

ITP Form 4

HOST SITE COORDINATION

INSTRUCTIONS:

- (a) Submit one copy of ITP Form 4 for each NEVI Zone Proposer is pursuing.
- (b) Proposer should delete any bracketed and italicized text and replace with the information requested therein.
- (c) If the proposed Project Site is owned by the Developer, provide a signed property owner's affidavit in the form of Attachment 1 from the Developer.
- (d) ~~(e)~~ If the proposed Project Site is not owned by the Developer, provide (i) a signed property owner's affidavit from the Host Site Owner in the form of Attachment 1; and (ii) a signed Host Site Owner letter of intent in the form of Attachment 2. Proposers are advised to engage in discussions and negotiations with Host Site Owners regarding appropriate rights. However, any arrangements with Host Site Owners must be on a nonexclusive basis and must not prevent other Proposers from agreeing arrangements with Host Site Owners. The binding nature of Attachment 2 is conditional and becomes effective only upon ADOT's award of a Project Agreement to the Proposer for the relevant NEVI Zone.
- (e) ~~(d)~~ There is no page limit for ITP Form 4.

ATTACHMENT 1 – PROPERTY OWNER’S AFFIDAVIT

STATE OF _____

COUNTY OF _____

Personally appeared before the undersigned attesting officer, duly authorized to administer oaths in said State and County, _____ ("Affiant"), who after being duly sworn, deposes and says upon oath:

That Affiant is the _____ ("Affiant Title"), a duly Authorized Proposer Representative of _____ ("Company") that is the owner in fee simple of the land lot and/or parcel of land location known by the county tax parcel or physical address of _____ ("Property").

Further, to best of the knowledge of the Affiant, the [Affiant] [Company named above] has been in open and peaceful ownership and possession of the Property and knows of no one claiming under any unrecorded bond for title of any nature of claiming any interest in the Property adverse to [Affiant's] [Company's] claim of title whatsoever.

Further, to best of the knowledge of the Affiant, there are no unpaid bills of any nature either for labor or materials or for architects', surveyors', or other services rendered or used on the improvement of the Property.

Affiant acknowledges that this Affidavit is made and given to the Arizona Department of Transportation for the purposes of the Arizona National Electric Vehicle Infrastructure Deployment Program: Phase 2 – State Roads.

IN WITNESS WHEREOF I have set my hand on this ____ day of _____.

Affiant Signature

Sworn to and subscribed before me

this ____ day _____,

Notary Public

(NOTARIAL SEAL)

My Commission Expires: _____

ATTACHMENT 2 – HOST SITE OWNER LETTER OF INTENT

This letter is being signed and delivered in connection with the proposal submitted by the [Insert Proposer Name] ("**Proposer**") in response to that certain Request for Proposals (the "**RFP**") issued by the Arizona Department of Transportation ("**ADOT**"), an agency of the State of Arizona, dated [____], 2025 (as amended), to develop the Arizona National Electric Vehicle Infrastructure Deployment Program: Phase 2 – State Roads.

The intent of this letter is to evidence a binding, nonexclusive commitment of [Insert Host Site Owner Name] ("**Host Site Owner**") to allow the Proposer to develop the Host Site Owner's property located at [Insert proposed Project Site Address] ("**Proposed Project Site**"). The binding nature of this letter is conditional and becomes effective only upon ADOT's award of a Project Agreement to the Proposer for the relevant NEVI Zone. This commitment from the Host Site Owner is expected to ensure that the Project can proceed smoothly, adhering to legal and regulatory requirements while mitigating any potential issues related to site ownership or access and usage rights.

By signing this letter, the Host Site Owner confirms that, contingent upon award by ADOT of an agreement ("**Project Agreement**") to the Proposer under the Arizona National Electric Vehicle Infrastructure Deployment Program: Phase 2 – State Roads, the Host Site Owner agrees to execute an agreement with the Proposer (or its designated developer) necessary to afford access and use of the Proposed Project Site for the construction of compliant electric vehicle charging stations and all the associated amenities, and for the operation of the Proposed Project Site for a minimum of five years from the commencement of operations, including, at minimum, the HSA Key Terms as defined in PA Exhibit 1 (Acronyms and Definitions), described below:

- 1) an acknowledgement by the Host Site Owner of the Developer's obligation to comply with the NEVI Federal Standards and Requirements.
- 2) a prohibition on the Host Site Owner continuing Electric Vehicle charging operations at the [applicable] Project Site following early termination of the Host Site Agreement unless the Host Site Owner (or a substitute developer) has entered into an agreement with ADOT including the obligation to comply with the NEVI Federal Standards and Requirements until the end of the Term of this Agreement.
- 3) in the event that the Developer elects Expiration Option B, or in an Early Termination scenario where there is no replacement developer, the requirement for the Developer to perform certain minimum decommissioning requirements that are equal to or greater than those required by Section 13(b) (Decommissioning Activities) of the ADOT Standards and Requirements.
- 4) a restriction on the Developer assigning the Host Site Agreement, unless there is ADOT agreement to an assignment under this Agreement; and
- 5) unless otherwise provided pursuant to a separate legal instrument, the grant by the Host Site Owner of the legal authority for the Developer to grant ADOT the ADOT License.

Proposer Entity Legal Name:

Business Address:

Name of Proposer's Designated Representative:

Telephone Number:

Signature: _____ Date: _____

Host Site Owner Entity Legal Name:

Business Address:

Name of Authorized Host Site Owner Representative:

Contact Telephone Number:

Signature: _____ Date: _____