

(CITY OWNED REPLACEMENT POLE)

COS case No. 44-DR-2016

Wireless company's name:

Verizon Wireless (VAW) LLC, d/b/a
Verizon Wireless

Wireless company's internal site name:

PHO ZUZU-VALLEYHO 2 SC

ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT

THIS ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT (the "Agreement") is made and entered into this 28 day of February, 2018 by and between the City of Scottsdale, an Arizona municipal corporation ("Licensor"), and Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless, a Delaware limited liability company ("Licensee").

A. Licensor has recorded a certain Notice of Standard Terms August 7, 2009 (the "Standard Terms Notice"), which was recorded August 7, 2009 at document No. 2009-0735952 of the public records of Maricopa County, AZ.

B. The Standard Terms sets out various recitals (collectively the "Standard Recitals") and provisions (collectively the "Standard Terms").

C. Licensor holds an interest in a parcel of land (the "Street Parcel") comprising street right-of-way for Main Street. The Street Parcel is located approximately fifteen (15) feet West of the center of the intersection of Main Street and Scottsdale Road in Scottsdale, Arizona.

D. This Agreement allows Licensee to use certain limited portions of the Street Parcel.

E. The portions of the Street Parcel that this Agreement allows Licensee to use (the "Use Areas") are defined in the package of maps and related materials (the "Boundary Plan") attached hereto as **Exhibit "A"**.

F. Licensee desires to install and operate on the Use Areas the wireless telecommunications receiving, processing and transmitting devices and related electronic equipment that is specified on the Site Plan (the "Communications Equipment") subject to the requirements of this Agreement. The Communications Equipment is limited to the actual electronic equipment, portable cabinets for such equipment, the Enclosure, the antennas (the "Main Antennas") used to communicate with cell telephones and similar devices, the antennas (the "Microwave Antennas") used to relay signals off-site in bulk, and a permanently installed emergency backup generator (the "Fixed Generator"), all as shown on the drawing (the "Site Plan") attached hereto as **Exhibit "B"**. Notwithstanding anything in this Agreement to the contrary, the Communications Equipment excludes any item not shown on the Site Plan.

G. The volume of the Enclosure and the above ground portion of its pad as shown in the Site Plan is forty-seven (47) cubic feet.

H. The Street Parcel is currently improved with an approximately twenty-six foot, eleven inch (26'-11") tall antenna support pole (the "Pole") owned by Licensor.

I. Licensee proposes to replace the Pole with a new Pole that Licensor ("Pole Owner") will own.

J. In order to install the Communications Equipment, Licensee desires to construct supporting improvements and perform all other work shown on the Site Plan (collectively the "Project").

K. Licensee shall complete the entire Project and put the Communications Equipment in full operation no later than one hundred eighty (180) days after the date of this Agreement (the "Completion Deadline").

L. Licensor desires to grant to Licensee a license to install, maintain, operate and repair the Communications Equipment (the "Permitted Uses") subject to the requirements of this Agreement.

M. Licensor desires to reserve rights to construct and use and allow others to construct and use all manner of additional improvements upon the Use Areas and the Street Parcel subject to the requirements of this Agreement and the rights granted to Licensee herein.

N. The Standard Recitals are all incorporated here by reference as if set out in full.

NOW, THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Licensee, and the covenants and agreements contained herein to be kept and performed by Licensee, and other good and valuable consideration, Licensor and Licensee agree as follows:

I. LICENSE TERMS

1. License Terms. Licensor hereby grants to Licensee a license to use the Use Areas as follows:

1.1 Standard Terms Incorporated. The Standard Terms are all incorporated here by reference as if set out in full. **LICENSEE WARRANTS AND REPRESENTS THAT LICENSEE HAS READ AND AGREES TO THE STANDARD RECITALS AND THE STANDARD TERMS.** Capitalized terms used but not defined in this Agreement shall have the meanings assigned by the Standard Recitals and the Standard Terms.

1.2 Standard Terms Application. Licensee shall comply with all of the Standard Terms. Without limitation, the Standard Terms shall apply to the Use Areas as follows:

1.2.1 Licensee's Boundary Plan Responsibility. It is Licensee's responsibility before signing this Agreement to ensure that the Boundary Plan is prepared as follows:

1.2.1.1 Licensee shall insure that the Boundary Plan clearly depicts all portions of the Street Parcel that Licensee desires to use and that each such area is clearly shown

on the Boundary Plan and labeled to clearly indicate which of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms applies to the area.

1.2.1.2 If the Boundary Plan does not clearly show any portion of the Street Parcel as one of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms, then such portion of the Street Parcel is not part of the Use Areas and Licensee may not use such portion of the Street Parcel, even if the use is discussed in the Standard Terms.

1.2.1.3 Any Exclusive Area or Shared Area described or named in the Standard Terms that is not clearly depicted and correctly labeled on the Boundary Plan is excluded from this Agreement and unavailable for Licensee's use.

1.2.1.4 Any portion of the Boundary Plan or the Site Plan that indicates a Licensee use of the Street Parcel that is not one of the Exclusive Areas or Shared Areas specifically enumerated in the Standard Terms is excluded from this Agreement and not available for Licensee's use.

1.2.1.5 All work, improvements and equipment within an Exclusive Area or Shared Area is limited to the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area.

1.2.1.6 This Agreement does not allow use of any land other than the specified portions of the Street Parcel that are Exclusive Areas or Shared Areas.

1.2.1.7 Any change to the Boundary Plan after Licensor executes this Agreement is void unless it is memorialized in a formal amendment to this Agreement.

