

CITY OF MARICOPA PUBLIC RIGHT-OF-WAY USE AGREEMENT FOR FIBER BASED SMALL WIRELESS NETWORK AND ACCESS TO RIGHT-OF-WAY POLES

THIS LICENSE ("License") is issued by the City of Maricopa, an Arizona municipal corporation ("City") to Crown Castle Fiber LLC, a New York limited liability company ("Licensee") (City and Licensee are each a "Party" and collectively the "Parties") effective _____ ("Effective Date").

RECITALS

- A. Licensee applied for and on or about _____, Licensee received a Certificate of Convenience and Necessity from the Arizona Corporation Commission to provide private line telecommunication services within Arizona; and
- B. On or about _____, Licensee applied to the City for permission to construct, install, operate, maintain, and use the Public Rights of Way within the City to provide Telecommunications Services (Class 4 License) and Fiber Optic Cable, Interstate Services, and Other Communication Facilities (collectively "Interstate Telecommunication Services") (Class 5 License) as appropriate; and
- C. By the authority conferred by A.R.S. §§ 9-581 through 9-583, the City of Maricopa Adopted Design Standards, the City is authorized to grant this License; and
- D. The City Council has authorized the Mayor or her designee to execute a license with Licensee to construct, install, operate, maintain, and use a System (defined hereinafter) in, along, under, over, and across certain Public Rights-of-Way within the City. to provide Telecommunications Services and Interstate Telecommunications Services as appropriate.

LICENSE

NOW, THEREFORE, City hereby grants Licensee this License under the following terms and conditions:

SECTION 1. DEFINITIONS

For the purpose of this License, unless the context otherwise requires, the following terms, phrases, words, and their derivatives have these meanings. When not inconsistent with the context, words in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely directory. The terms, phrases, words, and their derivatives used in this License have the meanings given in the City of Maricopa Adopted Design Standards. If a conflict or ambiguity exists among the definitions in Arizona Revised Statutes, the Maricopa City Code, and this License, the definitions in the following order prevail and control: (1) Arizona Revised Statutes; (2) City of Maricopa Adopted Design Standards; (3) this License. Additional definitions for this License include:

"ACC" means the Arizona Corporation Commission.

"Annual Small Wireless Facility License Fee" means the annual fee for the placement of a Small Wireless Facility in the Public Rights-of-Way".

"A.R.S." means Arizona Revised Statutes, as amended.

"Below Grade" means any depth that is a maximum of 2 inches below any established surface unless the asset is transitioning to a structure including but not limited to a hand hold, splice cabinet, meter pedestal, pole, or junction box.

"Cable Services", "Cable System", "Video Services", and "Video Services Network" have the same meaning as defined in City of Maricopa Adopted Design Standards of the Maricopa City Code.

"City" means the City of Maricopa, Arizona.

"City Council" means the Council of the City of Maricopa.

"Commercial Mobile Radio Services" means two-way voice commercial mobile radio services as defined by the Federal Communications Commission in 47 United States Code Section 157.

"Right-of-way Permit" means the nonexclusive permission granted by the City to Licensee within the Public Rights-of-Way for the specific location of Licensee's System, and includes fees (if any) for the specific location, and other terms and conditions in accordance with the City Code, applicable Rights-of-Way construction regulations and other applicable law.

"Environmental Laws" means all federal, state, and local laws, ordinances, rules, regulations, statutes, and judicial decisions now or subsequently in effect, in any way relating to or regulating human health, or safety, or industrial hygiene, or environmental conditions, or protection of the environment, or prevention or cleanup of pollution or contamination of the air, soil, surface water, or ground water.

"FCC" means the Federal Communications Commission.

"Hazardous Substances" means those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Laws and the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

"Interstate Telecommunications Services" means a telecommunications corporation that places underground or above ground facilities in the Public Rights-of -Way, exclusive of facilities used by the local networks and the portion of the interstate network that carries intrastate calls for interstate telecommunications services.

"License" means this non-exclusive authorization granted by the City to construct, operate, maintain, reconstruct, repair, and remove the System.

"Licensee" means Crown Castle Fiber LLC, a New York limited liability company, and to which this License is granted.

"Licensor" means the City of Maricopa, Arizona, a municipal corporation of the State of Arizona as represented by the City Council and acting through the City Manager or the City Manager's designee.

"Pre-existing Environmental Condition" means the presence, emission, disposal, discharge, or release of any Hazardous Substance at, in, on, under, or about the System, however caused, existing prior to the placement of the System within the Public Rights-of-Way, whether the nature and extent of such contamination is known or unknown at the time.

"Provider" means a telecommunications corporation that constructs, installs, operates, or maintains telecommunications facilities or interstate telecommunications services in the Public Rights-of-Way.

"Public Rights-of-Way" means all roads, streets, alleys, and all other dedicated public rights-of-way and public utility easements located within the City's corporate boundaries.

"System" means Licensee's infrastructure and communications facilities and equipment including, but not limited to, conduit, fiber optic cables, splice cases, manholes, hand holes, small wireless facilities, and related and associated equipment installed in the Public Rights- of- Way, and when specifically authorized by the City, and which are used to provide Telecommunication Services and Interstate Telecommunication Services.

“Small Wireless Facility” Means a wireless facility that meets both of the following qualifications:

(a) All antennas are located inside an enclosure of not more than six cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of the antenna's exposed elements could fit within an imaginary enclosure of not more than six cubic feet in volume.

(b) All other wireless equipment associated with the facility is cumulatively not more than twenty-eight cubic feet in volume, or fifty cubic feet in volume if the equipment was ground mounted before August 9, 2017. The following types of associated ancillary equipment are not included in the calculation of equipment volume pursuant to this subdivision:

- (i) An electric meter.
- (ii) Concealment elements.
- (iii) A telecommunications demarcation box.
- (iv) Grounding equipment.
- (v) A power transfer switch.
- (vi) A cutoff switch.
- (vii) Vertical cable runs for the connection of power and other services.

"Telecommunications" has the same meaning as defined in A.R.S. sec. 9-581(4), as amended.

"Telecommunications Corporation" has the same meaning as defined in A.R.S. sec. 9-581(5), as amended.

"Telecommunications Services" has the same meaning as defined in A.R.S. sec. 9-581(6), as amended.

"Underground" means any depth that is at least 24 inches deep unless the asset is transitioning to a structure including but not limited to a hand hold, splice cabinet, meter pedestal, pole or junction box.

SECTION 2. PERMISSION GRANTED

2.1. Grant. Subject to the provisions of this License, including but not limited to, City of Maricopa Adopted Design Standards, City Code, and Arizona and federal law in the exercise and performance of its rights and obligations under this License. the City authorizes and permits licensee to enter upon the Right-of-Way and to construct, attach, install, operate, remove, relocate, repair, and maintain fiber based Small Wireless Facility network during the Term. Where necessary, the licensee shall obtain permission to attach to any third-party Utility Poles, conduits or related facilities. Licensee understands that this Agreement does not provide licensee the exclusive use of the Right-of-Way and that the City has the right to permit other telecommunication service providers to install equipment or devices in the Right-of-Way.

2.1.1 At any time during the term of this License, Licensee may apply to the City for right-of-way permits that set forth the specific location of Licensee's System, fees (if any) for the specific location, and other terms and conditions. The City may approve, deny, or conditionally approve Licensee's right-of-way permit application based on the following but not exclusive reasons: (i) availability of space at the location sought by Licensee; (ii) public health, safety, and welfare; and (iii) other considerations in accordance with the City Code, applicable construction regulations, and other applicable law.

2.1.2 Subject to the permission of the affected property owner, this License also authorizes Licensee to place its System on property owned by third parties, such as an electric utility company or other private property owners. Provided; however, the System installed or constructed by Licensee on the private property satisfies applicable Rights-of-Way Construction regulations and is installed in

accordance with applicable law including the city's adopted design standards. Upon request from the City, Licensee must promptly furnish to the City documentation of the third party's permission. By executing this License, the City does not waive any rights that City may have against any public utility or other third party to require such owners to obtain the City's prior approval for such uses of their property or facilities, or that revenues received by any public utility or other property owner from Licensee be included in the computation of the use fees owed by such parties to the City. Nothing contained in this paragraph or in this License authorizes Licensee to enter into an agreement with any third party that results in aerial overlash of existing plant whether owned or leased from a third party.

