# ONE YEAR GUARANTEE FOR PUBLIC IMPROVEMENTS

**TOWN OF MARANA, ARIZONA**

THIS GUARANTEE is made and granted this              day of                                    , 20    , by Entity Name, entity type [example: an Arizona corporation], (the “Developer”) to the Town of Marana, an Arizona municipal corporation (the “Town”).

WHEREAS the Developer has completed the required public improvements for subdivision name [Example: Saguaro Bloom Block 2 Lots 1‑170], recorded in the office of the Recorder of Pima County, Arizona, on April 18, 2018, at Sequence No. 20181100149, as more particularly described in (a) list each improvement plan here, exactly as listed in the Bill of Sale [for example: the Public Paving and Public Sewer Plan prepared by EPS Group, dated February 15, 2018, under Job No. 16-042.4, with as-built plan dated June 20, 2018; (b) the Water Plan prepared by EPS Group, dated March 16, 2016, under Job No. 16‑042.4, with as-built plan dated March 1, 2019; and (c) the Water Plan (Revision 1) prepared by EPS Group, dated May 30, 2019, under Job No. 16-042.4] (collectively the “Improvements”); and

WHEREAS the Developer has provided the Town with all documents required for release of performance guarantees for the Improvements; and

WHEREAS, the Marana Town Council has adopted Resolution No. 20    -            on the              day of                          , 202   , accepting the Improvements for maintenance and operation by the Town, including but not limited to, streets, sidewalks, survey monuments, off-site installations, curbing and gutter, storm drainage, handicap ramps, signs and paving markings, and public water and sewer infrastructure [revise this list to fit the circumstances].

NOW, THEREFORE, the Developer hereby guarantees the Improvements against defective materials or workmanship for a period of one year from the Marana Town Council’s acceptance of the Improvements as set forth in the preceding paragraph. Upon discovery of defects, any repair work or replacement requested by the Town pursuant to this guarantee shall be completed by the Developer immediately at no expense to the Town.

In witness of the foregoing, the undersigned Developer has executed this instrument this \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_\_.

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| Accepted and approved on behalf of the Town of Marana:    Town Engineer | The “Developer”:  Entity Name, entity type [example: an Arizona corporation]  By:  Signer’s name and title |

State of Arizona )

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County of Pima )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_\_, by Signer’s name, signer’s title of Entity Name, entity type [example: an Arizona corporation], on its behalf.

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| (Seal) | Notary Public |