1.2.2 Site Plan. It is Licensee's responsibility before signing this Agreement to ensure that the Site Plan correctly shows the work that Licensee intends to perform, that the Site Plan correctly shows all improvements and equipment that Licensee intends be located on the Use Areas, that the Site Plan shows no work, improvements or equipment outside the Exclusive Areas and Shared Areas properly depicted and labeled on the Boundary Plan, and that all work, improvements and equipment is encompassed within the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area. Any work, improvements or equipment not conforming to all the foregoing is prohibited, even if it is clearly shown on the Site Plan or discussed in the Standard Terms. Any refinement or other change to the Site Plan after Licensor executes this Agreement is void unless Licensee obtains Licensee's approval of the change pursuant to the plans approval processes set out in the Standard Terms and pursuant to all applicable regulatory requirements.

1.2.3 Term of Agreement. The term of this Agreement is as stated in the Standard Terms.

1.2.4 Licensee's Payments. Licensee shall pay to Licensor the amounts described in the Standard Terms.

1.2.5 Use Restrictions. Licensee shall comply with the use restrictions set out in the Standard Terms.

1.2.6 Other Requirements. Licensee's obligations include and Licensee's rights are limited by all of the Standard Terms' provisions, including without limitation, those regarding:

- 1.2.6.1 Improvements by Licensor.
- 1.2.6.2 Licensee's improvements, plans approval, work hours, etc.
- 1.2.6.3 Construction deadlines.
- 1.2.6.4 Maintenance and utilities.
- 1.2.6.5 Breach, default, remedies, waivers, etc.
- 1.2.6.6 Termination.
- 1.2.6.7 Indemnity and insurance.
- 1.2.6.8 Condemnation.
- 1.2.6.9 Damage to or destruction of the Use Areas.
- 1.2.6.10 Licensor's access to Licensee's records.
- 1.2.6.11 Compliance with law.
- 1.2.6.12 Assignability.
- 1.2.6.13 Amendments, notice, funding, statutory cancellation and other miscellaneous issues.

1.2.7 Encroachment Permits. This Agreement constitutes an "encroachment permit" under Chapter 47 of the Scottsdale Revised Code to the extent of granting permission for the Communications Equipment to exist on the Street Parcel but not to allow any construction or other work of any description in the Right-of-way or to allow obstruction of traffic or alteration of Licensor's improvements. Before performing any work on the Right-of-way, Licensee shall obtain the following additional encroachment permits, as applicable:

- 1.2.7.1 Permission to Work in the Right-of-way.
- 1.2.7.2 Permission to Alter City Improvements.
- 1.2.7.3 Permission to Obstruct Traffic.
- 1.2.7.4 Any other applicable permits regarding work in the Right-of-way.

1.2.8 Compliance with Law. Licensee acknowledges that this Agreement does not constitute, and Licensor has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Licensee with regard to) any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the city of Scottsdale or any other governmental body upon or affecting Licensee's use of the Street Parcel. For example, Licensee shall comply with all zoning, building and right-of-way codes, ordinances and policies.

2. Licensor's Initial Information. Unless and until Licensor gives notice otherwise, Licensor's contract administrator shall be Kevin Sonoda.

3. Licensee's Initial Information. Unless and until Licensee gives notice otherwise:

3.1 Licensee's network operations center phone number as provided in paragraph 4.15 of the Standard Terms shall be (800) 264-6620.

3.2 Licensee's address for notices as provided in paragraph 17.8 of the Standard Terms shall be:

Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless

180 Washington Valley Road

Bedminster, New Jersey 07921

Attention: Network Real Estate (Site: PHO Zuzu Valleyho 2 SC)

3.3 Licensee's billing address for routine billing invoices as provided in paragraph 17.9 of the Standard Terms shall be:

Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless

180 Washington Valley Road

Bedminster, New Jersey 07921

Attention: Network Real Estate (Site: PHO Zuzu Valleyho 2 SC)

EXECUTED as of the date first given above.

LICENSOR: CITY OF SCOTTSDALE,
an Arizona municipal corporation

By: 
~~Kevin Sonoda~~, Kevin Niederer
Wireless telecommunications License Administrator

LICENSEE: VERIZON WIRELESS (VAW) LLC,
d/b/a Verizon Wireless
a Delaware limited liability company