- 2.1.3 Excepting maintenance or like for like replacements, no component or part of Licensee's System may be installed, constructed, located on, or attached to any property within the City until Licensee has applied for and received approval for an right-of-way permit under City of Maricopa Adopted Design Standards. Additionally, Licensee must comply with all other provisions of the City Code including, but not limited to, Chapter 18 zoning, and other applicable City regulations.
- 2.1.4 Any right or privilege claimed under this License by Licensee for any use in the Public Rights of Way is subordinate to any City prior or subsequent lawful occupancy or use or any other governmental entity and is subordinate to any prior easements. Provided; however, nothing in this License extinguishes or otherwise interferes with the Parties' property rights established independently of this License.
- 2.1.5 Nothing in this License will be construed to prevent the City from abandoning, altering, improving, repairing, or maintaining the City's facilities in the Public Rights-of-Way, and for any or more of such purposes or any other lawful purpose requiring Licensee, at Licensee's expense and no expense to the City, to remove, relocate, or abandon in place Licensee's System to accommodate the City's projects and activities. The City will not be liable for Licensee's lost revenues, however caused, due to any City activity or project in the Public Rights-of-Way or on other property, when such costs or lost revenues result from the construction, operation, or maintenance of City facilities and any other lawful project or activity by the City. Provided; however, the City's activities and projects that result in such costs or lost revenues to Licensee are conducted in accordance with applicable laws and regulations.

2.2 Description of the Services, System, and its Construction.

- 2.2.1 Licensee uses its System to provide telecommunications and communication services, including transport data networking, enterprise data and voice services, high speed internet, and operation of Small Wireless Facility networks and virtual private networks. Licensee represents and warrants that Licensee does not provide services that are considered multichannel video programming services, video services provided by an open video system, or cable television or video services.
- 2.2.2 Licensee represents and warrants that Licensee's Certificate of Convenience and Necessity ("CC&N") authorizes Licensee to provide intrastate competitive telecommunications services, including local exchange services and intraLATA toll services.
- 2.2.3 As part of Licensee's authorized System, Licensee may install empty conduit Small Wireless Facilities, and fiber optic lines needed to operate Small Wireless Facilities within the Public Rights-of-Way
- 2.2.4 Licensee must obtain the proper and necessary right-of-way permit before Licensee begins any work or construction in the Public Rights-of-Way.
- 2.2.5 Unless required otherwise by applicable law, Licensee's must install and construct Licensee's System below grade with surface mounted hand holes for access to the fiber for splicing. Licensee may lease conduit or fiber as deemed necessary from other licensees. This license permits Licensee's construction of its System within the Public Rights-of-Way. It is the Parties' intent that the Parties will work to minimize inconvenience to Maricopa residents and other Public Rights-of-Way users. Before

Licensee installs the System, Licensee must submit specifications for proposed manholes and pull boxes to the City for approval, which approval the City will not unreasonably delay or withhold. All work on Licensee's System must comply with the Uniform Standard Specifications for Public Works Construction sponsored and distributed by the Maricopa Association of Governments as amended (hereinafter referred to as "MAG Specs"), the City supplements to MAG Specs, all lawful and reasonable requirements of the City of Maricopa Adopted Design Standards Manual, and must follow and comply with industry best practices and standards unless modifications or special circumstances are authorized by the licensor. Nonetheless, Licensee must build the System in accordance with plans approved by the City.

- 2.2.6 Any changes to the System must be approved in writing by the City Engineer's designee, which approval will not be unreasonably withheld or delayed.
- 2.2.7 Licensee must retain at Licensee's cost an independent testing service to perform the applicable MAG tests as requested by City, subject to approval by the City, that are necessary to construct the System. All testing results must be sent to the City within 3 business days of Licensee's possession or knowledge of the results.
- 2.2.8 Licensee's installation of the System must be reasonably coordinated with other utilities and the City to accommodate opportunities for common installation along with Licensee's project as set forth in this License. In accordance with applicable law, all installations must be located below grade and approved by the City through the permitting process. Provided; however, nothing in this License requires Licensee to incur any material additional expense to accommodate common installations. The provisions relating to material additional expense in the foregoing sentence relate only to coordinated common installations and are not applicable to any other section of this License.

2.3 Location of the System.

- 2.3.1 At the time of proposed construction, Licensee must submit a right-of-way permit application(s) together with the details, plans, and specifications for the City's review and approval, and pay all applicable application, review, and inspection fees before any and all construction work is performed under the rights and privileges granted under this License. This work includes but is not limited to the installation, operation, maintenance, and location of any and all of the System. The proposed locations of Licensee's planned installation of its System including related facilities or equipment is depicted on the map attached and made a part of this License as Exhibit A ("Service Area"). The System must be depicted more specifically on engineering drawings provided to the City as part of the right-of-way permit process and must be updated annually on the anniversary date of this License in accordance with section 4.2.5. Proposed locations of the System that are part of any right-of-way permit(s) must also be made a part of a general depiction of Licensee's System in Exhibit A and must be updated at the time of License renewal or amendment.
- 2.3.2 Although the exact placement and location of Licensee's System shall be determined by the City through the Small Cell Wireless Permit process, Licensee has expressed its intent and the City has expressed its desire to have the Small Wireless Facilities installed outside of the paved street areas whenever such location is feasible and reasonable. Further, it is the intent and desire of both Parties that when it is necessary for the System to intersect City streets or be placed under paved areas, Licensee shall use directional boring unless a deviation is authorized by the City Engineer.
- 2.3.3 If Licensee desires to change the location of any of the System, including any related facilities or equipment, from the location depicted in initial Small Cell Wireless Permit, Licensee must submit revised plans to apply for and obtain approval for an amendment to the right-of-way permit prior to installation and construction of the facilities or equipment.

SECTION 3. SCOPE

3.1 Licensing Requirements. This License satisfies the licensing requirements of and is in accordance with the provisions of City of Maricopa Adopted Design Standards.

3.2 Use of Licensee's System by Others. This License authorizes Licensee in its ordinary course of business: (i) to lease to or contract with others for use of all or part of the System, except to aerial overlash, attach to poles and/or store aerial fiber for purposes of leasing or contracting with others for use of all or part of the system, and (ii) to sell dark fibers, if any, conduit, or any other facilities that are parts of the System to others that have an agreement, franchise, or other licenses with the City to use the Public Rights-of- Way. Under (ii), Licensee must first provide written notice to the City of the identity of the proposed user or purchaser and a description of the proposed use or sale arrangement. In the event the lease or agreement provides for the other entity to construct, install, operate, or maintain any of Licensee's System, no such arrangement shall proceed until the other entity enters into a License with the City for use of the Public Rights-of-Way.

3.2.1 Licensee may not allow third parties to use its System for any use that Licensee itself does not have the authority under this License.

3.2.2 Licensee may enter into agreements with unrelated third-party Telecommunications Corporations in the ordinary course of business for the resale of Telecommunications Services. Such Agreements ("User Contracts") are subject to all requirements and provisions of this License.

3.3 Co-location. Licensee's installation of the System must be reasonably coordinated with other utilities and the City to accommodate opportunities for common installation along with Licensee's project as set forth in this License. All installations must be located in conduit as approved by the City Engineer.

3.4 Compliance with Laws.

3.4.1 Licensee must comply with all applicable laws as amended from time to time including but not limited to, City of Maricopa Adopted Design Standards, City Code, and Arizona and federal law in the exercise and performance of its rights and obligations under this License. If it is necessary for Licensee to comply with any law or regulation of the FCC or the Arizona Corporation Commission ("ACC") to engage in the business activities anticipated by this License, Licensee must comply with such laws or regulations as a condition precedent to exercising any rights granted by this License. Provided; however, no such law or regulation of the FCC or ACC may enlarge or modify any of the rights or duties granted by this License without a written modification to this License.

3.4.2 *Intentionally Omitted.*

3.5 Reports.

3.5.1 Upon request, Licensee will provide to City copies of any communications and reports submitted by Licensee to the FCC or any other federal or state regulatory commission or agency with jurisdiction in to any matters that directly affect this License.

3.5.2 In addition to the reports required in Section 4.2.3 of this License, upon City's request, Licensee will provide City with regular reports, as reasonably needed, to establish Licensee's compliance with the various requirements, fees, and other provisions of this License.

3.6 Non-Interference.

3.6.1 Licensee's System must be constructed, installed, operated, and maintained to interfere as little as possible with traffic or other authorized uses over, under, or through the Public Rights-of-Way. All phases of permitting, construction, traffic control, backfilling, compaction and paving, and the location or relocation of the System are subject to the City's jurisdiction as described in MAG, City supplements to MAG, and the City of Maricopa Adopted Design Standards Manual. Licensee must keep accurate construction and installation records of the location of all its System and facilities, both aboveground and underground within the CITY and furnish them to CITY within thirty (30) days of installation.

Licensee must furnish such information in an electronic format compatible with the then current CITY electronic format.

