(s) associated with such default. If a default remains uncured thirty (30) days after receipt by the defaulting Party of such notice, the non-defaulting Party may exercise the remedies set forth in subsection (b).

(b) Remedies. (1) In the event of an uncured default by a Party, the non-defaulting Party's sole remedy shall be to terminate this Agreement. Following such termination, neither Party shall have any further right, remedy or obligation under this Agreement, except that the following obligations shall survive such termination: (A) Developer's indemnification obligations pursuant to the Property Access Agreement; (B) in the event the defaulting party is the School District, the Board's obligation release from escrow to the Developer the Good Faith Deposit and any Extension Deposit then held in escrow; and (C) in the event of School District Default, the Board's obligation to reimburse the Developer (within thirty (30) days of written request

therefor) for the documented cost of Third-Party Reports provided by the Developer to, and not otherwise waived by, the School District.

(2) Except as expressly provided in subparagraph (b)(1) of this Section 3.7, neither Party shall have any liability to the other Party for damages arising out of or related to a default by such Party, nor shall either Party have any other claims with respect to performance or default under this Agreement. Each Party specifically waives and releases any such rights or claims it may otherwise have at law or in equity.

Section 3.8 Discrimination. Developer shall not discriminate against any person related to the performance under this Agreement because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or sex or any other condition protected by local, state, or federal law, regulation or ordinance. Developer acknowledges that the School District may require that all contractors engaged by Developer for the Project may be required to adhere to similar anti-discrimination provisions.

Section 3.9 Business License. Developer shall apply for and pay the business tax and registration tax for a business license, in accordance with the state and local law requirements.

Section 3.10 Venue. Jackson County, Oregon shall be the site and have jurisdiction for the resolution of all actions.

Section 3.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

Section 3.12 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matters of this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged in this Agreement and shall be of no further force or effect.

Section 3.13 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The part and paragraph headings used in this Agreement are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Agreement.

Section 3.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. An electronically executed copy shall be of the same effect as an original.

Section 3.16 Assignment. The Developer may not transfer or assign any or all of its rights or obligations hereunder to any other entity except with the prior written consent of the School District, which consent shall be granted or withheld in the District's sole discretion, and any such attempted transfer or assignment without the prior written consent of the School District shall be void. Notwithstanding the foregoing, the School District shall consent to the Developer's assignment of this Agreement to an affiliate of Developer provided that (a) such affiliate is controlled by Developer, (b) Developer shall not be released from any liability or obligation under his Agreement, and (c) Developer representative shall remain the lead negotiator with the School District with respect to the DDA and Project. A consent by the School District to one assignment shall not be deemed to be a consent to any

subsequent assignment. The School District may at its reasonable discretion approve more than one assignment for each portion of Project.

Section 3.17 No Third-Party Beneficiaries. This Agreement is made and entered into solely for the benefit of the School District and the Developer and no other person shall have any right of action under or by reason of this Agreement.

Section 3.18 Developer Not an Agent. Nothing in this Agreement shall be deemed to appoint Developer as an agent for or representative of the School District, and Developer is not authorized to act on behalf of the School District with respect to any matters except those specifically set forth in this Agreement. The School District shall not have any liability or duty to any person, firm, corporation, or governmental body for any act of omission or commission, liability, or obligation of Developer, whether arising from actions under this Agreement or otherwise.

Section 3.19 Severability. In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the Parties shall take further actions as may be reasonably necessary and available to them to effectuate the intent of the Parties as to all provisions set forth in this Agreement.

Section 3.20 Time Is of the Essence. Time is of the essence for each of the Parties' obligations under this Agreement.

Signatures to Follow on Next Page