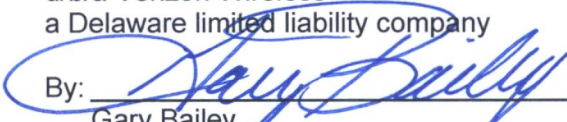
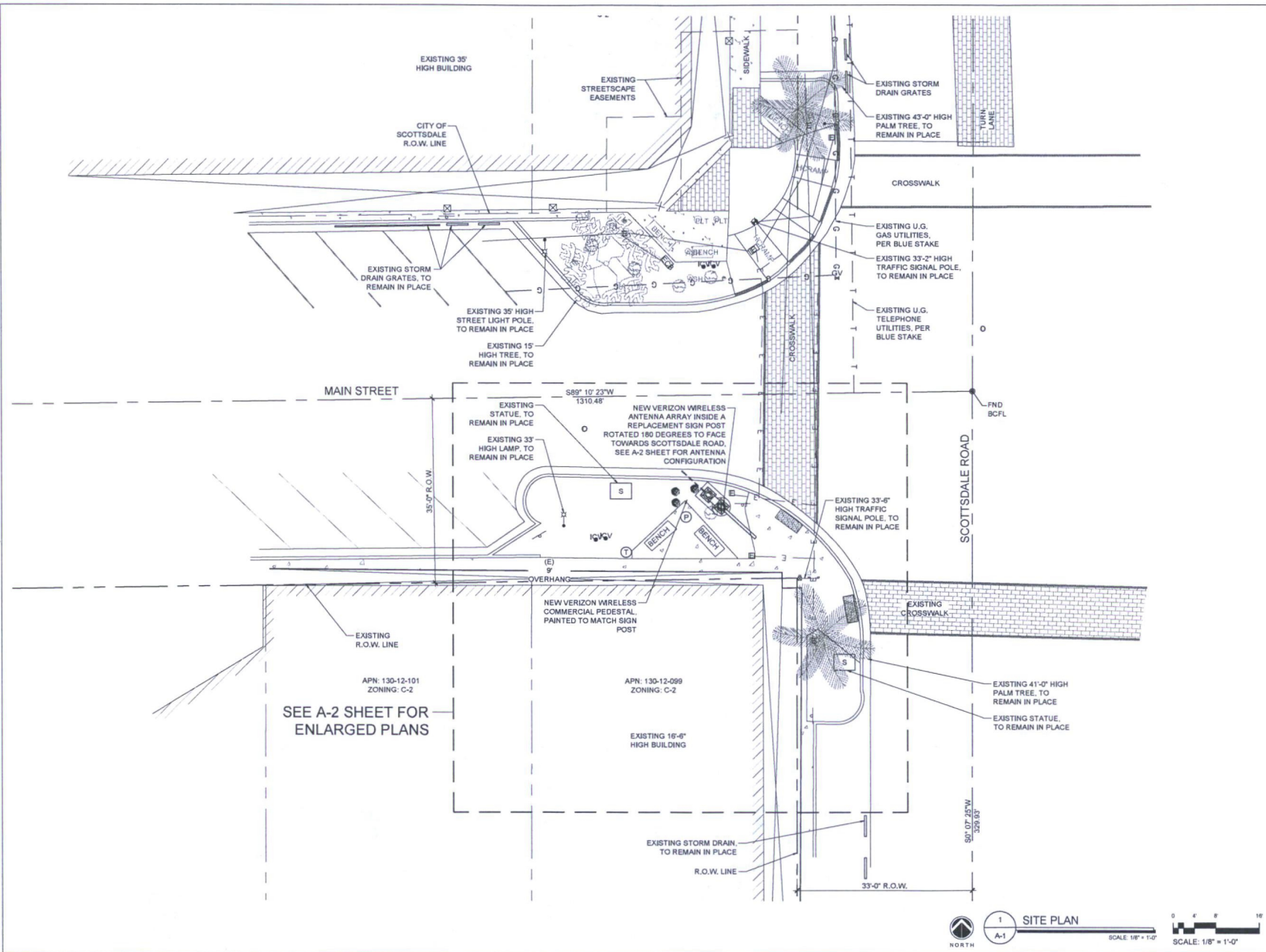
By: 
Gary Bailey
Its: Director—Network Field Engineering

TABLE OF EXHIBITS FOR SITE LICENSE

<u>Exhibit</u>	<u>Paragraph</u>	<u>Description</u>
A	E	Boundary Plan
B	F	Site Plan
C	3.8.3 (Standard Terms)	Requirements for letter of credit
D	16.5 (Standard Terms)	Form of assumption

Exhibit A
Boundary Plan

(See attached)



CLIENT

verizon
 126 W. GEMINI DR.
 TEMPE, AZ 85283

INTERNAL REVIEW _____ DATE _____

CONSTRUCTION SIGNATURE _____

RF SIGNATURE _____

FACILITIES SIGNATURE _____

REAL ESTATE SIGNATURE _____

PLANS PREPARED BY
young design corp
 architecture / project management
 10245 E. Via Linda, Scottsdale, AZ 85258
 ph: 480 451 9509 fax: 480 451 9508
 e-mail: corporate@ydcoffice.com

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NO.	DATE	DESCRIPTION
0	9/27/2016	SUBMITTAL

ARCHITECTS JOB NO. YDC-6199

PROJECT INFORMATION
PHO_ZUZU-VALLEYHO_2_SC
 SCOTTSDALE RD & MAIN ST
 SCOTTSDALE, AZ 85251

SHEET TITLE
OVERALL SITE PLAN

JURISDICTION APPROVAL _____

SHEET NUMBER
A-1



Exhibit B
Site Plan

(See attached)

verizon

SITE NAME: PHO_ZUZU-VALLEYHO_2_SC
(SMALL CELL)



SITE PHOTO

SHEET INDEX

- T-1 PROJECT INFORMATION AND DATA
- LS-1 SURVEY
- A-1 SITE PLAN
- A-2 ENLARGED SITE PLAN
- A-3 EXISTING NORTH ELEVATION
- A-4 NEW NORTH ELEVATION
- A-5 EXISTING EAST ELEVATION
- A-6 NEW EAST ELEVATION

CLIENT

VERIZON WIRELESS
126 W. GEMINI DR.
TEMPE, ARIZONA, 85283
CONTACT: DIEGO TORRES
PHONE: (602) 819-2048

PROPERTY OWNER

7017 MAIN STREET, L.L.C.
4114 N. CIVIC CENTER PLAZA #103
SCOTTSDALE, AZ 85251
CONTACT: TBD
PHONE: TBD

SITE ACQUISITION

SMARTLINK, L.L.C.
605 W. KNIX ROAD, STE 210
TEMPE, AZ 85294
CONTACT: MARCO SANYER
PHONE: (480) 550-2088

ARCHITECT

YOUNG DESIGN CORP.
10245 E. VIA LINDA, SUITE 211
SCOTTSDALE, ARIZONA, 85258
CONTACT: BRIAN CLUNNINGHAM
PHONE: (480) 451-9609
FAX: (480) 451-9608

SURVEYOR

RLF CONSULTING
1214 N. STADEM DR.
TEMPE, AZ 85281
CONTACT: RYAN FIELDER
PHONE: (480) 445-9189

PROJECT DATA

LEASEE: VERIZON WIRELESS
126 W. GEMINI DR.
TEMPE, ARIZONA, 85283
ZONING: R.O.W.
APN: R.O.W.
ARLA VOLUME: 47.9 CU. FT.
JURISDICTION: CITY OF SCOTTSDALE
BUILDING CODES: 2012 I.B.C.
2012 I.M.C.
2012 I.F.C.