- 3.6.2 Licensee must locate and relocate, at its own expense, any facilities, equipment or other right-of-way installed or maintained in, on, or under the Public Rights-of-Way as may be necessary to facilitate any public purpose or any City project or activity whenever directed to do so by City in writing on a non-discriminatory basis. Such relocations must be accomplished in accordance with the directions from City including the City's construction schedule and made under the same terms and conditions as the initial installation allowed pursuant to this License and right-of-way permit. Licensee must reimburse the City for any direct or indirect damages incurred by the City as a result of delays in locations or relocations as required by this paragraph if caused by Licensee's negligence, or willful misconduct.
- 3.6.3 Licensee agrees to obtain permits as required by this License prior to removing, abandoning, relocating, or repairing any portion of its System in the Public Rights-of- Way. Notwithstanding the foregoing, City understands and acknowledges there may be instances when Licensee is required to make repairs that are of an emergency nature or in connection with an unscheduled disruption of the System. Licensee will maintain any annual permits required by the City for such repairs. Licensee will notify City, if practicable, before the repairs and, if prior notice is not practicable, will apply for and obtain the necessary permits the next business day after the repairs are initiated.

3.7 Reservation to City. There is hereby reserved to City every right and power required pursuant to this License to be herein reserved or provided by any ordinance of the City, and Licensee by its execution of this License agrees to be bound thereby and to comply with any action or requirements of City in its exercise of such rights or power, heretofore or hereinafter enacted or established. Neither the granting of any License nor any provision hereof shall constitute a waiver or bar to the exercise of any governmental right or power of City.

SECTION 4. FEES, CHARGES, LETTER OF CREDIT, SECURITY FUND, DAMAGE TO THE PUBLIC RIGHTS-OF-WAY

Licensee will be solely responsible for the payment of all fees and charges in connection with Licensee's performance under this License, including those set forth below.

4.1 Application Fee. Licensee must pay the City a fee in the amount of \$3,000.00 to process the application for this License before approval of this License is submitted to the City Council.

4.2 Annual Fee.

- 4.2.1 The Parties acknowledge that applicable Arizona law prohibits the City from charging a recurring right-of-way use fee (Annual Fee) to providers of intrastate telecommunications services. Therefore, an Annual Fee will not be charged for the portion of Licensee's System that is used for the operation of the Small Wireless Facility network providing intrastate telecommunications services i.e. those services where Licensee operates and maintains that service in accordance to an Arizona Certificate of Convenience and Necessity (CC&N). Any linear feet fiber, trench or bore solely dedicated to the licensee's fiber-based Small Wireless Facility network providing intrastate telecommunications services, shall not be subject to linear foot fees.
- 4.2.2 If Licensee's System carries interstate traffic between and among Licensee's interstate points of presence or leases its dark fiber to another carrier for purposes of carrying interstate traffic between and among that telecommunications corporation's interstate points of presence, Licensee must pay \$2.27 (for calendar year 2024) per linear foot of trench located in the Public Rights-of-Way for such use.
- 4.2.3 If Licensee's System carries interstate traffic between and among Licensee's interstate points of presence or leases its dark fiber to any entity not included in Section 4.2.2 of this License, Licensee must pay the City \$2.27 (for calendar year 2024) per linear foot of trench located in the Public Rights-of-Way for such use.

- 4.2.4 If Licensee places empty conduit or fiber optic lines in the Public Rights-of-Way for services other than those listed in Section 4.2.1 including, but not limited to, carrying interstate traffic between and among Licensee's interstate points of presence or leases its dark fiber to another carrier for purposes of carrying interstate traffic between and among that telecommunications corporation's interstate points of presence, Licensee must pay the City \$2.27 (for calendar year 2024) per linear foot of trench.
- 4.2.5 On annual anniversary of the Effective Date, Licensee will report to the City the amount of linear feet of trench permitted and installed in the Public Rights-of-Way, if any, that is subject to the Annual License Fee. The Annual License Fee for the coming year is calculated by multiplying the current annual per linear foot fee, as adjusted by annual CPI under section 4.2.7 for the year of payment, by the linear footage of trench permitted or installed in the Public Rights-of-Way. The City must receive the Annual License Fee before the City will issue any new right-of-way permits for additional facilities or equipment in the Public Rights-of-Way. The Licensee shall pay an Annual Small Wireless Facility License Fee of \$50 per site installed in the Public Rights-of-Way.
- 4.2.6 In the event Licensee cancels or returns a permit and does not construct or install the System approved by such a permit, the fees Licensee previously paid for the respective permit may be applied as a credit to a future Annual License Fee or may be refunded to Licensee by City.
- 4.2.7 The Annual License Fee will be adjusted based on the percentage of change in the consumer price index ("CPI") for the previous twelve month period. Any increase in the Annual License Fee will be referred to herein as the "Adjusted Fee." In no event may the Adjusted Fee be less than the Annual License Fee for the prior year. For purposes of this License, CPI is defined as the Western Region Consumer Price Index for All Urban Customers, All Items, as published by the Bureau of Labor Statistics (BLS), United States Department of Labor. Base period 1982-84 = 100. Adjusted Fees will be effective upon the next subsequent anniversary of the Effective Date. The change in CPI will be calculated based on the change in the CPI for the previous twelve month period. The City will compute the Adjusted Fee as follows. The following example illustrates calculation of the change factor for a twelve month period ending in January 2018.

CPI January 2018	258.638
CPI January 2017 (prior year)	250.814
Calculated change in CPI	258.638/250.814
Change in CPI	1.031 (rounded to nearest tenth) = 3.1%

In the event that the BLS ceases publication of the specified CPI, City and Licensee may determine an agreeable inflation index that most clearly approximates the Western Region CPI for the remaining term of the License.

4.3 [Intentionally Omitted].

4.4 In Kind. This License does not currently require any in-kind payment to City by Licensee. However, the Parties may agree in writing to in-kind payments where mutually agreeable. This subsection imposes no obligation on the City to agree to offset any fees in this License or in any future License. In-kind payment(s) may, at the City's discretion, be made by Licensee in lieu of any or all of the fees specified in the preceding Section 4.2 of this Agreement. In-kind payments issued in lieu of fees shall be subject to separate negotiation and written agreement between Licensee and the City.

4.5 Failure to Pay. Licensee agrees that if it fails to pay any amounts owed to the City by the time prescribed for payment, Licensee must pay interest on the amounts owed, at the rate of one percent (1%) per month.

4.6 Invoice and Payment Information:

4.6.1 The City will send invoices for fees and charges under this License to Licensee at the following address:

Crown Castle Fiber LLC
Attn: SCN Contracts Management
2000 Corporate Drive
Canonsburg, PA 15317
Phone: 724-416-2000
Email: SCNContract.Mgmt@crowncastle.com

- 4.6.2 Licensee will send payment to the City under this License made payable to the “City of Maricopa” at the following address:

City of Maricopa
ATTN: Accounts Payable
39700 West Civic Center Plaza
Maricopa, AZ 85138
Phone: (520) 316-6847

4.7 Taxes. Licensee must obtain any required business/sales tax licenses and pay any applicable City, county, and state transaction privilege and use tax. The Annual Fee must not be an offset to the transaction privilege tax due and owing by Licensee.

4.8 Permit Fees and Construction Costs. In addition to the fees and taxes set forth herein above, Licensee must pay those fees and charges for small cell wireless permit, right-of-way permit applications, inspection, testing, plan review, pavement damage fees, and any other fees adopted by City and applicable to persons doing work in the Public Rights-of-Way. Additionally, if the City elects to retain outside inspectors or other persons to review and inspect Licensee’s plans, specifications and construction of the System, Licensee must reimburse the City for its actual costs incurred in connection therewith.

4.9 Letter of Credit.

4.9.1 Amount; Purpose. Within thirty (30) days after the Effective Date of this License, Licensee must deposit with the City an irrevocable letter of credit (“LOC”) in the amount of \$50,000 (replenishable as specified in Section 4.9.3 below) issued by a federally insured commercial lending institution. The form and substance of said letter of credit must comply with the form, terms and conditions as attached in Exhibit “B” and will be used to assure (a) the faithful performance by Licensee of all provisions of this License; (b) compliance with all orders, permits, and directions of any Department of the City having jurisdiction over Licensee’s acts or defaults under this License; and (c) Licensee’s payment of any penalties, liquidated damages, claims, liens, and taxes due to the City that arise by reason of the construction, operation, or maintenance of the System, including cost of removal or abandonment of any of Licensee’s property.

4.9.2 Drawing on Letter of Credit. The LOC may be drawn upon by the City by presentation of a draft at sight on the lending institution, accompanied by a written certificate signed by the City Manager certifying that Licensee has been found to have failed to comply with this License, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the City with respect to the LOC are in addition to all other rights of the City, whether reserved by this License or authorized by law, and no action proceeding against a LOC will affect any other right the City may have.

4.9.3 Replenishing. The LOC must be structured in such a manner so that if the City at any time draws upon the LOC, upon notice to Licensee by the issuing lending institution, Licensee must immediately increase the amount of available credit by the amount necessary to replenish that portion of the available credit exhausted by the honoring of the City’s draft; provided, however the maximum amount available to be drawn on this LOC for any one event may not exceed \$50,000. The intent of this Section is to make available to the City at all times a LOC in the amount of \$50,000.

