

FORM INSTALL-A  
REGULAR METHODS OF ASSURANCE

This AGREEMENT TO INSTALL IMPROVEMENTS (“AGREEMENT”) entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ DEVELOPER/OWNER/SUBDIVIDER (“DEVELOPER”), whose address is \_\_\_\_\_ and the CITY OF PEORIA, an Arizona municipal corporation (“CITY”) whose address is 8401 West Monroe Street, Peoria, Arizona, 85345.

I. RECITALS.

A. The DEVELOPER of \_\_\_\_\_ COMMERCIAL/INDUSTRIAL/MULTI-FAMILY/SUBDIVISION development (“DEVELOPMENT”) as laid out on the plat/site plan dated \_\_\_\_\_, 20\_\_\_\_, in which the City of Peoria has granted plat/site plan approval.

B. In conjunction with the development of the DEVELOPMENT, the DEVELOPER in accordance with City of Peoria Ordinances is required to construct certain DEVELOPMENT improvements as described in the submitted final improvement plans and approved by the City Engineer.

C. The CITY requires as a precondition to the recordation of the Final Plat/ Site Plan of the DEVELOPMENT and the issuance on off-site construction permits certain assurances, that the improvements described therein, on the CITY approved improvement plans will be constructed.

D. DEVELOPER desires to provide assurances to the CITY that the DEVELOPMENT improvements will be constructed.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and the faith full performance thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

II. AGREEMENT.

1. Construction of Improvements.  
DEVELOPER shall construct, or cause to be constructed at its sole cost and expense, in a manner satisfactory to the City Engineer, all of the DEVELOPMENT improvements required by the CITY as shown on the improvement plans on or before \_\_\_\_\_, 20 \_\_\_\_.

2. Right to Complete.  
In the case that the improvements are not completed in a satisfactory manner to the City Engineer, within the specified time period, the CITY may complete the improvements and recover from the DEVELOPER the full costs and expenses thereof.
3. Security.  
As security for completion of the required improvements, DEVELOPER shall provide a Financial Guarantee of performance. Such Financial Guarantee shall be a performance bond from a Surety Bonding Company, an escrow account with the CITY or a financial institution, cash deposit, certified check(s), negotiable bonds, or a letter of credit. The financial institution and surety company shall be licensed to do business in the State of Arizona. The City Attorney shall approve the form of the assurance and the City Engineer shall approve the assurance amount.
4. Attorney's Fees.  
In the event that the CITY shall incur attorney fees and costs of any nature relating to this Agreement, DEVELOPER shall reimburse the CITY for its reasonable attorney fees and disbursement incurred in connection therewith.
5. Authority of Signatory.  
DEVELOPER or any individual executing this Agreement on behalf of DEVELOPER represents and warrants that they are duly authorized to execute and deliver this Agreement.
6. Choice of Law.  
This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Arizona applicable to agreements made and performed wholly therein, and any legal action commenced pursuant to this Agreement shall be brought in an appropriate court in Maricopa County.
7. Exhibits, Plats, Site Plans or Addenda.  
All plat/site plans, exhibits, or addenda, if any, referenced in this Agreement are a part hereof.
8. Headings.  
The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraph or of this Agreement nor in any way affect this Agreement.
9. Termination by the CITY.

This Agreement shall be subject to cancellation by the CITY pursuant to A.R.S. § 38-511.

10. Successors and Assigns.

This Agreement shall be binding on the heirs, successors or assigns of the DEVELOPER.

**IN WITNESS WHEREOF**, the parties hereto have executed this AGREEMENT TO INSTALL IMPROVEMENTS this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

DEVELOPER:

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of Arizona     )  
                                  ) ss.  
County of Maricopa  )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

For Office Use Only

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CITY OF PEORIA, an Arizona  
municipal corporation

By: \_\_\_\_\_  
City Engineer