

completed ("Infrastructure Assurance"). In such case, the Developer may elect, with the approval of the Town, which approval shall not be unreasonably withheld, any one or combination of the following methods of Infrastructure Assurance. All assurances provided by the Developer shall comply with the applicable provisions of the Town's Subdivision Ordinance relating to such assurances. The options are as follows:

- i. Developer and/or its assignees, designees, grantees and purchasers under contract is required to file with the Town a performance bond; or
- ii. Developer and/or its assignees, designees, grantees and purchasers under contract is required to deliver to the Town an irrevocable and unconditional declining letter of credit which, if necessary, will be acknowledged by the Town in accordance with the appropriate Lender's requirements; or
- iii. letter of financial assurance from Developer's lender, or the lender of Developer's assignees, designees, grantees and purchasers under contract; or
- iv. A letter from the property owner agreeing to a hold on the certificate of occupancy; or
- v. Contractor's Performance Bond; or
- vi. Dual Beneficiary Letter of Credit.

Once the required Infrastructure Assurances have been complied with, then the Developer (or, as applicable, the Developer's assignees, designees, grantees and purchasers under contract) shall have the right, with the approval of the Town, which approval shall not be unreasonably withheld, to replace such initial method of Infrastructure Assurance, either in whole or in part, with any of the other above methods of Infrastructure Assurance. The Town agrees that within ten (10) working days from the Town's approval of the particular completed Infrastructure Improvements for which the Town has required and the Developer has provided Infrastructure Assurance, the Town shall release such Infrastructure Assurance, in whole or in part as may be appropriate under the circumstances, in the manner provided in the applicable Subdivision Ordinance.

9. Infrastructure and Improvement Financing. The parties acknowledge that one of the primary purposes of this Agreement is to provide for the coordinated planning, design, engineering, construction and/or provision of the range of public services/infrastructure improvements necessary to serve new development as indicated in the PUD. The Town acknowledges and agrees that the Public Services/Infrastructure or as otherwise allowed by Arizona law shall be constructed, upon Developer request, through the community facilities district ("CFD") mechanism pursuant to A.R.S. § 48-701 et seq. The Town shall adopt a resolution of intention and conduct such procedures as are necessary to form one or more CFDs pursuant to A.R.S. § 48-701 et seq. as soon as reasonably possible after application for the CFD. Developer shall provide all necessary information and shall pay all reasonable and customary Town costs and fees as specified by Town's CFD's Policy and Procedures as of the date of this