4.10 Damage to Public Property. Whenever the installation, removal, or relocation of any of Licensee's System is required or permitted under this License, and such installation, removal or relocation shall cause Public Rights of Way or other property to be damaged, Licensee, at its sole cost and expense, shall promptly repair and return the Public Rights of way or other property to a safe and satisfactory condition in accordance with applicable laws, with provisions in the City of Maricopa Adopted Design Standards Manual and the Maricopa Association of Governments (hereinafter referred to as "MAG") and the City's supplements to MAG, reasonably satisfactory to the City Engineer. If Licensee does not repair the site as just described, then City shall have the option, upon fifteen (15) days prior written notice to Licensee, to perform or cause to be performed such reasonable and necessary work on behalf of Licensee and to charge Licensee for the proposed costs to be incurred or the actual costs incurred by the City at City's standard rates, plus an administrative fee of fifteen percent (15%). Upon the receipt of a demand for payment accompanied by explanation of cost and fees incurred by City, Licensee shall, within thirty (30) days, reimburse City for such costs. For any pavement cuts by Licensee, Licensee agrees to restore the pavement and to reimburse the City for all costs arising from the reduction in the service life of any public road, in accordance with the provisions of City of Maricopa Adopted Design Standards Manual and the fees established by the City pursuant thereto. Licensee agrees to pay within thirty (30) days from the date of issuance of an invoice and explanation of costs and fees from City.

SECTION 5. TERM OF LICENSE

The term of this License and duration of the rights, privileges and authorizations granted hereunder shall be for five (5) years from the effective date of the License. The term may be renewed for additional five year terms upon mutual License in writing of the Parties. A new application fee is required upon each renewal.

SECTION 6. ACCEPTANCE AND EFFECTIVE DATE

6.1 Written Acceptance. Licensee's execution of this License constitutes Licensee's acceptance of the License as granted and its agreement to be bound by and to comply with and to do everything, which is required of the Licensee by this License. Licensee's signature must be acknowledged by Licensee before a notary public. This License is effective upon execution by both Parties.

6.2 Validity of License. Licensee must acknowledge that as a condition of acceptance of this License, Licensee was required to be represented throughout the negotiations of the License by its own attorneys and Licensee had the opportunity to consult with its own attorneys about its rights and obligations regarding the License. Licensee has reviewed City's authority to execute and enforce this License and has reviewed all applicable law, both federal and state, and, after considering same, Licensee acknowledges and accepts the right and authority of City to execute this License, to issue this License and to enforce the terms herein, and Licensee agrees it shall not now or at any time hereafter contest or challenge City's authority under applicable federal, state and local law to enter into and enforce this License in any city, state or federal court or regulatory or administrative agency.

SECTION 7. INSURANCE AND INDEMNITY

7.1 Insurance Responsibility. During the entire term of this License, Licensee must insure its property and activities and must provide insurance and indemnification as follows:

Licensee must procure and maintain, and must cause its contractors to procure and maintain as provided in Section 7.10 below, until all their respective obligations have been discharged, insurance against claims for injury to persons or damage to property which may arise from or in connection with Licensee's obligations under this License and Licensee's activities, including but not limited to the installation, construction, relocation, removal, repair, operation, and maintenance of the System by Licensee, its agents, representatives, employees, or contractors. The insurance requirements herein are minimum requirements for this License and in no way limit the indemnity covenants contained in this License. The City in no way warrants that the minimum limits contained herein are sufficient to protect Licensee from liabilities that might arise out of this License by Licensee, its agents, representatives, employees or contractors, and Licensee is free to purchase such additional insurance as may be determined necessary. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured

retention shall not be applicable with respect to the policy limits provided to the City. Licensee shall be solely responsible for any such deductible or self-insured retention amount.

7.2 Minimum Scope and Limits of Insurance: Licensee must provide coverage with limits of liability not less than those stated below.

7.2.1 Commercial General Liability – Occurrence Form

Said insurance must also include coverage for products completed operations, independent contractors, personal injury, property damage, and advertising injury.

Products – Completed Operations Aggregate	\$10,000,000
Each Occurrence	\$10,000,000

The policy must be endorsed to include the following additional insured language: "The City of Maricopa, its agents, representatives, officers, directors, officials, employees, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by Licensee." This endorsement may not contain an exclusion or limitation of completed operations coverage as regards the additional insured except with respect to the stated aggregate limits of liability.

The policy may not exclude the explosion/collapse/underground ("xcu") hazard.

7.2.2 Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of work under this Agreement.

Combined Single Limit (CSL)	\$1,000,000
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The policy must contain an "MCS-90" endorsement providing for clean-up of pollution conditions arising from transported product, if the work performed under the Agreement requires the transportation of any Hazardous Substances by motor vehicle. The policy must also be endorsed to include the following additional insured language: "The City of Maricopa its agents, representatives, officers, directors, officials, employees, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by Licensee, including automobiles owned, leased, hired, or borrowed by Licensee".

7.2.3 Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against the City of Maricopa.

7.2.4. Pollution Liability:

Each Claim	\$5,000,000
Annual Aggregate	\$5,000,000

The policy must be endorsed to include the following additional insured language: "The City of Maricopa its agents, representatives, officers, directors, officials, employees, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by Licensee."

The policy must include coverage for:

Cleanup of sudden or accidental pollution conditions arising from the System, as defined in the License; cleanup of new conditions arising from Licensee's operations and use of Public Rights-of-Way under this License and third-party claims for on and off-site bodily injury and property damage.

Company warrants that any retroactive date under the policy shall precede the effective date of this License; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this License is completed.

7.2.5. Tech E&O and Network Security & Privacy Liability Insurance (Cyber):

Per Loss	\$10,000,000
Annual Aggregate	\$10,000,000

a. The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this License. In the event that the professional liability insurance required by this License is written on a claims-made basis, Licensee warrants that any retroactive date under the policy shall precede the effective date of this License; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the Effective Date of this License. If such insurance is maintained on an occurrence form basis, Licensee must maintain such insurance for an additional period of one (1) year following termination or expiration of this License. If such insurance is maintained on a claims-made basis, Licensee must maintain such insurance for an additional period of three (3) years following termination or expiration of this License. If Licensee contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), Licensee must provide proof of same.

b. The insurance must provide coverage for the following risks: (i) Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form; (ii) Network security liability arising from the unauthorized access to, use of or tampering with the System including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure; (iii) Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, the System, network or similar computer related property and the data, software, and programs thereon.

c. The policy must provide a waiver of subrogation.

7.3 Additional Insurance Requirements: The policies must be, contain, or be endorsed to contain, the following provisions: Licensee's insurance coverage must be primary insurance and non-contributory with respect to the obligations that Licensee has undertaken under this License. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, volunteers, and employees, for losses arising from work performed by the Licensee under this License. The required limits may be met by any combination of primary and excess or umbrella insurance.

7.4 Notice of Cancellation: Each insurance policy required by the insurance provisions of this License must provide the required coverage and must provide thirty (30) days prior written notice of cancellation to the City except for non-payment of premium for which a ten (10) day notice will be provided. Such notice must be sent directly to the addresses listed below and must be sent by certified mail, return receipt requested:

City of Maricopa
Attn: Development Services
39700 West Civic Center Plaza
Maricopa, AZ 85138

Phone: (520) 316-6920

7.5 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A- VII. City in no way warrants that the above-required minimum insurer rating is sufficient to protect Licensee from potential insurer insolvency.

7.6 Verification of Coverage: Licensee must furnish City with certificates of insurance (ACORD form or equivalent approved by City) as required by this License. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this License must be in effect at or prior to commencement of work under this License and remain in effect for the duration of the License. Failure to maintain the insurance policies as required by this License or to reasonably provide evidence of renewal upon request is a material breach of this License. All certificates required by this License must be sent directly to the City of Maricopa Development Services Department with a copy to Risk Management at the address listed in Section 7.4. The License number and description are to be noted on the certificate of insurance. At City's request, Licensee must make certified copies of all insurance policies required by this License available for City's review through a representative and at Licensee's most proximate business location.

7.7 Approval: Any modification or variation from the insurance requirements in this License must have prior approval from the Office of the City Attorney, whose decision will be final. Such action will not require a formal contract amendment, but may be made by administrative action.