PROJECT DESCRIPTION

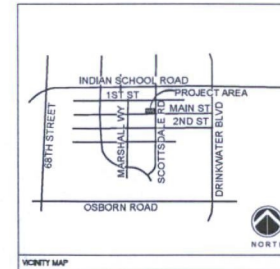
THE PROJECT CONSISTS OF THE INSTALLATION OF (2) ANTENNAS MOUNTED INSIDE A NEW ROTATED REPLACEMENT SIGN POST. FACILITY IS UNMANNED AND IS NOT DESIGNED FOR HUMAN HABITATION.

SITE COORDINATES

LATITUDE: 33° 27' 35.038" N
LONGITUDE: 111° 55' 34.582" W
GROUND ELEVATION: 1257.6 A.M.S.L.

SITE DIRECTIONS

FROM VERIZON OFFICE IN TEMPE, ARIZONA: DEPART VI, GEMINI DR. TOWARD S. MAPLE AVE. TURN RIGHT ONTO S. MAPLE AVE. TURN LEFT ONTO VI, GUADALUPE RD. ROAD NAME CHANGES TO E. GUADALUPE RD. TURN LEFT ONTO S. RURAL RD. TAKE RAMP RIGHT FOR US-40 EAST TOWARD MESA FLORES. AT EXIT 178B, TAKE RAMP RIGHT AND FOLLOW SIGNS FOR AZ-101 LOOP NORTH. AT EXIT 48, TAKE RAMP RIGHT AND FOLLOW SIGNS FOR THOMAS RD. TURN LEFT ONTO E. THOMAS RD. TURN RIGHT ONTO N. SCOTTSDALE RD. TURN LEFT ONTO E. MAIN ST. ARRIVE AT E. MAIN ST ON THE LEFT. THE VERIZON ANTENNAS ARE ON THE TRAFFIC SIGNAL POLE LOCATED ON THE SW CORNER OF E. MAIN ST & N. SCOTTSDALE RD.



CLIENT
verizon
126 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
FACILITIES SIGNATURE	
REAL ESTATE SIGNATURE	

PLANS PREPARED BY
young design corp
architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9608
e mail: corporate@ydcoffice.com

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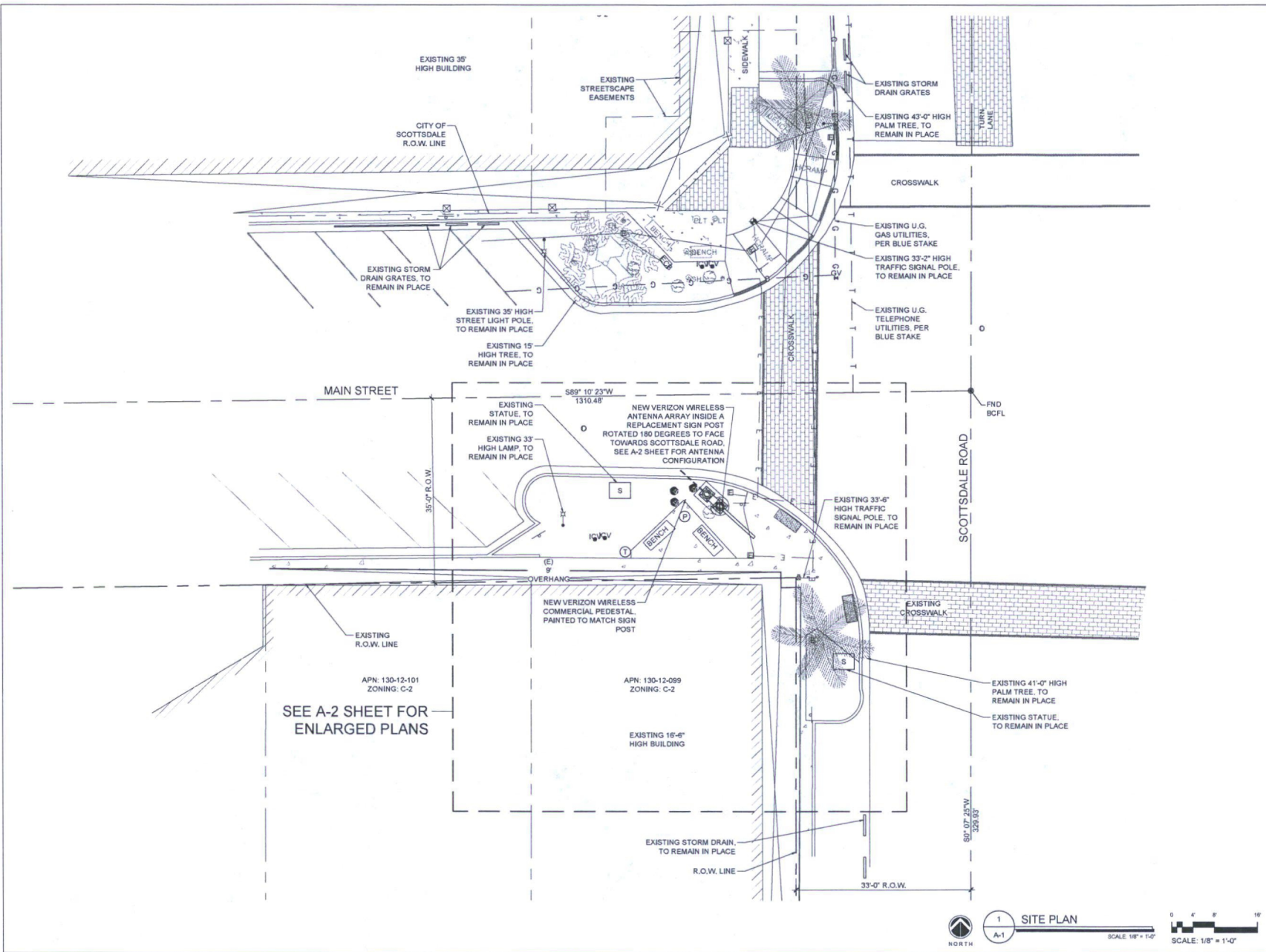
ARCHITECTS JOB NO.
YDC-6199

