**EXHIBIT D**

FORM - IRREVOCABLE LETTER OF CREDIT

_____
Date

The City and County of Broomfield
Attention: City & County Attorney and City Engineer
One DesCombes Drive
Broomfield, CO 80020

RE: Letter of Credit No.:_____

Dear Sir or Madam:

We hereby establish our irrevocable Letter of Credit in your favor in the amount of $(total improvements). The purpose of this Letter of Credit is to secure performance of a Subdivision Agreement for (name of subdivision), dated _____, 20__, between The City and County of Broomfield and (Developer).

You are hereby authorized to draw on sight on (name of financial institution), by drafts, up to the aggregate amount of $(total improvements).

The sole condition for payment of any draft drawn against this Letter of Credit is that the draft be accompanied by a letter, on the City and County's letterhead, signed by the City Engineer to the effect that Developer is in default of Developer's obligations pursuant to the Subdivision Agreement.

We hereby agree with drawers and endorsers, and bona fide holders of drafts negotiated under this Letter of Credit that the same shall be duly honored upon presentation and delivery of the documents as specified above.

This Irrevocable Letter of Credit shall expire 24 months after improvement completion date shown in the subdivision agreement provided that (name of financial institution) has given The City and County not less than 60 days nor more than 120 days prior written notice of the impending expiration.

Signed this __ day of _____, 20__, on behalf of (name of financial institution)

By (Signature)

Title (President or Vice President)