7.8 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this License or any and all Permits and until all obligations and performances under or related to this License are satisfied and all matters described in this paragraph are completely resolved, Licensee shall indemnify, defend and hold harmless City and all other Additional Insureds for, from and against any and all claims or harm related to Licensee's use of the Public Rights-of-Way or the rights granted to Licensee with respect to the Public Rights-of-Way or Licensee's exercise of its rights under this License (the "Indemnity"). Without limitation, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all reasonable attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of Licensee's use of the Public Rights-of-Way pursuant to this License or any and all Permits, or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this License by Licensee, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the Public Rights-of-Way or surrounding areas related to Licensee's exercise of its rights under this License, except to the extent caused by City or any other Additional Insured or anyone for whose mistakes, errors, omissions or negligence City may be liable. Notwithstanding the foregoing, the Indemnity does not apply to: (i) Claims arising from the sole negligence or intentionally wrongful acts of City; or (ii) Claims that the law prohibits from being imposed upon the indemnitor.

7.9 Risk of Loss. Licensee assumes the risk of any and all loss, damage or claims related to Licensee's use of the Public Rights-of-Way, Licensee or third parties throughout the term of this License and the term(s) of any and all Permits. Licensee must be responsible for any and all damage to its property and equipment related to this License unless caused by the negligence of the City or its agents or contractors.

7.10 Insurance to be Provided by Others. Licensee must cause its contractors or other persons occupying, working on or about, or using the Public rights-of-Way under this License to be covered by their own insurance. The required policy limits for insurance provided by such persons shall be: i) commercial general liability One Million Dollars (\$1,000,000) for each occurrence, One Million Dollars (\$1,000,000) for products and completed operations annual aggregate, and Two Million Dollars (\$2,000,000) general aggregate limit per policy year, ii) Automobile Liability One Million Dollars (\$1,000,000) combined single limit; and iii) statutory Worker's Compensation and Employers' Liability One Million Dollars (\$1,000,000). This paragraph does not apply to persons who do not actually perform physical labor in the Public Rights-of-Way (such as Licensee's consulting design engineers).

SECTION 8. TRANSFER OF LICENSE

8.1 No Assignment Without Consent. This License and the related rights and privileges may not be assigned or otherwise transferred without the express written consent of the City by an ordinance or resolution passed by the Maricopa City Council, which consent shall not be unreasonably withheld or delayed. Any License which is assigned or otherwise transferred pursuant to this Section shall be equally subject to all the obligations and privileges of this License including any amendments, which will remain in effect, as if the assigned License was the original License.

8.2 No Lease Without Consent. The License shall not be sublet or assigned, nor shall any of the related rights or privileges be leased, assigned, sold or transferred, either in whole or in part, nor shall title, either legal or equitable, or any right, or property interest pass to or vest in any person other than Licensee, by act of the Licensee or operation of law, without the written consent of City, which consent shall not be unreasonably withheld or delayed. Prior to any proposed assignment becoming final, Licensee must seek the City's consent. Subject to the terms and conditions of this section, Licensee may give permission to another party to: (i) use the System facilities or any portion thereof or (ii) offer or provide capacity or bandwidth from the Wireless Telecommunication Facilities to another party; provided that Licensee at all times retains exclusive control over the System facilities and remains responsible for locating, servicing, repairing, maintaining, replacing, relocating, or removing the System Facilities under the terms and conditions of this License.

8.3 Notice to City. The approval of any change in ownership interest shall include an assignment agreement signed by the assignee, Licensee, and City. Licensee must provide City a copy of the deed, License, mortgage, lease, or other written instrument evidencing such sale, transfer or lease, certified and sworn to as correct by the Licensee. Licensee must notify the City within 60 days of any change in mailing address.

8.4 Binding on Assignee. After assignment, this License, including any amendments, shall be binding on the assignee to the full extent that was binding upon Licensee.

8.5 Conditional Ownership. Nothing in this Section prohibits a pledge, hypothecation, mortgage or similar instrument transferring conditional ownership of all or part of Licensee's assets to a lender or creditor in the ordinary course of business. In the event a lender assumes control of the assets and operation of Licensee, the lender may assume the rights and obligations of the Licensee. The Lender may not transfer or change control of the License without submitting the change to the City for approval. If the lender does continue operation on any basis at any time, the lender shall be subject to all provisions of the License. No later than three years after assumption of control by the lender, the lender shall apply to the City for the right to continue assumption of control or to transfer the License. Application by the Lender for approval of assumption of control or transfer shall be subject to consent by the Maricopa City Council that shall not be unreasonably denied or withheld. A "Lender" for the purposes of this License does not include a Licensee, person or corporation or other entities that operate cable television systems or fiber optics telecommunications systems as a principal or important business. This paragraph is intended to prohibit the intentional use of lending and/or foreclosure as a method for effecting change of control or transfer of the License without City Council review and approval.

8.6 Assignee Warranty. Notwithstanding the foregoing, prior consent shall not be required for transfer to any company which owns or controls, is owned or controlled by, or under common control with the Licensee, provided that, no such transfer will be valid unless Licensee and the proposed transferee submit a binding License and warranty to the City stating that:

8.6.1 The proposed transferee has read, accepts, and agrees to be bound by the terms of the License;

8.6.2 The proposed transferee assumes all obligations, liabilities and responsibility pursuant to the License for the acts and omissions of Licensee, known and unknown, for all purposes, and agrees that the transfer shall not permit it to take any position or exercise any right which Licensee could not have exercised; and

8.6.3 The transfer will not substantially diminish the financial resources available to the Licensee.

8.7 Transfer Description. Prior to executing such transfer described in this Section, Licensee and the proposed transferee shall submit to the City a description of the nature of the transfer, and submit complete information regarding

the effect of the transfer on the direct and indirect ownership and control of the Licensee. Licensee may be required to pay a new application fee of \$3,000 to cover the legal, administrative and other expenses related to every transfer (other than the sale of publicly traded stock) or to any request for a consent to transfer.

SECTION 9. NON-EXCLUSIVE RIGHTS

9.1 Non-Exclusive Rights. This License is not exclusive and nothing herein contained shall be construed to prevent City from granting other like or similar license or privileges to any other person, firm or corporation, or to deny to or lessen the powers and privileges granted City under the Constitution and laws of the State of Arizona.

9.2 Priority Rights. Any and all rights granted to Licensee under this License shall be exercised at Licensee's sole cost and expense and shall be subject to the prior and continuing right of City to use all the Public Rights-of-Way concurrently, with any other person or persons, and further shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title which may affect the Public Rights-of-Way. Nothing in this License shall be construed to grant, convey, create, or vest a perpetual real property interest in land to Licensee, including any fee or leasehold interest, easement, or any franchise rights.

SECTION 10. VIOLATION USE FEES AND PUBLIC SAFETY VIOLATIONS

10.1 Material Breach by Licensee. Licensee, its affiliates, agents, employees, contractors, successors, assigns, and must comply with and perform each obligation required of Licensee as set forth in this License. Licensee's failure cure an event of default within ten (10) days as described in this License constitutes a material breach by Licensee.

10.2 Events of Default. All agreements and permits issued to Licensee under this License are approved upon the condition that each of the following events will be deemed an "Event of Default" for Licensee's failure to perform or satisfy the following material obligations: (i) If Licensee fails to make timely payment of the fees and charges required under any license agreement or permit granted by the City; (ii) If Licensee fails to operate the System under the terms and conditions set forth in this License; (iii) If Licensee fails to maintain any insurance or letter of credit required under this License; (iv) If Licensee is the subject of a voluntary or involuntary bankruptcy, receivership, insolvency or similar proceeding or if any assignment of any of Licensee's property is made for the benefit of creditors or if Licensee is not regularly paying its debts as they come due (collectively a "Licensee Insolvency"); (v) If City is exposed to any liability, obligation, damage, cost, expense, or other claim of any description, whether or not asserted, unless Licensee gives immediate notice to City of Licensee's commitment to indemnify, defend, and hold City harmless against such claim and Licensee does in fact promptly commence and continue to indemnify, defend, and hold City harmless against such claim; (vi) If Licensee engages in a pattern of repeated failure (or neglect) to timely perform or observe any provision of this License. After City has once given notice of any failure by Licensee to comply with its obligations set forth in this License, the following constitute a repeated failure by Licensee to comply with such provision: (a) another failure to comply with any provision of this License during the following 30 day period, (b) Three or more failures to comply with any provision of this License during any 90 day period, or (c) Six or more failures to comply with any provision of this License during any 12 month period; and (vii) If Licensee fails to timely and completely do or perform or observe any other provisions of this License and such failure continues for a period of 30 days after City has notified Licensee in writing of such failure or neglect. Provided however, for any default that cannot reasonably be cured within 30 days, Licensee may have additional time, as determined in the non-defaulting party's sole discretion, as is reasonably necessary to perfect the cure if Licensee commences to cure the default within the first 30 days after notice and diligently pursues the cure to completion.