PROJECT INFORMATION
PHO_ZUZU-VALLEYHO_2_SC
SCOTTSDALE RD & MAIN ST
SCOTTSDALE, AZ 85251

SHEET TITLE
TITLE SHEET

JURISDICTION APPROVAL

SHEET NUMBER
T-1



CLIENT

verizon
 126 W. GEMINI DR.
 TEMPE, AZ 85283

INTERNAL REVIEW _____ DATE _____

CONSTRUCTION SIGNATURE _____

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REAL ESTATE SIGNATURE _____

PLANS PREPARED BY
young design corp
 architecture / project management
 10245 E. Via Linda, Scottsdale, AZ 85258
 ph: 480 451 9609 fax: 480 451 9608
 e mail: corporate@ydcoffice.com

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PROJECT INFORMATION

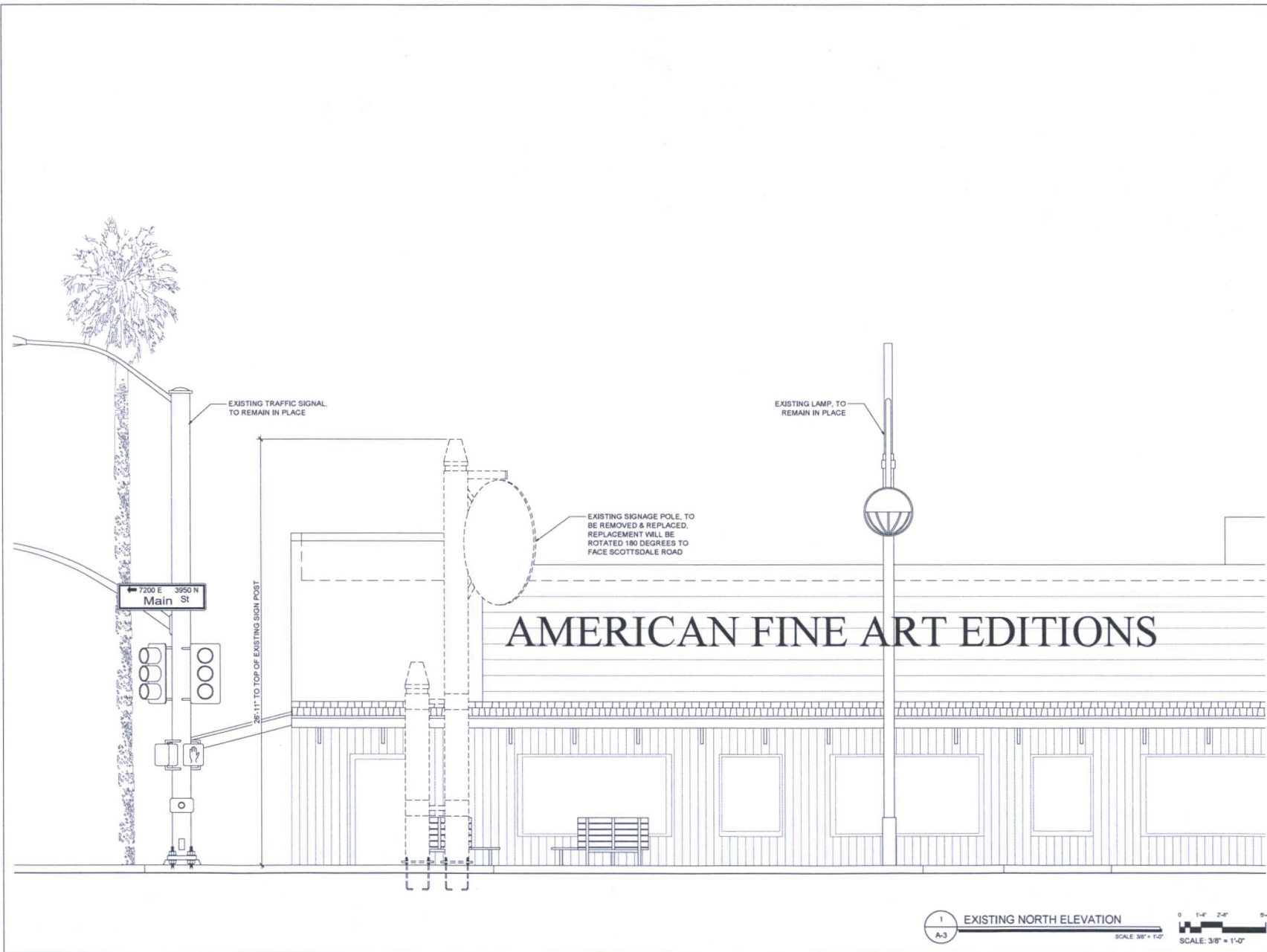
PHO_ZUZU-VALLEYHO_2_SC
 SCOTTSDALE RD & MAIN ST
 SCOTTSDALE, AZ 85251

SHEET TITLE
OVERALL SITE PLAN

JURISDICTION APPROVAL _____

SHEET NUMBER
A-1





1 EXISTING NORTH ELEVATION
 A-3
 SCALE: 3/8" = 1'-0"
 SCALE: 3/8" = 1'-0"

CLIENT

verizon
 126 W. GEMINI DR.
 TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
FACILITIES SIGNATURE	
REAL ESTATE SIGNATURE	