10.3 City's Remedies for Material Breach. Upon the occurrence of any material breach or at any time thereafter, City may, at its option, exercise at Licensee's expense any or all or any combination of the following cumulative remedies in any order and repetitively at City's option: (i) terminate any or all license agreements and permits due to Licensee's breach. The City's termination does not terminate Licensee's obligations arising during the time simultaneous with or prior to or the termination, and in no way terminates any of Licensee's liability related to any breach of this License; (ii) pay or perform, for Licensee's account, in Licensee's name, and at Licensee's expense, any or all payments or performances required to be paid or performed by Licensee (iii) abate at Licensee's expense any violation of this License; (iv) Notwithstanding anything under this License to the contrary, unilaterally and without

Licensee's or any other person's consent or approval, draw upon, withdraw or otherwise realize upon or obtain the value of any letter of credit, escrowed funds, insurance policies, or other deposits, sureties, bonds, or other funds or security held by City or pledged or otherwise obligated to City by Licensee or by any third party (whether or not specifically mentioned herein) and use the proceeds for any remedy permitted by this License; (v) Require an additional security deposit adequate in City's sole discretion to protect the Public Rights-of-Way; (vi) Assert, exercise, or otherwise pursue at Licensee's expense any and all other rights or remedies, legal or equitable, to which City may be entitled, subject only to the limitation set out below on City's ability to collect money damages in light of the Violation Use Fee; (vii) Impose civil sanctions for public safety violations as provided in this License.

10.4 Violation Use Fee. In lieu of certain money damages (the "Inconvenience Costs") set out below, the following use fees apply to Licensee's material breach of this License (the "Violation Fee Provisions"): (i) The Inconvenience Costs are the money damages that City suffers in the form of administrative cost and inconvenience, disharmony among competing users, and general inconvenience in the use of Public Rights-of-Way by City, competing users, and the public when Licensee fails to comply with the Violation Fee Provisions; and (ii) Licensee's failure to comply with Violation Fee Provisions will result in Inconvenience Costs in an amount that is and will be impracticable to determine. Therefore, the Parties have agreed that, in lieu of Licensee paying to City as damages the actual amount of the Inconvenience Costs for violating the Violation Fee Provisions, Licensee must pay the following Violation Use Fees. The City may elect to draw upon the letter of credit to collect the Violation Use Fee. For continuing violations within a 24-hour period, each calendar day is considered a separate period for purposes of recovery of violation use fees. The Violation Fee Provisions and the amount of the Violation Use Fee per day or part thereof are as follows:

Use fee per day	Violation Use Fee Description
\$600	Failure to properly restore the public right-of-way within ten days after notice, or timely perform work within ten days after notice, or to correct related violations of specifications, code, ordinance or standards within ten days after notice, or 6 or more breaches within 12 months.
\$500	3 or more breaches within 90 days
\$250	Failure to make Licensee's books and records available as required by this License, or one or more breaches within 30 days.

A Violation Use Fee is only intended to remedy Inconvenience Costs that City suffers because of Licensee's breach of the Violation Fee Provisions. Licensee's payment of Violation Use Fee does not in any way excuse any breach by Licensee of this License or limit in any way Licensee's obtaining any other legal or equitable remedy provided by this License or otherwise for such breach. For example, Licensee's obligation to pay Violation Use Fee does not in any way satisfy Licensee's indemnity and insurance obligations under this License, which apply according to their terms in addition to Licensee's obligation to pay Violation Use Fee.

10.5 Enforcement of Violation Use Fees; Appeal. The City Manager is authorized to issue notices of violation of this License and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the local public right-of-way through Violation Use Fees. The City Manager will issue a warning for the first violation by a Licensee under this section. The City Manager will issue notice to the Licensee as listed in Section 14.15. If City determines that Licensee is liable for Violation Use Fee, the City will issue to Licensee a notice of City's assessment of a Violation Use Fee to Licensee as provided in Section 14.15. The notice will set forth the nature of the violation and the amount of the assessment. Licensee must pay the Violation Use Fee within ten (10) days of the date of the City's notice or may appeal the notice of violation to the City Manager.

10.6 Public Safety Violations; Civil Sanctions. In addition to imposing a Violation Use Fee, the City Manager is authorized to issue notices of violation of this License, prosecute such violations as provided in Maricopa City Code sec.1.10, and may take those measures necessary to promote, preserve, and protect public health, safety, and

welfare within the local public right-of-way. The City Manager will issue a warning for the first violation by a Licensee under this section. The City Manager will issue notice to the Licensee as listed in Section 14.15.

10.7 Failure to Pay Civil Sanction. Failure of a party to pay a civil sanction upon final adjudication of the civil action as provided by law may result in the automatic termination of this License and any such party may be prohibited from obtaining additional licenses or permits until all outstanding civil sanctions have been dismissed or paid in full.

10.8 non-waiver. Licensee acknowledges Licensee's unconditional obligation to comply with this License. No failure by City to demand any performance required of Licensee under this License, and no acceptance by City of any imperfect or partial performances under this License, will excuse such performance or impair in any way City's ability to insist, prospectively and retroactively, upon full compliance with these terms and conditions. No acceptance by City of Use Fee payments or other performances hereunder will be deemed a compromise or settlement of any right City may have for additional, different, or further payments or performances as provided for in these terms and conditions. Any waiver by City of any breach of condition or covenant herein contained to be kept and performed by Licensee will not be deemed or considered as a continuing waiver and will not operate to bar or otherwise prevent City from declaring a default for any breach or succeeding or continuing breach either of the same condition or covenant or otherwise. No statement, bill, or notice by City or Licensee concerning payments or other performances due hereunder, or failure by City to demand any performance hereunder, will excuse Licensee from compliance with its obligations nor estop City (or otherwise impair City's ability) to at any time correct such notice and/or insist prospectively and retroactively upon full compliance with this License. No waiver of any description (including any waiver of this sentence or paragraph) will be effective against City unless made in writing by a duly authorized representative of City specifically identifying the particular provision being waived and specifically stating the scope of the waiver.

10.9 Reimbursement of City's Expenses. Licensee must pay to City within 30 days after City's demand any and all amounts expended or incurred by City in performing Licensee's obligations (upon Licensee's failure to perform the same after notice from City) together with interest thereon at the rate of 10% per annum from the date expended or incurred by City.

SECTION 11. ABANDONMENT

11.1 Abandonment; Removal of Facilities. In the event that the use of a substantial part of any of the System is discontinued for any reason for a continuous period of two (2) years for reasons other than Force Majeure, or in the event such System or property has been installed in any Public Rights-of-Way without complying with the requirements of this License, or this License has terminated or been revoked, Licensee must promptly, upon being given 60 days' notice from the City, begin removal of the System and related appurtenances from the Public Rights-of-Way, other than such underground facilities which the City may permit to be abandoned in place. In the event of such removal, Licensee must promptly restore the Public Rights-of-Way and or other area from which such property has been removed to a condition satisfactory to the City subject to the City's customary practice to review upon request of Licensee. As a minimum, Licensee must restore the Public Rights-of-Way to a condition as existed prior to the removal of the structure or property.

11.2 Permanent Abandonment. The System and any other property of Licensee remaining in the Public Rights-of-Way without the consent of the City 180 days after the revocation of the License will be at the option of the City considered permanently abandoned. Any Licensee property permitted to be abandoned in place will be abandoned consistent with the City of Maricopa Adopted Design Standards Manual, and City Code, section 17.20.100 and 17.20.090.

SECTION 12. LICENSE REVOCATION

12.1 Revocation for Nonuse. Not later than 24 months after the Effective Date, Licensee must offer and provide Telecommunication Services or Intrastate Telecommunication Services to at least one subscriber within the Service Area authorized by the License or amended License unless the Licensee cannot meet the requirement for reasons beyond the Licensee's control as provided in the License. If Licensee fails to comply with this section, the City may revoke this License for the affected Service Area.

12.2 Revocation for Cause. In addition to the City of Maricopa Adopted Design Standards and subject to these terms and conditions, this License may, after public hearing, be revoked, altered, or suspended by the City as it deems necessary on any of the following grounds: (i) failure to file and maintain any faithful letters of credit, insurance coverage or pay license fees as required under this License; (ii) failure to comply with applicable law regarding the operation of the System, this License, or the appropriate regulatory authority; (iii) violation of material terms of this License; (iv) fraud by Licensee, in its conduct or relations under the License; (v) willful or grossly negligent repeated violations of this License; (vi) failure to comply with any federal, state, local or administrative order, law, permit regulation or consent decree as such may apply to Licensee's activities, as contemplated in this License; and (vii) permanent or temporary suspension for a period greater than 180 calendar days by the United States or the State of Arizona for any authorizations for Licensee to own, operate, maintain, or construct the System.

12.3 Cure Period. If any of the foregoing events occur, Licensee will be given a period of 60 days after receipt of a written notice of default from the City to cure the default. The provisions of Section 10 apply: (i) if Licensee fails to cure the event of default within the 60 day period; or (ii) when an event of a default cannot be cured within the 60 day period and Licensee fails to begin and diligently pursue the cure.

12.4 City Determination; Public Hearing. If Licensee fails to remedy its default as provided for herein, City must notify Licensee of that determination and must state the major causes and reasons supporting the determination. Licensee will be granted ten (10) days to respond to the determination. The City will consider the response of Licensee, if any, and may then terminate, postpone for a period, or proceed with the revocation, alteration, or suspension process. If the City proceeds with the revocation, alteration, or suspension process, or reactivates a postponed proceeding, a written statement of revocation, alteration, or suspension must be served upon Licensee stating the principal reasons for such action and a copy of the statement must be sent by certified U.S. mail, return receipt requested, to Licensee as provided in this License. The City Council may take final action on the revocation, alteration, or suspension of the License.

12.5 Removal of Facilities. Upon revocation of this License, the City may declare a forfeiture, whereupon all rights and privileges of Licensee under this License will immediately be divested without a further act upon the part of Licensee, and Licensee must remove its structures or property from the Public Rights-of-Way and restore the Public Rights-of- Way to the condition as existed prior to the removal of the structure or property. Upon Licensee's failure to do so within six months of revocation, the City may perform the work and collect the City's cost from Licensee. At the City's option, Licensee may abandon structures or property in place as provided in this License. At a minimum, the Public Rights-of- Way must be restored to a condition as existed before the removal of the structures or property.

SECTION 13. EFFECT OF EXPIRATION, REVOCATION, OR TERMINATION OF LICENSE

13.1 Services. Upon expiration, revocation, or termination of this License for any reason, Licensee may enter into good-faith negotiations with the City or other governmental authority for a period of 180 days from the date of expiration, revocation, or termination to obtain a license, permit, or other approval or agreement that may be lawfully required to allow Licensee to continue use of the Public Rights-of- Way.

13.2 Holding Over. In any circumstance whereby Licensee continues to occupy the Public Rights-of-Way after the expiration of this License, the Licensee's hold over operates as a renewal or extension of this License on a month-to-month basis that may be terminated at any time by the City upon 60 days' written notice to Licensee, or by Licensee upon 60 days' written notice to the City.

SECTION 14. GENERAL CONDITIONS

14.1 License Administrator and Enforcement. In all matters of License administration, the City Manager has authority to determine Licensee's compliance with the terms and provisions of the License, and in the event of non-compliance, to exercise any or all of the remedies included in this License.

14.2 Right of Inspection of Construction. The City may inspect all construction or installation work performed subject to the provisions of this License and to make such tests as it deems necessary to ensure compliance with the terms of this License and other pertinent provisions of law.

14.3 Right of Intervention. The City may intervene in any suit or proceeding related to or arising out of this License to which Licensee is party, and Licensee may not oppose such intervention by the City.

14.4 Public Records Acknowledgment. Notwithstanding any provision in this License, Licensee acknowledges and understands that the City is a political subdivision of the State of Arizona and is subject to the disclosure requirements of Arizona's Public Records Law (A.R.S. §§ 39-121 et seq.).

14.5 Permission of Property Owner Required. This License does not convey the right to install any part of Licensee's System on private property including, but not limited to, City owned property that is not public right-of-way.

14.6 Compliance With Laws. Licensee must comply with all federal, state, and City ordinances, resolutions, rules, and regulations related to the rights and duties granted Licensee under this License.

14.7 Non-Enforcement by the City. Licensee will not be relieved of its obligation to comply with any of the provisions of this License by reason of the City's failure to insist upon or to seek compliance with any term and condition.

14.8 License Documents. Licensee must submit to the City the letter of credit and insurance certificates as required by the License within 30 days of the Effective Date. The License granted is not legally operative until all of Licensee's requirements in this Section are completed. In the event Licensee does not timely satisfy these, this License will be deemed null and void unless Licensee's time period to comply is extended by the City Manager.

14.9 Survival of Warranties. Licensee's representations and warranties made as part of the grant of this License or any permit issued under this License survive termination or revocation of this License.

14.10 Hazardous Substances. Licensee will, at its own cost, be responsible for proper investigation and management of all Hazardous Substances under its control, including Hazardous Substances Licensee uses, generates, or disposes of, and must comply with all Environmental Laws to carry out its obligations under this License. In the event Licensee releases to the environment Hazardous Substances under its control, to the extent that a governmental agency with jurisdiction requires reporting, investigation, cleanup or remedial measures to be taken, Licensee must, at its sole cost and expense, promptly undertake such required actions. If Licensee discovers a Pre-existing Environmental Condition, Licensee will immediately notify the City in writing as provided in Section 14.15.

14.11 Right of Cancellation. Licensee acknowledges that this License is subject to cancellation by the City under A.R.S. § 38-511.

14.12 Covenant Against Contingent Fees. Licensee warrants that no person has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the City Council, or any employee of the City has any interest, financially or otherwise, in this License. For breach or violation of this warranty, the City has the right to annul this License without liability or at its discretion to deduct from the License price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

14.13 Independent Contractor. Any provision in this License that may appear to give the City the right to direct Licensee or Licensee the right to direct the City as to the details of accomplishing the work or to exercise a measure of control over the work means that the party will follow the wishes of the other party as to the results of the work only.

14.14 Governing Law; Jurisdiction. Arizona law governs this License, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding to enforce this License must be instituted in Pinal County, Arizona courts or the federal court with jurisdiction over Pinal County.

14.15 Delivery, Procedure of Notices and Communications. All notices, consent, or other communication under this License must be in writing and: (i) delivered in person; (ii) deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested; or (iii) deposited with any commercial air courier or express service and addressed as follows:

To Licensee: Crown Castle Fiber LLC
Attn:
2000 Corporate Drive
Canonsburg, PA 15317

With a copy to: Crown Castle Fiber LLC
Attn: Network, Permitting and Utilities
2055 S. Stearman Dr.
Chandler, AZ 85268

To the City: City of Maricopa
Attn: Development Services
39700 West Civic Center Plaza
Maricopa, AZ 85138
Phone: (520) 316-6920

With a copy to: Denis M. Fitzgibbons, City Attorney
Fitzgibbons Law Offices, P.L.C.
1115 E. Cottonwood Lane, Suite 150
P.O. Box 11208
Casa Grande, Arizona 85130-0148
Email: denis@fitzgibbonslaw.com

Notice will be deemed received at the time it is personally served, , on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) calendar days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice will be computed from the time the notice is deemed received unless noted otherwise. Any party may change its mailing address, phone number, email address or the person to receive notice by notifying the other party as provided in this Section. Notices sent by electronic mail must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by electronic mail.

14.16 Organization/Employment Disclaimer. This License is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, agreement, or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the Parties will be only those expressly set forth in this License.

14.17 Entire Agreement; Amendment; Waivers. This License, and the below listed exhibits which are incorporated herein by this reference and are attached and/or on file at the City and available for inspection, constitute the entire agreement between the City and Licensee with respect to the transactions contemplated therein and supersede all prior negotiations, communications, discussions and correspondence, whether written or oral, concerning the subject matter hereof. No supplement, modification, or amendment of any term of this License will be deemed binding or effective unless executed in writing by the Parties. No waiver of any of the provisions of this License will be deemed, or will constitute, a waiver of any other provisions, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver is binding unless expressly executed in writing by the Party making the waiver.

Exhibit A – Service Area
Exhibit B – Form Letter of Credit

14.18 Right of Parties. Nothing in this License, whether express or implied, is intended to confer any right or remedies under or by reason of this License on any persons other than the Parties to this License and their respective successors and permitted assigns, nor is anything in this License intended to relieve or discharge any obligation or liability of any person who is not a party to this License, nor will any provisions in this License give any persons not a party to this License any right of subrogation or action over or against any Party to this License.

14.19 Construction. This License is the result of negotiations between the Parties, none of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions of this License will be construed in accordance with their usual and customary meanings. The Parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this License that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed License or any earlier draft of the same. Unless the context of this License otherwise clearly requires, references to the plural include the singular and the singular the plural. The words "hereof," "herein," "hereunder" and similar terms in this License refer to this License as a whole and not to any particular provision of this License. All references to "Sections" herein refer to the sections and paragraphs of this License unless specifically stated otherwise. The section and other headings contained in this License are inserted for convenience of reference only, and they neither form a part of this License nor are they to be used in the construction or interpretation of this License.

14.20 Severability. If any covenant, condition, term, or provision of this License is held to be illegal, or if the application of this License to any person or in any circumstances to any extent be judicially determined to be invalid or unenforceable, the remainder of this License or the application of such covenant, condition, term, or provision to persons or in circumstances other than those to which it is held invalid or unenforceable are not affected and each covenant, term, and condition of this License remains valid and enforceable to the fullest extent permitted by law.

14.21 Cooperation and Further Documentation. Each of the Parties agree to provide the other with such additional and other duly executed documents as are reasonably requested to fulfill the intent of this License.