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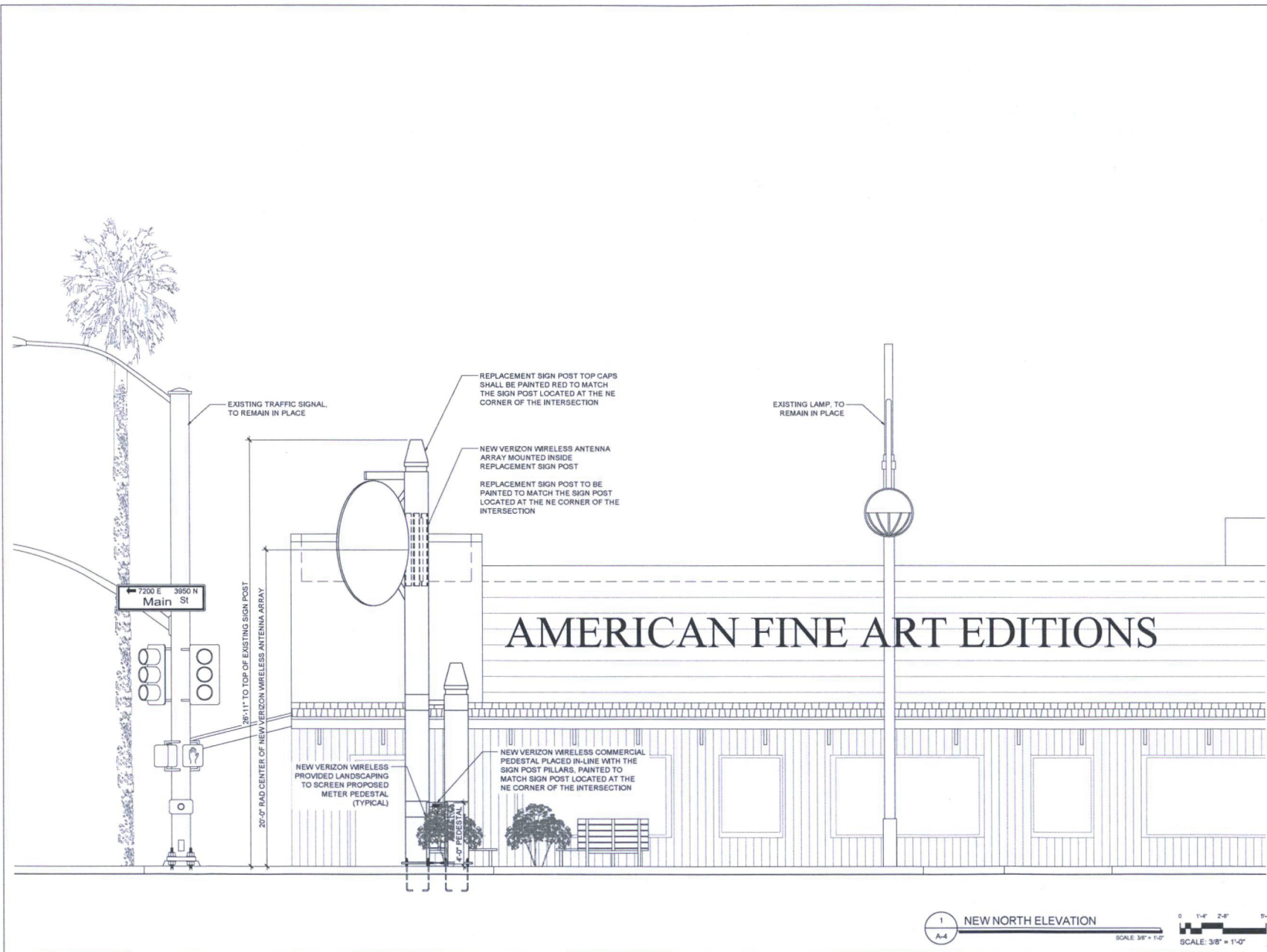
ARCHITECTS JOB NO.
 YDC-6199

PROJECT INFORMATION
 PHO_ZUZU-VALLEYHO_2_SC
 SCOTTSDALE RD & MAIN ST
 SCOTTSDALE, AZ 85251

SHEET TITLE
 EXISTING ELEVATION

JURISDICTION APPROVAL

SHEET NUMBER
A-3



AMERICAN FINE ART EDITIONS

1 NEW NORTH ELEVATION
 SCALE: 3/8" = 1'-0"
 SCALE: 3/8" = 1'-0"

CLIENT

verizon
 126 W. GEMINI DR.
 TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
FACILITIES SIGNATURE	
REAL ESTATE SIGNATURE	

PLANS PREPARED BY
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 architecture / project management
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 e mail: corporate@ydcoffice.com