14.22 Force Majeure. For the purpose of any of the provisions of this License, neither Licensee nor the City, as the case may be, will be considered in breach of or in default of their obligations under this License as a result of the enforced delay in performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to: acts of God, acts of the public enemy, acts of the Federal Government, acts of Pinal County, acts of the State of Arizona or any of its departments, acts of any railroad, fire, floods, epidemics, strikes, lock outs, freight embargoes, and unusually severe weather; it being the purpose and intent of this provision that in the occurrence of any such enforced delay, the time for performance of Licensee's and the City's obligations, as the case may be, will be extended for the period of the enforced delay, provided that the party seeking the benefit of this provision will have notified the other party in writing of the cause or causes, and requested an extension for the period of the enforced delay. If notice by the party claiming such extension is sent to the other party more than 30 days after commencement of the cause, the period of delay will be deemed to commence 30 days prior to the giving of such notice.

14.23 On-Call Assistance. Licensee must be available 24 hours a day, seven days a week to City staff of any City department with jurisdiction over Licensee's activities related to problems or complaints resulting from the installation, operation, maintenance, or removal of the System.

14.24 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any party who fails, or whose contractors fail, to comply with A.R.S. § 23-214(A). Therefore, Licensee and each contractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of this License and may be subject to penalties up to and including revocation of the License. City retains the legal right to inspect the papers of Licensee's or contractor's employees who provide services under this License to ensure that Licensee and its contractors comply with this warranty.

14.25 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful

presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

14.26 Written Acceptance. Licensee's execution of this License constitutes Licensee's acceptance of this License as granted and its agreement to be bound by and to comply with the terms and conditions of this License. Licensee's signature must be acknowledged by Licensee before a notary public.

14.27 Data Confidentiality and Data Security. As used in this License, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Licensee as part of the terms and conditions of this License. Except as specifically provided in this License, Licensee must not divulge data to any third party without the City's prior written consent. These prohibitions do not apply to the following data: (i) data which was known to the Licensee prior to the Effective Date; or (ii) data which was acquired by the Licensee in its performance under this License and which was disclosed to the Licensee by a third party, who to the best of the Licensee's knowledge and belief, had the legal right to make such disclosure and the Licensee is not otherwise required to hold such data in confidence; or (iii) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Licensee is subject. Licensee assumes all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Licensee, its employees, agents, or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court.

14.28 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Licensee. At a minimum, Licensee must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Licensee or its agents in connection with this License is believed to have been compromised, Licensee or its agents must immediately notify the City contact. Licensee agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. The obligations of Holder under this Section must survive the termination of this License.

14.29 Public Emergency. City shall have the right, because of a public emergency, to sever, disrupt, dig-up or otherwise destroy facilities of Licensee without any prior notice to Licensee, if the action is deemed reasonably necessary by the City Manager, Fire Chief, Police Chief, or Public Works Director. A public emergency may be any condition which, in the opinion of any of the officials named, poses an immediate threat to the lives or property of the residents of the City or others caused by any natural or man-made disaster, including but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, hazardous material spills, etc. Licensee shall be responsible for repair at its sole expense of any of its facilities damaged pursuant to any such action taken by City.

14.30 Blue Stake. Licensee must comply with A.R.S. §§ 40-360.21 through 40- 360.32 by participating as a member of the Arizona Blue Stake Center with the necessary records and persons to provide location service of Licensee's facilities upon receipt of a locate call or as promptly as possible, but in no event later than two (2) working days. A copy of the License or proof of membership must be filed with the City.

CITY OF MARICOPA , an Arizona municipal corporation

CROWN CASTLE FIBER LLC, a New York limited liability company

Mayor

By: _____

Name of Authorized Signer

APPROVED AS TO FORM:

Title: _____

City Attorney

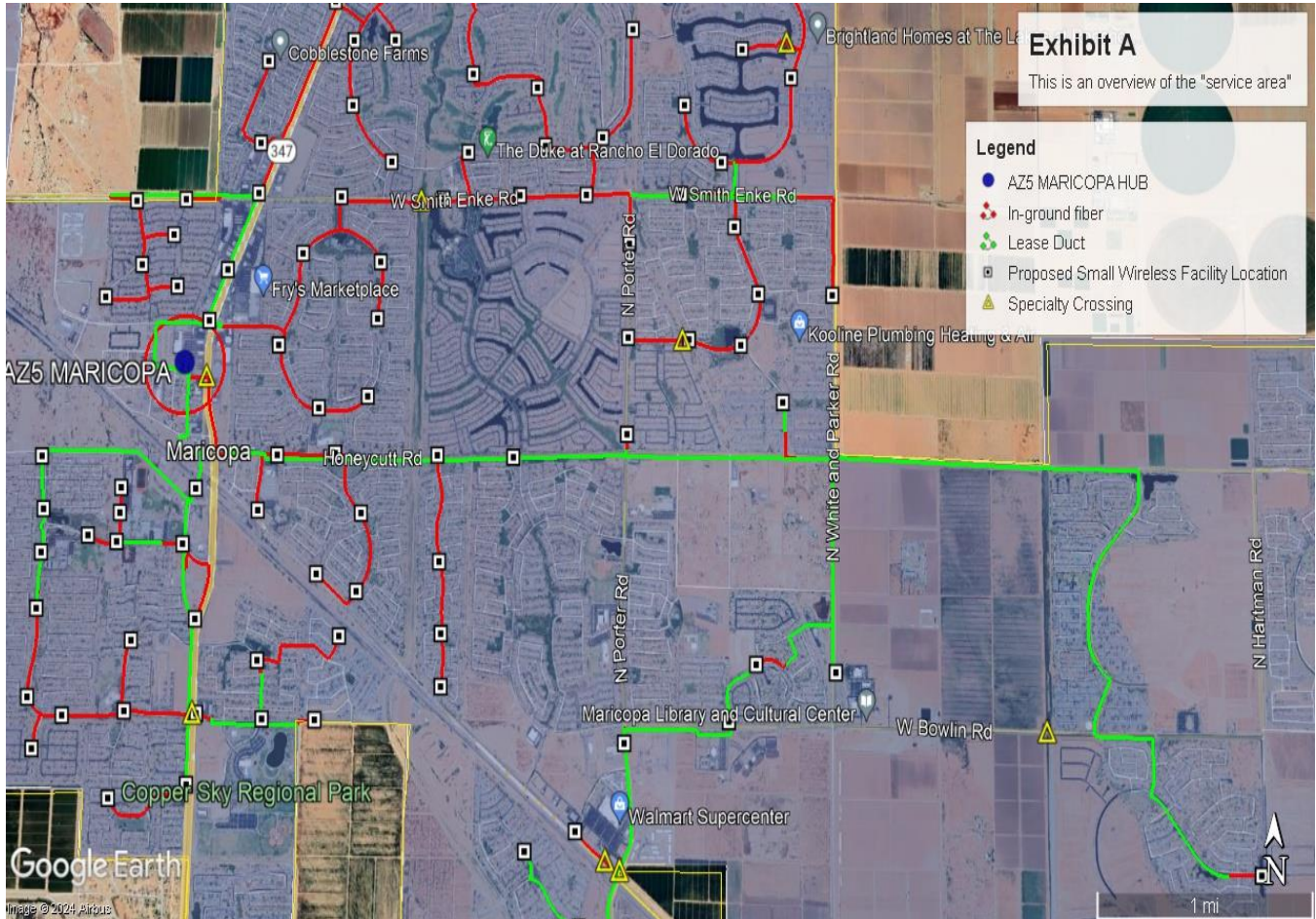
ATTEST:

ATTEST:

City Clerk

Name and Title

EXHIBIT A SERVICE AREA



Please note that routes and site locations are subject to change based on a multitude of factors. This is our preliminary plan.

**EXHIBIT B
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, the Letter of Credit must 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 CITY'S draft.
- 1.3 CITY may make partial draws upon the Letter of Credit.
- 1.4 The Letter of Credit is 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 Pinal 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 Development Services Department, 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 Development Services Department, 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 Pinal 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.: _____
Development Services Department
City of Maricopa
39700 W. Civic Center Plaza
Maricopa, AZ 85138

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 Pinal 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:
- 4. [This address must be in Pinal County, Arizona.]

- 5. By hand or overnight courier service delivery to:
[This address need not be in Pinal 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: Development Services Department
City of Maricopa
39700 W. Civic Center Plaza
Maricopa, AZ 85138

Date: _____, 20_____

Ladies and Gentlemen:

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

Please make your payment to the City of Maricopa 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 Development Services Director of the City of Maricopa.

If there is any imperfection or defect in this draft or its presentation, please inform me immediately at 520-316-6986 so that I can correct it. Also, please immediately notify the City Attorney at (520) 426-3824.

Thank you.

City of Maricopa, Development Services Director