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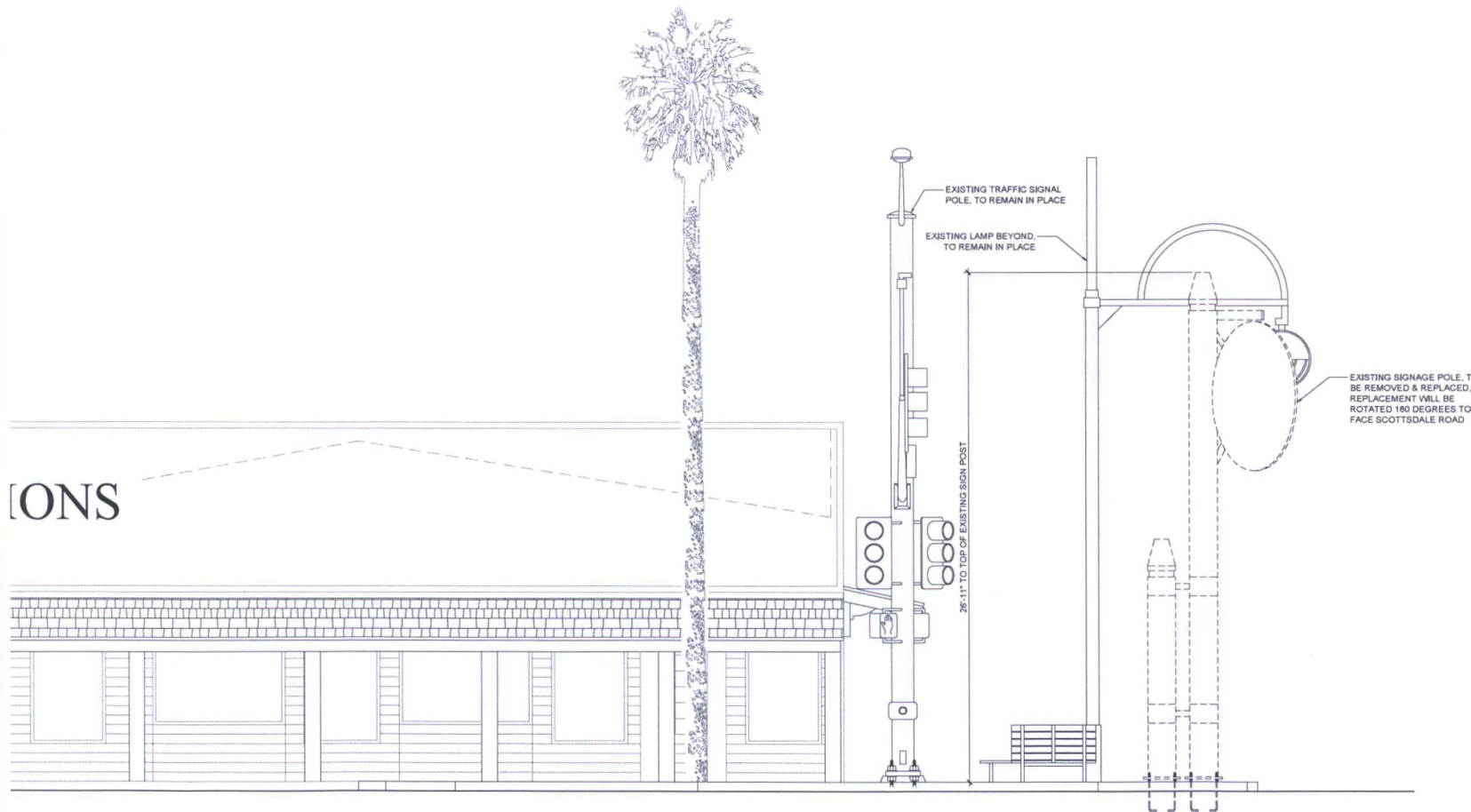
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 YDC-6199

PROJECT INFORMATION
 PHO_ZUZU-VALLEYHO_2_SC
 SCOTTSDALE RD & MAIN ST
 SCOTTSDALE, AZ 85251

SHEET TITLE
 NEW ELEVATION

JURISDICTION APPROVAL

SHEET NUMBER
A-4



[ONS

1 EXISTING EAST ELEVATION
A-5



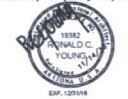
CLIENT

verizon
126 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW	DATE
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RF SIGNATURE	
FACILITIES SIGNATURE	
REAL ESTATE SIGNATURE	

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architecture / project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9608
e mail: corporate@ydcoffice.com

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YDC-6199

PROJECT INFORMATION
PHO_ZUZU-VALLEYHO_2_SC
SCOTTSDALE RD & MAIN ST
SCOTTSDALE, AZ 85251

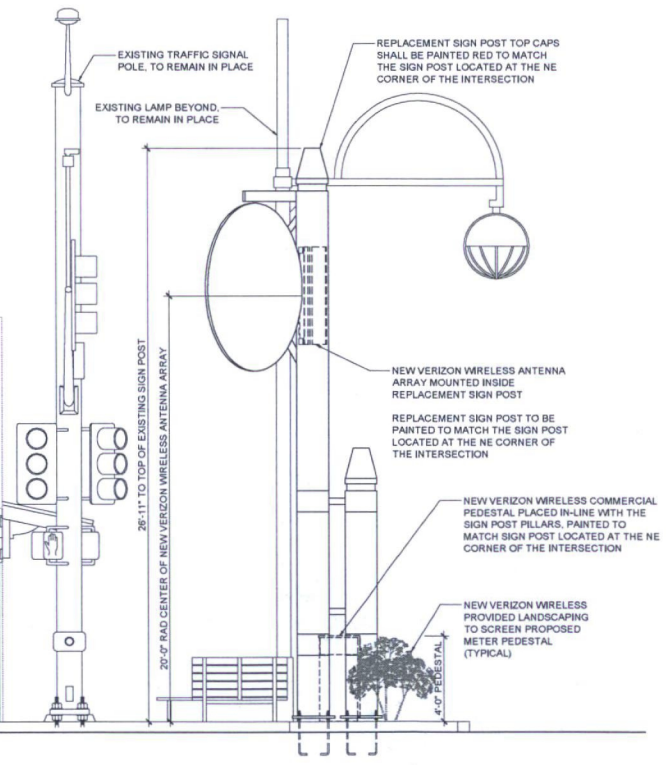
SHEET TITLE
EXISTING ELEVATION

JURISDICTION APPROVAL

SHEET NUMBER
A-5



[ONS



1 NEW EAST ELEVATION
A-6

SCALE: 3/8" = 1'-0"
0 1'-0" 2'-0" 5'-0"

CLIENT

verizon
126 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
FACILITIES SIGNATURE	
REAL ESTATE SIGNATURE	

PLANS PREPARED BY
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10245 E. Via Linda, Scottsdale, AZ 85258
ph: 480 451 9609 fax: 480 451 9608
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1982 DONALD C. YOUNG
REGISTERED PROFESSIONAL ENGINEER
STATE OF ARIZONA
NO. 131916

NO.	DATE	DESCRIPTION
0	9/27/2016	SUBMITTAL

ARCHITECTS JOB NO.
YDC-6199

PROJECT INFORMATION
PHO_ZUZU-VALLEYHO_2_SC
SCOTTSDALE RD & MAIN ST
SCOTTSDALE, AZ 85251

SHEET TITLE
NEW ELEVATION

JURISDICTION APPROVAL

SHEET NUMBER
A-6

Exhibit C

Requirements for Letter of Credit

(See attached)

Standards for Letters of Credit

In addition to any other requirements imposed upon a letter of credit (the "Letter of Credit") issued pursuant to this Agreement, each Letter of Credit shall meet and be governed by the following additional standards and requirements:

1. Letter of Credit Requirements. The Letter of Credit shall be printed on Bank Safety Paper. The following terms and no others shall be stated on the face of the Letter of Credit:

- 1.1 The Letter of Credit is clean, unconditional, and irrevocable.
- 1.2 The Letter of Credit is payable to City upon presentation of the City's draft.
- 1.3 City may make partial draws upon the Letter of Credit.
- 1.4 The Letter of Credit is conditioned for payment solely upon presentation of a sight draft and a copy of the Letter of Credit.
- 1.5 Within ten (10) days after City's draft on the Letter of Credit is honored, City must make the original of the Letter of Credit available to the issuer in Maricopa County, Arizona upon which the issuer may endorse its payments.
- 1.6 The issuer specifies a telefax number, email address, and street address at which City may present drafts on the Letter of Credit.
- 1.7 The Letter of Credit is valid until a specified date.
- 1.8 The Letter of Credit will be automatically renewed for successive one (1) year periods, unless at least one hundred twenty (120) days prior to expiration the issuer notifies City in writing, by either registered or certified mail, that issuer elects not to renew the Letter of Credit for the additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available by draft on or before the then current expiration date.
- 1.9 The Letter of Credit is otherwise subject to the most recent edition of the Uniform Customs and Practices for Documentary Credits, published by the International Chamber of Commerce.

1.10 The Letter of Credit need not be transferable.

2. Approved Forms. The form of the Letter of Credit and of drafts upon the Letter of Credit shall be as follows:

2.1 Except as approved in writing by City's Chief Financial Officer or designee, the form of the Letter of Credit shall be in the form set out below.

2.2 Except as approved in writing by City's Chief Financial Officer or designee, the form of drafts upon the Letter of Credit shall be in the form set out below.

3. Issuer Requirements. The issuer of the Letter of Credit shall meet all of the following requirements:

3.1 The issuer shall be a federally insured financial institution with offices in Maricopa County, Arizona, at which drafts upon the Letter of Credit may be presented.

3.2 The issuer shall be a member of the New York Clearing House Association or a commercial bank or trust company satisfactory to City.

3.3 The issuer shall have a net worth of not less than \$1 billion.

Form Of Letter Of Credit

Date _____, 20__

Letter of Credit No.: _____

Financial Services General Manager
City of Scottsdale
Suite 210
7447 E. Indian School Road
Scottsdale, AZ 85253

Dear Sir or Madam:

We hereby establish our clean, unconditional and irrevocable Letter of Credit in your favor at the request and for the account of _____ in the aggregate amount of _____ (\$ _____), available upon presentation of your draft in the form attached hereto as **Schedule 1**.

We will honor each draft presented to us in compliance with the terms of this Letter of Credit. Partial draws are permitted. Each draft must be accompanied by a copy of this Letter of Credit. Within ten (10) days after we honor your draft, you must make the original of this Letter of Credit available to us in Maricopa County, Arizona upon which we may endorse our payment. Drafts may be presented by any of the following means:

- 1. By telefax to (____) _____.
- 2. By email to _____.
- 3. By hand or overnight courier service delivery to:
[This address must be in Maricopa County, Arizona.]

- 4. By hand or overnight courier service delivery to:
[This address need not be in Maricopa County, Arizona]

This Letter of Credit is valid until _____, 20__ and shall thereafter be automatically renewed for successive one (1) year periods, unless at least one hundred twenty (120) days prior to expiration we notify you in writing, by either registered or certified mail, that we elect not to renew the Letter of Credit for such additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available upon your presenting to us your draft on or before the then current expiration date.

This Letter of Credit is subject to the UCP600. This Letter of Credit is not assignable.

_____ [bank name] _____, a _____
By _____ [bank officer's signature] _____
_____ [bank officer's name printed] _____
Its _____ [bank officer's title] _____
Phone: _____ [bank officer's phone number] _____

Form Of Draft On Letter Of Credit

To: _____

From: Financial Services General Manager
City of Scottsdale
Suite 210
7447 E. Indian School Road
Scottsdale, Arizona 85253

Date: _____, 20____

Ladies and Gentlemen:

Pursuant to your Credit No. _____, the City of Scottsdale hereby demands cash payment in the amount of _____ (\$_____).

Please make your payment to the City of Scottsdale in the form of a wire deposit to:

If such deposit cannot be accomplished immediately for any reason, please make your payment in the form of a cashier's check issued by your institution and delivered to me at the address listed above.

I certify that I am the Financial Services General Manager of the City of Scottsdale.

If there is any imperfection or defect in this draft or its presentation, please inform me immediately at 480-312-2427 so that I can correct it. Also, please immediately notify the City Attorney at 480-312-2405.

Thank you.

City of Scottsdale, Financial Services General Manager

Exhibit D
Form of Assumption

(See attached)

